



# Parks and Recreation Board Meeting

Wednesday, March 15, 2023 at 6:00 pm

1. CALL TO ORDER, PRAYER AND PLEDGE
2. ROLL CALL
3. ADDITIONS/DELETIONS/CHANGES
4. CONSENT AGENDA

- a. Approval of Minutes of 02/15/2023

Exhibit: Agenda Report Number 4a

**Attachments:**

- Agenda Report Number 4a (Agenda\_Report\_Number\_4a.pdf)

5. PUBLIC COMMENTS
6. ACTION ITEMS
7. DISCUSSION

- a. FCT Grant Agreement Amendment

Exhibit: Agenda Report Number 7a

**Attachments:**

- Agenda Report Number 7a (Agenda\_Report\_Number\_7a.pdf)

- b. Motorized Vehicles on Trails

Exhibit: Agenda Report Number 7b

**Attachments:**

- Agenda Report Number 7b (Agenda\_Report\_Number\_7b.pdf)

8. OLD/NEW BUSINESS

- a. Board Member Reports

- b. Staff Reports

- c. Next Scheduled Meeting - April 19th, 2023 6:00 PM

9. ADJOURNMENT

# TOWN OF MALABAR

## PARKS AND RECREATION BOARD MEETING

**AGENDA ITEM NO: 4.a**

Meeting Date: March 15<sup>th</sup>, 2023

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT:** Approve Minutes of 02/15/2023

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**BACKGROUND/HISTORY:**

- a. Summary of Actions at the Parks and Recreation Board Meeting of 02/15/2023.

**ATTACHMENTS:**

- a. Draft Minutes of Parks and Recreation Board Meeting of 02/15/2023.

**ACTION OPTIONS:**

- a. Request Approval

The following draft minutes are subject to changes and/or revisions by the Park Board and shall not be considered the official minutes until approved by the Park Board.

**TOWN OF MALABAR – PARKS AND RECREATION ADVISORY BOARD  
February 15<sup>th</sup>, 2023, MEETING MINUTES**

This meeting of the Malabar Parks and Rec Board was held at Town Hall at 2725 Malabar Road. It was called to order by Chair Bienvenu at 6:00 pm. Prayer and pledge were led by Chair Bienvenu.

**1. CALL TO ORDER, PRAYER, AND PLEDGE**

**2. ROLL CALL**

<b>Chair</b>	Eric Bienvenu - Present
<b>Vice-Chair</b>	Vicky Thomas – Present
<b>Members</b>	Jennifer Bienvenu – Present
	Hans Kemmler - Present
	Evan Hall – Present
<b>Recording Secretary</b>	Richard Kohler – Present

**3. NOMINATE CHAIR AN VICE-CHAIR**

**MOTION: BM Kemmler/Bienvenu nominates Chair Bienvenu to continue as chair, and Thomas as Vice.**

**VOTE: All Ayes**

**4. ADDITIONS/DELETIONS/CHANGES: NONE**

**5. CONSENT AGENDA**

**a) Approval of Minutes of 10/19/2022**

**MOTION: Bienvenu/Hall to accept the minutes of 10/19/2022 as presented.**

**VOTE: All Ayes**

**6. PUBLIC COMMENTS**

**7. ACTION ITEMS:**

**8. DISCUSSION:**

**a. FCT Grant Agreement Amendment**

Secretary Kohler gave a brief overview of the history on this item and asked the Board for direction. He also provided the Board with quotes for Plant Identification Signs. BM Kemmler suggests replacing the foot bridge in the Disc Golf Park, which is 40' x 4'. He has been repairing it for years, and it could be replaced. The current bridge cost about \$500.00. BM Kemmler asks if PW can assist. Secretary Kohler states he will ask. VC Thomas states Gleason Park has markers informing people of the history of the area, wildlife identification, and markers to memorialize people who donated to the park. Secretary Kohler states he will draft a proposal for the boards review at the next meeting.

**9. OLD/NEW BUSINESS:**

**a) BOARD MEMBER/STAFF REPORTS:**

- Richard E. Cameron & Volunteers Wilderness Preserve – VC Thomas stated there are a lot of motorized vehicles, like one wheel and ebikes. BM Hall states that the Town Code may need to be updated. VC Thomas also thanked the PW staff for their maintenance of the area.
- Disc Golf Sanctuary – BM Kemmler states the Malabar Madness event was a success, despite the cold weather. There were 62 people who participated. He also thanked the PW crew for their preparations for the event. He is also working with the Town Engineer to create a high resolution map of the Sanctuary. They also raffled off the left over discs and a carry behind cart. They have been able to operate without requesting donations. He stated there is only one pepper tree in the sanctuary.
- Thomas Eschenberg Memorial Conservation Area – Secretary Kohler informed the Board that the Trails and Greenways Committee is planning to do an exploration of the park to scope for trail areas. BM Kemmler states there is a lot of water in the area.
- Malabar Community Park – BM Bienvenu asks about Pickleball Courts. Secretary Kohler states SPM Morrell is currently researching that project. BM Bienvenu states the directional signs need to be replaced, and the ditches are high. BM Hall states the Huggin’s Playground sign has incorrect grammar.
- Sandhill Trail Head – BM Kemmler states he still sees people entering the Trail Head, but they regularly turn around. He also stated that the soap dispensers run down.

b) Staff Reports –

c) Next Scheduled Meeting

- March 15<sup>th</sup>, 2023, 6 PM

**10. ADJOURNMENT**

There being no further discussion. **MOTION: Thomas/Kemmler** motion to adjourn the meeting  
**VOTE: All Ayes.** This meeting adjourned at 6:59 pm.

By:

\_\_\_\_\_  
Eric Bienvenu, Chair

ATTEST:

\_\_\_\_\_  
Richard W. Kohler  
Recording Secretary

Date Approved: \_\_\_\_\_

**NOTE: THERE MAY BE ONE OR MORE MALABAR ELECTED OFFICIAL ATTENDING THIS MEETING**

If an individual decides to appeal any decision made by this board with respect to any matter considered at this meeting, a verbatim transcript may be required, and the individual may need to ensure that a verbatim transcript of the proceedings is made (Florida Statute 286.0105). The Town does not provide this service. In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation for this meeting should contact the Town's ADA Coordinator at 321-727-7764 at least 48 hours in advance of this meeting.

DRAFT

# TOWN OF MALABAR

## PARKS AND RECREATION BOARD MEETING

### AGENDA ITEM NO: 7.a

Meeting Date: March 15, 2022

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT:** FCT Grant Agreement Amendment

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#### **BACKGROUND/HISTORY:**

- a. Florida Communities Trust (FCT) provided Malabar \$40,445.00 in restricted funds for the transfer of the property known as Fern Creek Park.
- b. In April of 2020, an agreement was signed by the Town that required the following enhancements be provided at FCT properties around Town:
  - a. New Pavilion
  - b. Bird Watching Platform/Deck
  - c. Two Foot Bridges
  - d. New Plant and Wildlife Identification Signs
  - e. Dog Park Area (Fencing, Water Source, Trash Receptacles)
- c. It has since been determined that the funding provided would be inadequate to accomplish all the above listed tasks.
- d. The Parks and Recreation Board has selected and made a recommendation to Council to purchase a \$39,278.20 pavilion for Eschenburg Park. That leaves \$1,166.80 to develop the remaining items.
  - a. An updated quote has been requested from the vendor. The updated quote will be added to the agenda when it is delivered.
- e. Malabar Town Council has already stated a Dog Park is not a current priority, leaving the New Plant/Wildlife Identification signs, and two foot bridges.
- f. The FCT has agreed to review an amended agreement, and has requested the Town provide:
  - a. A revised list of improvements, including a brief description.
  - b. An estimated Date of Completion (Month and Year).
  - c. A dollar amount. (Estimate for projects)
  - d. Include backup documents and a conceptual site plan.
- g. At the February 15<sup>th</sup>, 2023, Parks and Recreation Board Meeting, the Board voted unanimously to add a 40' foot bridge in the Disc Golf Park to the proposal.
  - a. Secretary Kohler has put together several rough estimates for the board to review.

#### **ATTACHMENTS:**

- a. Original Signed Agreement with FCT
- b. Email from FCT Employee to TM Stinnett
- c. Quote for Pavilion
- d. Plant and Wildlife Identification Sign Price Sheet
- e. First Draft Rough Estimates for Foot Bridge in Disc Golf Park.

#### **ACTION OPTIONS:**

- a. Discussion

Record & Return to:  
Town of Malabar  
2725 Malabar Road  
Malabar, FL 32950-4427

FCT Project Number: 96-019-P7A  
Project Name: Malabar Sanctuary Greenway  
CSFA Number: 37.078

### AMENDED GRANT AWARD AGREEMENT

This agreement is entered into this 29 day of April, 2020, between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the Florida Department of Environmental Protection ("Department"), and the TOWN OF MALABAR, a political subdivision of the State of Florida ("Recipient"). This agreement imposes terms and conditions on the use of proceeds from the taking of certain property, purchased by the Town of Malabar with funds from a FCT grant, by the Florida Department of Transportation. These terms and conditions are necessary to ensure compliance with applicable Florida law, federal income tax law, and to implement provisions of Chapters 253, 259, and 380, Florida Statutes.

Whereas, Chapter 380, Part III, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Environmental Protection to assist local governments in complying with and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans, to conserve natural resources, and to resolve land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

Whereas, in 1999 the Town of Malabar acquired three parcels with funds provided through the Florida Communities Trust (award number 96-019-P7A);

Whereas, the FCT imposed conditions on the funding for those parcels in accordance with Rule 62-817.013, F.A.C., including a provision that if a portion of the Project Site was taken by a governmental body through the exercise or the threat of eminent domain, the Recipient was required to deposit the condemnation award with the FCT, who would make those funds available to the Recipient to replace, restore, or repair the site;

Whereas, in 2019 the FCT approved the terms under which a portion of the Project Site was subsequently transferred to the Florida Department of Transportation and FCT received the condemnation award from the Florida Department of Transportation to hold in trust for the Town of Malabar;

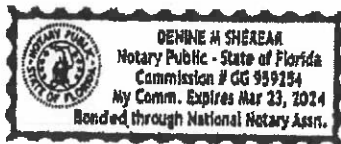
Whereas, the Town of Malabar has proposed, and the FCT has approved, a plan to enhance the remainder of the Project Site with the funds from the condemnation award;

Now, therefore, the Grant Award Agreement for award number 96-019-P7A, recorded in the Official Records of Brevard County, Florida, at book number 3975, page 2450, is hereby amended to remove Parcel Number 29-37-02-00-72 from the restrictions placed upon it in the original agreement. Parcel Number 29-37-02-00-72 is more particularly described as:

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 29 day of April, 2020, by Patrick T. Kelly as Council Chair for the Town of Malabar, who is personally known to me or who has produced N/A as identification.

SEAL



Denise M Shereea  
Notary Public, State of Florida

Denise M Shereea  
Printed Name

My Commission Expires: Mar 23, 2024  
Commission No.: GG 959254

FLORIDA COMMUNITIES TRUST

By: Callie DeHaven  
Chair

Date: \_\_\_\_\_

Approved for Form and Sufficiency:

Digitally signed by Lois La Seur  
8eur  
Date: 2020.05.14  
09:22:33 -0400  
By: Lois La Seur  
Lois La Seur, Trust Counsel

David Lee Fewell  
Witness Signature

DAVID FEWELL  
Printed Name

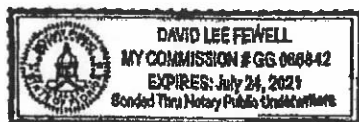
Clinton H Grimes  
Witness Signature

CLINTON H GRIMES  
Printed Name

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of MAY, 2020, by Callie DeHaven, as Director, Division of State Lands, who is personally known to me or who has produced \_\_\_\_\_ as identification.

SEAL



David Lee Fewell  
Notary Public, State of Florida

Printed Name

My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_



The East 200 feet of the North one-quarter of Lot 32, Section 2, Township 29 South, Range 37 East, PLAT OF FLORIDA INDIAN RIVER LAND COMPANY SUBDIVISION, as recorded in Plat Book 1, Page 165, Public Records of Brevard County, Florida, LESS the North 35.0 feet and the East 35.0 feet for road, utility, and drainage right of way and subject to easements and road rights of way of record.

The remaining parcels subject to the restrictions in the Grant Award Agreement recorded in the Official Records of Brevard County, Florida, at book number 3975, page 2450 will remain encumbered by the covenants and restrictions set forth in that Agreement.

In addition, the Town of Malabar is required to use the condemnation award in the amount of \$40,445.00 for the following enhancements to the remainder of the Project Site:

- New pavilion;
- Bird watching platform/deck;
- Two foot-bridges;
- New plant and wildlife identification signs and
- Dog park area (fencing, water source, trash receptacles).

Failure to use the condemnation award on the facilities described above will constitute a default under the original Grant Award Agreement and this Amendment.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Chair, the date first above written.

RECIPIENT: TOWN OF MALABAR,  
a Florida local government

Debbly Franklin  
Witness Signature

Debbly Franklin  
Printed Name

By: Patrick T. Reilly  
Chair Patrick T. Reilly

Date: April 29, 2020

Debbly K. Franklin  
Witness Signature

Debbly K. Franklin  
Printed Name

Approved for Form and Sufficiency:

By: Karl W. Bohne, Jr.  
Karl W. Bohne, Jr.

**From:** Bibby, Bill Bill.Bibby@FloridaDEP.gov

**Subject:** RE: Malabar Grant

**Date:** November 4, 2022 at 9:46 AM

**To:** Matt Stinnett TownManager@townofmalabar.org

**Cc:** Reeves, Linda Linda.Reeves@FloridaDEP.gov, McMahon, William William.McMahon@FloridaDEP.gov, Roaza, Erin Erin.Roaza@FloridaDEP.gov, LaSeur, Lois Lois.LaSeur@FloridaDEP.gov, Jones, Ramsey L Ramsey.L.Jones@FloridaDEP.gov

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Good Morning Matt:

I have researched our files to get background on this issue. I do see a way forward.

But first, a brief discussion of the amended grant agreement. By virtue of the fact that the five improvements are expressly stated in the amended agreement, FCT considers that list to be a commitment on the part of the Town. To state clearly, the five improvements are required elements of the amended agreement. Thus, the Town would be obligated to complete all five facilities.

Given the costs involved and the fact that the Town Council has already taken the dog park off the table, it is clear that an amendment to the Amended Grant Agreement is necessary. Before we can begin drafting an amendment, we need to come to agreement on a more detailed list and description of improvements to be funded by the \$40,445 FDOT payout. Please provide a revised list of improvements, including a brief description of the improvement, an estimated date (month and year) of completion for the element and a dollar amount. Include any backup documents that you think necessary, such as the estimate on the pavilion. Also include a conceptual site plan showing the location of the improvements. Make certain this list exhausts the \$40,445 payout.

FCT will review the proposed list of improvements. We may (or may not) have comments or suggestions on the revised list. Once FCT approves the list, we will draft an amendment for execution.

We look forward to working with you to bring this issue to resolution. Let me know if you have questions

Thank you.



**Bill Bibby, FCCM**

Florida Department of Environmental Protection  
Division of State Lands/Florida Communities Trust  
Planner IV

[Bill.Bibby@FloridaDEP.gov](mailto:Bill.Bibby@FloridaDEP.gov)

[FloridaCommunitiesTrust@FloridaDEP.gov](mailto:FloridaCommunitiesTrust@FloridaDEP.gov)

Office: 850-245-2783

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**From:** Matt Stinnett <TownManager@townofmalabar.org>

**Sent:** Thursday, November 3, 2022 2:50 PM

**To:** Bibby, Bill <Bill.Bibby@FloridaDEP.gov>

**Cc:** Reeves, Linda <Linda.Reeves@FloridaDEP.gov>

**Subject:** Malabar Grant

# TOWN OF MALABAR

## COUNCIL MEETING

**AGENDA ITEM NO: 12.i.**  
**Meeting Date: September 14, 2021**

Prepared By: Debby K. Franklin, C.M.C., Town Clerk/Treasurer

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**SUBJECT: Amended Florida Communities Trust (FCT) Grant Requirements re: Fern Creek**

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### **BACKGROUND/HISTORY:**

This requirement just recently came to our attention. Staff had the understanding that when the transfer of the conservation land known as Fern Creek was done between the State DEP agency to the State DOT agency the Town was compensated for the improvements it made at the site.

Apparently, there was a series of activities that involved the three affected parcels that occurred over a period of time from 2019 until now.

- 3/2019: dealing with the State DOT on identifying the ROW needed for the intersection improvements and executed resolutions stating the property was no longer needed for Town purposes.
- 6/2019 Received Purchase Agreement and closing statement on Fern Creek. Got executed copies from State DOT.
- 10/2019 TM Matt sent memo to Park and Recreation Board advising them of the upcoming \$40,445.00 in funds from the sale and asked for input on how to spend on FCT property improvements. No action resulted from this Park Board meeting and there was no follow up at Council.
- 4/2020 the Town executed an Amended Grant Award Agreement that committed the Town to spending the funds on five specific enhancements on the remaining FCT properties. This agreement was then filed in with the resolutions done in 2019 and forgotten about.
- 6/2020 Town received notice that the \$40,445.00 was received from the State DEP
- 6/2020 TM Matt got email from State DEP asking for status of timeline for the added enhancements.
- 12/2020 Town receives acknowledgement of the annual Stewardship Report from the State DEP with no reference to the new requirement enhancements.
- 6/2021 TM Matt got an email from State DEP asking for a copy of the recorded Amended Grant Award Agreement. Town found it in file, but it was not recorded. Town got it recorded with assistance of Attorney Bohne and provided to the State DEP. State DEP is now requiring a timeline for these enhancements to be complete, and they were never formally approved of by Council.

**FINANCIAL IMPACT:** \$40,445.00 we received and put in unrestricted Fund Balance for Park and Trail use now must be allocated to a restricted for specific improvements only on FCT property. So, these funds can't be used in the Malabar Community Park, or for the refurb of the historical house in front of the Fire Station or at the Eagle Next Trailhead. All of these projected were seeking use of these funds.

### **ATTACHMENTS:**

Email thread from 2020-2021  
Amended Grant Agreement

### **ACTION OPTIONS:**

No Action Requested at this time – Discussion for record

Re: Amended Grant Award Agreement - 96-019-P7A (Malabar Sanctuary Greenway )

Debby Franklin <townclerk@townofmalabar.org>

Tue 8/24/2021 2:30 PM

To: Matt Stinnett <TownManager@townofmalabar.org>

Cc: Lisa Morrell <LMorrell@townofmalabar.org>; Richard Kohler <rkohler@townofmalabar.org>; Dorothy Carmel <dcarmel@townofmalabar.org>

1 attachments (104 KB)

FCT imp.pdf;

The partial release is recorded we did that in 9/2019.

The 5th "Whereas" in the amended Grant award Agreement:

*Whereas, the Town of Malabar has proposed, and the FCT has approved, a plan to enhance the remainder of the Project Site with the funds from the condemnation award;*

I thought we were being paid the 40K for the land value and the basic improvements we made to Fern Creek. I guess we never really read the Grant award. I have not known about plans to spend the money on specific items in FCT property (Cameron Preserve, Golf Disc and Eschenberg Preserve) such as Rita listed in the 6/1/2020 email. The "Whereas" statement doesn't specifically list those items in her email. Is there a document where council committed to this?

The Oct 2020 Stewardship Report did not reference any of these items and Rita reviewed the report and approved it in Dec 2020 without mention of these additional requirements.

I think we can claim the new platform in the Cameron Preserve for both the pavilion and the bird watching platform. T&G has done foot bridges within conservation areas that connect to FCT land. Richard said they also did some smaller ones in Cameron Preserve that he will get pictures of. The gazebo at the Golf Disc Preserve could also be credited to the pavilion requirement. The Town has also upgraded the parking area in both the Disc Golf and the Cameron Preserve.

T&G also created a QR code on signage and on business cards to locate where people are in the FCT property - maybe they can expand on that to create general plant information found within these areas.

There is no Council support for a dog park. There are several in surrounding communities that can provide drinking water. The only potable water we have it at the SandHill Trailhead which is not FCT property. Dogs are allowed on leashes in all Town Public land but with no city water the likelihood of being able to provide a drinking water source is slim. We also don't have regular Park staff to provide daily maintenance of a dedicated "dog Park" which would be needed for the pet waste.

I have attached some ideas from Drew to Park Bd but they are for going forward - not the 40K.

We will include additional references to these improvements in the next annual report (due 10/2021) - I don't know who is going to respond to Rita regarding this.

*Debby K. Franklin*

Certified Municipal Clerk

Town Clerk Treasurer

townclerk@townofmalabar.org

321-727-7764



Town of Malabar  
2725 Malabar Road  
Malabar, FL 32950

On Aug 31, 2021, at 2:38 PM, Ventry, Rita <Rita.Ventry@floridadep.gov> wrote:

Matt – Now that we have the Amended Grant Agreement recorded and back to FCT, I still need an answer to the questions below which I have highlighted. Please respond by September 7, 2021 as to whether or not they have been developed. You may just notate in red below if the element has been completed and when. If not developed, you still have until September 23 to return the timeline for which they will be built.

Thanks in advance.

*Rita Ventry*

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From: Matt Stinnett <TownManager@townofmalabar.org>  
Sent: Tuesday, September 7, 2021 5:01 PM  
To: Ventry, Rita <Rita.Ventry@FloridaDEP.gov>  
Cc: Lisa Morrell <LMorrell@townofmalabar.org>  
Subject: Re: Amended Grant Award Agreement - 96-019-P7A (Malabar Sanctuary Greenway )

Hey Rita,

As of now I don't believe any of the below items have been completed. With covid and my absence this project has taken a back seat on the priority list. I believe we can accomplish a couple of the smaller projects and develop a solid design/plan for accomplishing a couple of the larger items this coming year.

I have put some dates next to them as to when I believe we can accomplish the construction. In regards to the dog park, this list was originally put together rapidly in order to settle everything for the FDOT project and I have some concerns on the feasibility of that item. I would like to look into it a little deeper before saying it is unfeasible, but would it be possible to amend the agreement and replace that item with other assets at a later time?

Also, has the Town developed out the required elements with \$40K from the FDOT condemnation award? If not, please give us a timeline within the next 30 days by which they will be developed. These facilities are listed below:

- o New pavilion FY 2023
- o Bird watching platform/deck FY 2023
- o Two foot-bridges FY 2022
- o New plant and wildlife identification signs FY 2022
- o Dog park area (fencing, water source, trash receptacles) FY 2024

Best Regards,  
Matthew R Stinnett, MPA  
Town Manager



Town of Malabar  
2725 Malabar Road  
Malabar, FL 32950

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On Apr 27, 2020, at 1:55 PM, Ventry, Rita <[Rita.Ventry@dep.state.fl.us](mailto:Rita.Ventry@dep.state.fl.us)> wrote:

Matt – Please find the attached Amended Grant Award Agreement for execution by the Town. This document will be used as a means of reimbursing the Town with the \$40,445.00 awarded for the Condemnation of a portion of Malabar Sanctuary Greenway FCT project. It also states the requirements for the funds to be utilized for.

Please return the executed document back to us no later than May 11, 2020. This is necessary to have the funds reimbursed to the Town around the first of June. If you have any questions, please feel free to contact me via email. Thanks!

*NO COUNCIL MEETINGS  
MAR 15, APR 5, APR 19  
or MAY 18, 2020*

*Rita Ventry*

**Rita Ventry, FCCM**  
Planner IV, Division of State Lands  
Florida Communities Trust  
Florida Department of Environmental Protection  
3800 Commonwealth Boulevard, MS 585  
Tallahassee, Florida 32399-3000  
[Rita.Ventry@FloridaDEP.gov](mailto:Rita.Ventry@FloridaDEP.gov)  
Office: 850.245.2683  
<https://floridadep.gov/lands/land-and-recreation-grants/content/fct-florida-communities-trust-home>

*Town Executed  
& SENT BACK.*

\*

**From:** Matt Stinnett <[TownManager@townofmalabar.org](mailto:TownManager@townofmalabar.org)>  
**Sent:** Monday, April 27, 2020 2:46 PM  
**To:** Ventry, Rita <[Rita.Ventry@dep.state.fl.us](mailto:Rita.Ventry@dep.state.fl.us)>  
**Subject:** Re: Amended Grant Award Agreement - 96-019-P7A (Malabar Sanctuary Greenway )

Received, I'll get this back to you.

Best Regards,  
Matthew R Stinnett  
Town Manager

**From:** Ventry, Rita <Rita.Ventry@FloridaDEP.gov>

**Sent:** Monday, August 23, 2021 9:38 AM

**To:** Matt Stinnett <TownManager@townofmalabar.org>

**Subject:** FW: Amended Grant Award Agreement - 96-019-P7A (Malabar Sanctuary Greenway )

Good Morning Matt – This is a follow up on the recorded amendment to the Grant Award. Due to the shut down during COVID I think this just fell through the cracks but I cannot find a copy of the recorded document if you sent it back to me. Could you please send me a copy for our files. It was due by June 19, 2020. I apologize if I have overlooked where you sent it to me, but if you can resend that would be great.

Also, has the Town developed out the required elements with \$40K from the FDOT condemnation award? If not, please give us a timeline within the next 30 days by which they will be developed. These facilities are listed below:

- o New pavilion
- o Bird watching platform/deck
- o Two foot-bridges
- o New plant and wildlife identification signs
- o Dog park area (fencing, water source, trash receptacles)

If you have any questions or concerns, please let me know.

Thanks in advance.

*Rita Ventry*

<image001.png>

**Rita Ventry, FCCM**  
 Planner IV, Division of State Lands  
 Florida Communities Trust  
 Florida Department of Environmental Protection  
 3800 Commonwealth Boulevard, MS 585  
 Tallahassee, Florida 32399-3000

**No interim communication? From May 2020 to August 2021?**

**From:** Ventry, Rita <Rita.Ventry@dep.state.fl.us>

**Sent:** Thursday, May 21, 2020 12:54 PM

**To:** Matt Stinnett <TownManager@townofmalabar.org>

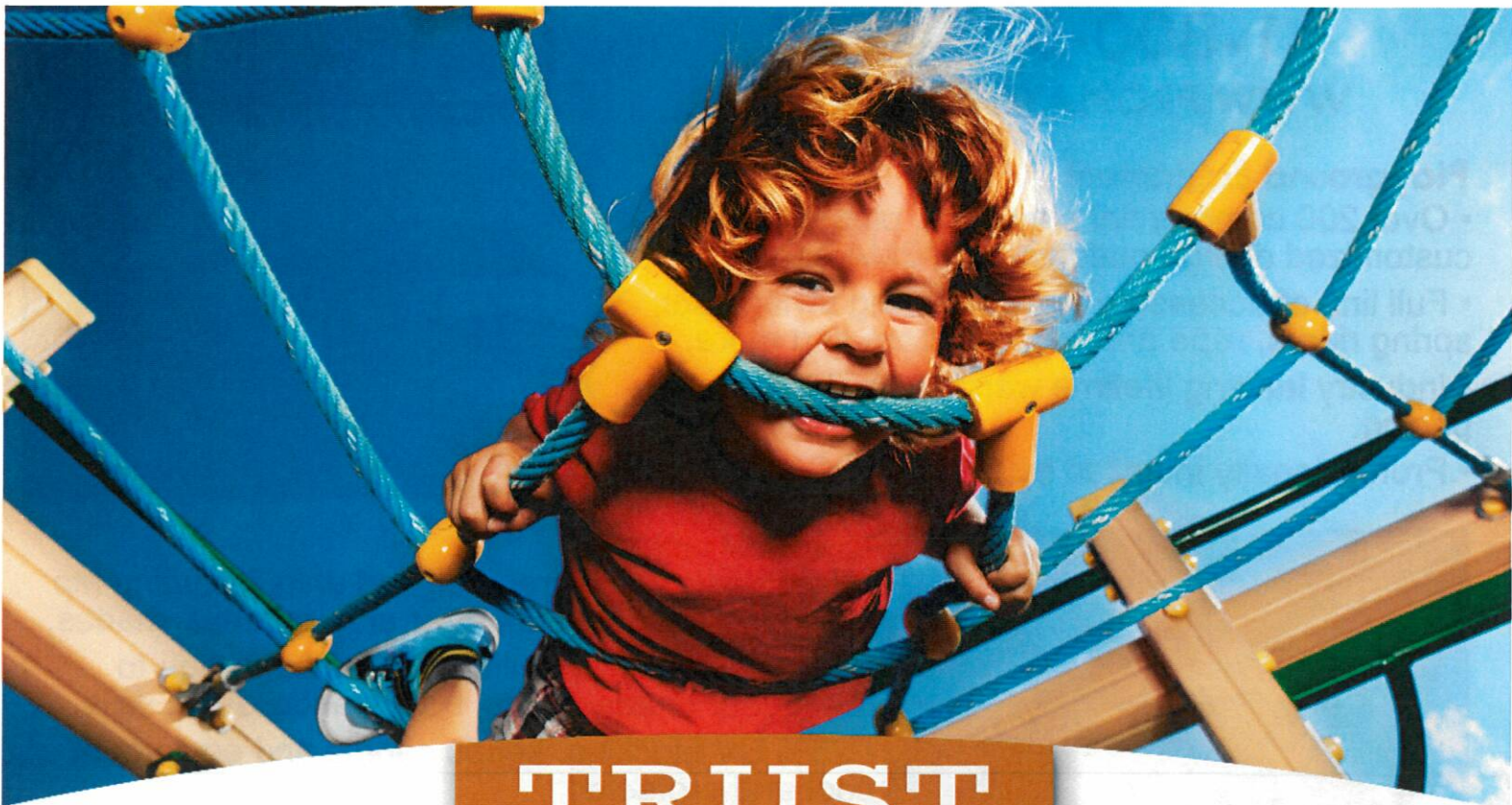
**Subject:** RE: Amended Grant Award Agreement - 96-019-P7A (Malabar Sanctuary Greenway )

Matt – Hope you are doing well. Please see attached the executed amended Grant Award Agreement. Please have it recorded and a copy of the recorded document returned to us no later than June 19, 2020.

*TOWN DID NOT RECORD 4/21/2021*

If you have any questions or concerns, please let me know. We are still working remotely from home, but I can be reached through my email. Thank you!

*Rita Ventry*



**TRUST**  
— *the* —  
**EXPERTS**

For over a decade, our customers have entrusted us to provide safe and affordable playground and recreational equipment. Our team of Certified General Contractors and Playground Safety Inspectors will insure that your project is completed to perfection, providing truly turnkey service, with every step of the process from planning and budgeting, through the installation being handled under one roof.





### Playground Equipment

- Over 200 commercial play units, plus endless customized design options, all IPEMA certified.
- Full line of accessory units including swing sets, spring riders, rope and rock climbers and more.
- Industry leading lifetime warranty and affordable pricing.
- Professionally installed by CPSI and CGC.



### Shade Structures

- Large catalog of pre-designed units including hip and ridge shades, cantilever and umbrella shades.
- Broad design capability and customization to meet your shade needs, both standard and sails.
- 95% UV blocking, keeps people and equipment cool and protected.
- Compliant with FBC wind load requirements.

### Surfacing Products

- Poured in place rubber surfacing for playgrounds, splash pads, entry ways, etc.
- Over 50 varieties of artificial turf for leisure, play, animal and sport applications.
- Eco friendly recycled rubber mulch for playground surfacing.
- Professional installation by certified installers.



### Site Amenities and Dog Park

- Full catalog of benches and tables to meet your needs with custom colors, logos, finishes, etc.
- Trash receptacles, dog waste stations, grills, bike racks, bleachers and more, all customizable.
- Dog park accessories including obstacle courses, waste and watering stations, etc.
- Custom amenities, fire pits, ADA, etc.

### Fitness and Athletic Equipment

- Selection of products for athletic needs including basketball, soccer and football goals.
- Outdoor fitness equipment for exercising, including cardiovascular and strength training products.
- Commercial grade products constructed with durable materials to ensure a lifetime of use.





The Play & Recreation Experts

Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

Quote

Date	Estimate #
7/7/2022	15950

Project Name
Malabar Pavilion



WE WILL BEAT ANY PRICE BY 5%!

Customer / Bill To
Town of Malabar Lisa Morrell 2725 Malabar Rd. Malabar, FL 32950

Ship To
Town of Malabar Lisa Morrell 2725 Malabar Rd. Malabar, FL 32950

Item	Description	Qty	Cost	Total:
CSSD	<b>**SHELTER**</b> Steelworx Shelter, 12x24 Hip with 8'eave, 4:12 pitch, powdercoated, 24ga multirib roofing, 4 columns	1	15,050.00	15,050.00
ENGDRAW	Engineered Drawings for Permitting	1	1,080.00	1,080.00
Shipping	Combined Shipping and Freight Charges	1	4,560.00	4,560.00
	<b>**Raw Materials**</b>			
RMC	Ready Mix Concrete 2500 PSI MIN	6	195.00	1,170.00
RBAR5	No. 5 Rebar	200	1.75	350.00
	<b>**Labor and Installation**</b>			
FLIFTDAY	Telescopic Fork Lift Daily Rental	1	1,308.10	1,308.10
DELFFEE	Equipment Delivery / Pick Up Fees	1	300.00	300.00
LBR	Labor and Installation	1	12,585.10	12,585.10
PT	Portable Toilet	1	150.00	150.00
TRSH	Fees for dumpsters, debris hauling or other trash/materials removal including spoils from excavations.	1	725.00	725.00
ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.		2,000.00	2,000.00

**AGREED AND ACCEPTED:**  
If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Name / Title Date

Subtotal:	\$39,278.20
Sales Tax: (7.5%)	\$0.00
<b>Total:</b>	<b>\$39,278.20</b>

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

**Model: Steelworx Hip Shelter, 12' x 24'**  
**Model # HP-1224-SW**

**Manufacturing Mission:** To provide all prefabricated components and installation instructions for a 12' wide (measured from eave to eave) by 24' long free standing bolt together, tubular steel constructed shelter kit.

**Design Criteria:** Structure is typically designed for a 25 lb live load and a 90 mph wind load capacity, but can be designed based on specific site requirements upon request. All structural members are ASTM A-500 U.S. grade B steel. Welded connection plates shall be ASTM A-36 hot rolled steel. All welding performed to latest AWS standards by ASTM Certified welders and provided in accordance to same.

**Tubular Steel Columns and Beams:** Standard column dimension shall be 5" x 5" x 3/16" tubular steel welded to 5/8" base plate. Main support beams are 7" x 5" x 3/16" and purlins are 6" x 3" x 1/8". All framing connections are done using A325 grade bolts within concealed access openings from above and will later be concealed by the roofing. All roof framing shall be flush against the roof decking to eliminate the possibility of bird nesting. Steel sizes are preliminary and may change upon final engineering based on actual site conditions and load requirements (site specific engineering shall be an additional cost).

**Roofing:** 24 Ga. pre-cut steel panels with Kynar 500 finish in a variety of colors with white underside. Standard roof slope is a 4/12 pitch with a eave height of 8'-0". Also available with 6/12 or 8/12 pitch roof. Attached to structural framing with engineered strength self tapping screws.

**Frame Finish:** All steel framework will receive a corrosion protective TGIC Polyester powder coat, electro-statically applied and cured at 400°F. A large selection of standard colors are available.

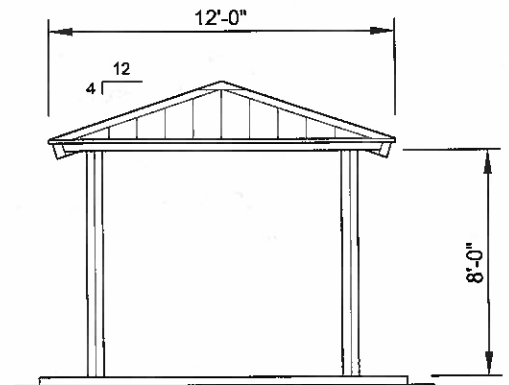
**Foundation:** All columns need to be anchored to concrete footings (footing design provided separately). Columns can be surface mounted with anchor bolts at or below finish slab elevation or they can be embedded directly into the footing. Optional base plate covers are available at an additional cost.

**Hardware:** All structural hardware and roofing fasteners shall be provided.

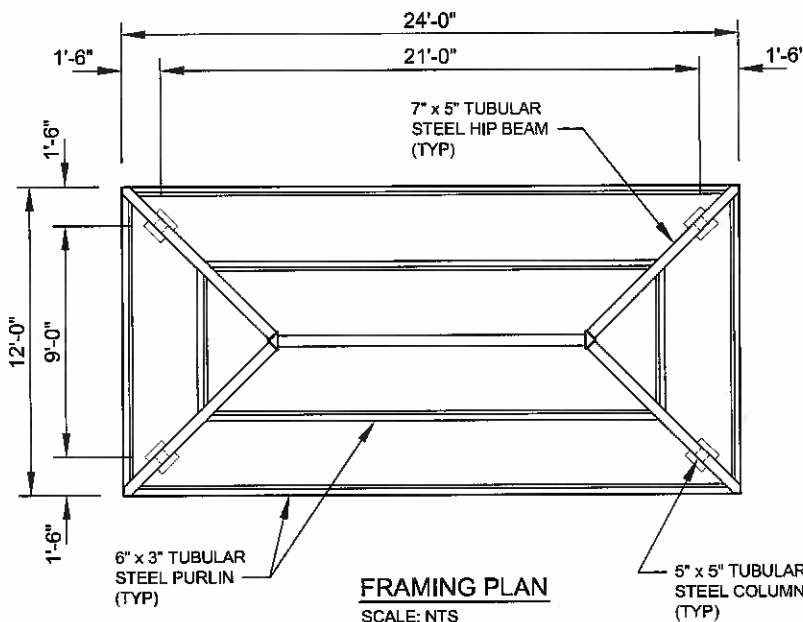
**Not Included:** Concrete work of any kind, unloading of product and installation.

**Additional Options:**

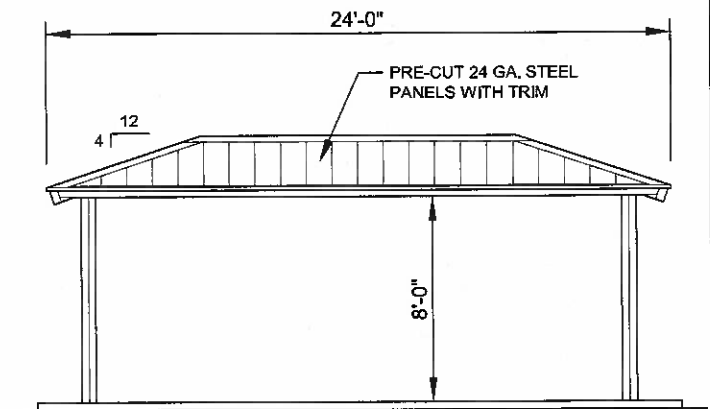
- Flexibility of Design
- Such as: Height and Pitch
- Additional Engineering
- Variety of Colors
- Decorative Railings, Lattice, Braces, Trim, etc.
- Cupolas and Rooftop Accs.
- Column Style Variations
- Lexan Wind Screens
- Standing Seam Roofing
- Composite Finished Ceiling
- Solar Panels & Solar Lighting
- Site Furnishings and Accs.



**SIDE ELEVATION**  
SCALE: NTS



**FRAMING PLAN**  
SCALE: NTS



**FRONT ELEVATION**  
SCALE: NTS



11800 East 9 Mile Road  
 Warren, MI 48089  
 Office: (586) 486-1088  
 Fax: (586) 754-9130  
 Toll Free: (800) 657-6118  
 Email: info@coverworx.net  
 www.CoverWorx.net

Steelworx Hip Shelter - 12' x 24'

Page 19

Model: HP-1224-SW

DESIGN SPECIFICATIONS



## THE PRO PLAYGROUNDS DIFFERENCE

### Equipment and Products

When you purchase playground equipment from us, you're buying direct. This means that you are getting the absolute lowest price possible. We do not utilize sales reps, middle men or distributors like many of our competitors do, this gives you more purchasing power. We have hundreds of playgrounds available for purchase and can custom design most anything to meet your needs. We have a vast product offering including shade structures, site amenities and playground surfacing like artificial turf and poured in place rubber.

### Installation

We are one of only a few companies in the United States that actually service and install the products we sell in house. This means that the person you speak to when you buy your playground may very well be the person who installs it. Our competitors use local sub contractors, many of whom know nothing about installing a playground or playground safety, and worse many of whom are unlicensed, uninsured and a high risk.

### Services

We are truly a full service parks and recreations firm. We take care of every aspect of your playground project in house, from the design, to the sale to the installation. We have in house capabilities that are unmatched by our competitors. From traditional construction needs like sidewalks, to the safety surfacing including poured in place rubber and rubber turf, a single contractor with a huge list of capabilities. Our competitors subcontract these services, that means higher prices, lower quality, longer lead times and a lack of accountability.

### Licensing

We are State Certified General Contractors and licensed Playground Safety Inspectors. This means that we have the knowledge, experience and legal ability to complete your project. Many firms that install playground equipment are unlicensed, inexperienced and uninsured.

### Experience

We have designed and installed over 100 playgrounds in the USA, from start to finish. We have experience with projects as small as \$5,000 and as large as \$500,000. Our firm has provided expert testimony in court cases involving playground equipment. When it comes to playgrounds, we are the experts.

### Accountability

We still believe that the customer is always right. We also feel that our responsibilities to our customers do not end once we have completed a sale, in fact that's when they truly begin. Our service after the sale is unparalleled. If you have any problems or issues with your equipment, we resolve the problems in house. Our competitors have only one concern and that is closing the sale.

## Prices & Shipping Charges

Please refresh this page before continuing.  
Engraved Sign Plate Prices

(Does not include stakes: Stakes are sold separately, prices and sizes shown below)

Size Plate	Black or Greens	Red or White
1.5"x3"	\$6.62	\$7.92
2"x4"	\$8.40	\$9.79
3"x4"	\$11.00	\$12.39
3"x5"	\$12.59	\$15.76
3"x6"	\$15.76	\$18.20
4"x5"	\$18.88	\$22.04
4"x6"	\$20.64	\$24.15
4"x7"	\$23.43	\$26.24
4"x8"	\$25.18	\$29.74
5"x7"	\$34.62	\$37.43
6"x8"	\$46.17	\$48.95
5"x10"	\$52.82	\$54.92

BE RESPONSIBLE  
CLEAN UP AFTER  
YOUR PET.

## High Quality Plant Identification Signs

- Our signs are used for permanently identifying plants and are suitable for heavy-duty, commercial outdoor use by botanical gardens, zoos, hotels, malls, colleges, private growers/collectors, nurseries, amusement parks, golf courses, public parks, resorts, etc.
- Signs are made of heavy-duty 1/8" thick laminated UV- and weather-resistant, outdoor-rated plastic material.
- Colors available are: **Black** (mildly textured surface) with white letters, **White** (mildly textured surface) with black letters, **Forest Green** (glossy surface) with white letters, **Apple Green** (matte surface) with white letters, and **Red** (matte surface) with white letters.
- We offer three different sign mounting systems. All use galvanized steel, with a 30° bend at the top
  - Type A Stakes are attached using U-V resistant epoxy without a supporting back plate.
  - Type B Stakes have a steel plate with flanges on the sides and bottom, where the sign plate is inserted. These stakes have a point at the bottom, making inserting into the ground easier. Our most popular stake.
  - Type C Stakes have a flat metal plate at the top of the stake where the customer attaches the sign plate using whatever method is desired. They have a point at the bottom like the Type B Stake.
- Signs are engraved to your specifications with your text on our computerized engraving machine. Items that may be included on signs are genus, species, common name, family, origin or accession number. What to put on the signs is up to you.
- The fonts are scalable and may be *italicized*, engraved in all CAPITAL LETTERS or underlined if desired, to set various lines apart.

Brochure updated September 1, 2022

### COLOR & FONT CHOICES

*Hibiscus rosa-sinensis*  
"Cherry Nectar"  
Malvaceae Hybrid Origin

HOSTA

*Blue Mouse Ears*

*Aechmea fasciata*  
"Silver Vase"  
Bromeliaceae Brazil

*Acer palmatum*

"Bloodgood"

POISON OAK  
*Toxicodendron diversilobum*  
KEEP AWAY!

The Standard Block  
Font is included in the  
prices indicated. Other  
fonts are available for  
\$1.00 per sign additional.  
Ask for details.

Payment by check, purchase order,  
PayPal, Visa, Mastercard & American  
Express & Venmo accepted.

**To request a free sample 2"x4" plate, please send us your name, address, phone number, and what you would like engraved on your sample, the color wanted, along with a description of how/where you are considering using our signs. Please call if you have any questions.**

**IF YOU PLACE AN  
ORDER BY EMAIL AND  
DO NOT GET A RESPONSE WITHIN  
48 HOURS, PLEASE CALL!**

*\*Please see our website  
[www.plantsigns.com](http://www.plantsigns.com) and our  
Facebook page for many pictures showing  
different uses and applications  
for our signs.*

- Signs and Stakes are sold separately.
- Every sign is individually engraved to suit your needs.

### ORDERING:

**Because every sign and order is different, there is no standard "Form" for ordering. To make a sign order, send us an email or letter including the following.**

1. A sketch (or description in words) showing the typical layout of your signs, indicating the relative size of each line and where italics or capital letters are desired. Every customer's orders are individualized with the text and layout you want.
2. The number of signs in this order.
3. The size and color of the sign plates you are ordering.
4. The type of stake mounting system desired, A, B or C (if any), or whether holes or rounded corners are wanted. (extra cost)
5. An Excel file or Word document showing the text you want on each sign in the following sample format (each row for a separate sign):

**Column 1** shows what you want on the top line of each sign

**Column 2** shows what you want on the 2nd line

**Column 3** shows what you want on the lower left or bottom line

**Column 4** shows what you want on the lower right corner (if applicable)

When entering your data, if you want a particular line in italics, type the words in your list in italics, or if you want a line in all Capital letters, type them in all capital letters. When typing scientific names, the Genus should start with a capital letter, with all the letters in the species in all lower case letters. When typing Common Names, the first letter of each common name word should be capitalized.

Indicate how you will be paying for your order. We accept checks, VISA, MasterCard, American Express, PayPal, Venmo and purchase orders. **To pay by credit card, please call** with your account number, name on card, expiration date and security code, card billing address, along with the total amount of your order. **DO NOT email credit card information.** When ordering by email, please ask for a return email confirming receipt of the order.

# PLANT SIGNS

### BOTANICAL GARDEN SIGNS



HIGH QUALITY PLANT  
I.D. SIGNS & STAKES  
MADE TO ORDER

## PLANT SIGNS

1384 South 700 West | Springville, UT 84663  
TEL (801) 900-1182

Email: [sales@plantsigns.com](mailto:sales@plantsigns.com)  
[www.plantsigns.com](http://www.plantsigns.com)  
Established 1996

All our work is guaranteed for 2 years.

## STAKE COMPARISONS

### TYPE A STAKES

#### Advantages:

- No rivets or frame to distract
- Entire plate surface is available for engraving
- Can be re-used, but some preparation of stake is required before epoxying.
- Stakes come with sign plates already attached with epoxy



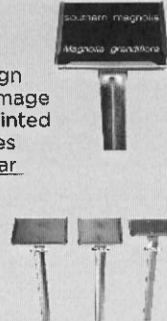
#### Disadvantages:

- Plates may fall off and have to be re-epoxied after a few years
- Breakage/damage from impact from garden equipment, visitors, etc. is likely
- Bottom end of stake is square, not as easy to push into the ground as Types B and C

### TYPE B STAKES:

#### Advantages:

- Maximum protection of sign plate from mechanical damage
- Bottom end of stake is pointed
- Can be re-used if plant dies
- Our sturdiest, most popular mounting system



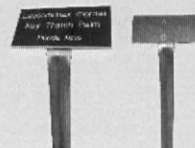
#### Disadvantages:

- The frame covers about 1/4" of the sign bottom and sides (frame at bottom and sides)

### TYPE C STAKES:

#### Advantages:

- No frame around sign to distract
- Entire plate surface is available for engraving
- User can choose own mounting method (epoxy, 2-sided tape, pop-rivets, etc.)
- Metal plate behind sign protects from mechanical damage
- Can be re-used if plant dies.
- Bottom end of stake is pointed
- User attaches sign to metal plate as desired



### NO STAKES:

#### Advantages:

- User can attach sign to any surface or locally obtained stake or post as desired
- Holes can be drilled for hanging by wire or other method
- Entire plate surface is available for engraving
- Shipping without stakes is less expensive than for signs with stakes



#### Disadvantages:

- If no holes are ordered with the signs, customer needs to do this if desired.

## ENGRAVED SIGN PLATE PRICES

(Does Not Include Stakes. See Below)

SIZE PLATE	BLACK or GREENS	RED or WHITE
1.5x3	\$6.62	\$7.92
2x4	\$8.40	\$9.79
3x4	\$11.00	\$12.39
3x5	\$12.59	\$15.76
3x6	\$15.76	\$18.20
4x5	\$18.88	\$22.04
4x6	\$20.64	\$24.15
4x7	\$23.43	\$26.24
4x8	\$25.18	\$29.74
5x7	\$34.62	\$37.43
6x8	\$46.17	\$48.95
5x10	\$52.82	\$54.92
8x10	\$82.91	\$89.90

### Extra Options Available

Holes in signs are \$.25 each. Rounded corners are \$1.00 per sign. **Stakes are also for sale without signs.** We can also engrave simple logos. Just ask! Other sizes are available upon request. A minimum of 50 each for custom sizes.

## TYPE B STEEL STAKES W/ FRAME

(Sign plate slips into frame from the top:)

Size Sign	8"	12"	17"	24"
1.5x3	\$5.88	\$6.01	NA	NA
2x4	\$6.05	\$6.12	\$6.29	\$7.01
3x4	NA	\$6.33	\$6.44	\$7.13
3x5	NA	\$6.44	\$6.77	\$7.51
3x6	NA	\$6.55	\$6.91	\$7.68
4x5	NA	NA	\$7.04	\$7.89
4x6	NA	NA	\$7.23	\$8.03
4x7	NA	NA	\$7.39	\$8.23
4x8	NA	NA	\$7.58	\$8.35
5x7	NA	NA	NA	\$8.50
6x8	NA	NA	NA	\$9.24
5x10	NA	NA	NA	\$10.23
8x10	NA	NA	NA	\$11.55



Type B Stake

**QUANTITY DISCOUNTS ARE CUMULATIVE**  
 5% discount for 50 signs  
 10% discount for 100 signs  
 15% discount for 250 signs  
 20% discount for 1000+ signs  
 Discounts may apply to stakes purchased separately

## SHIPPING INFORMATION:

Charges for UPS Ground for 2"x4" sign plates on 17" or 24" Stakes, or 17" or 24" Stakes ordered Separately Includes cost of box & packing material  
 # of 2"x4" Signs on 17" Stakes in this Order:

	1-4	5-10	11-20	21-30	31-40	41-50
Utah	15.52	20.37	22.67	27.25	31.52	36.00
States Adjacent to Utah & West Coast	19.71	24.63	26.73	33.00	38.88	51.51
TX to ND & MO	20.59	24.94	28.49	38.88	43.52	54.32
South & Midwest	25.09	31.42	37.55	49.55	57.32	72.03
VA, WV, NE States	29.59	37.90	46.60	60.02	71.12	89.74

Prices in table above include box, packing, material & UPS Ground Shipping and Insurance.

#### SHIPPING ADJUSTMENT FACTORS:

- Deduct 25% for signs on 8" or 12" Stakes.
- Add 15% to the table amount above for 3"x4" signs.
- Add 20% to the table amount above for 3"x5" signs.
- Add 25% to the table amount above for 3"x6" signs.
- Add 30% to the table amount above for 4"x5" signs.
- Add 35% to the table amount above for 4"x6" signs.
- Add 40% to the table amount above for 4"x7" signs.
- Add 45% to the table amount above for 4"x8" signs.
- Add 50% to the table amount above for 5"x7" signs.
- Add 55% to the table amount above for 6"x8" signs.
- Add 60% to the table amount above for 8"x10" signs.
- Add columns to get rates for orders over 50 signs.
- Overseas & Hawaii customers: Cost + \$10.00 per box for packing.
- Customer's shipping acct: \$10.00 per box for packing.
- Shipping to Other Areas: Cost plus \$10.00 per box (Inquire)

Payment may be made by VISA, MC, AMEX, PayPal, Venmo Check or Purchase Order

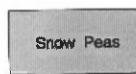
Up to Ten words are included in the sign prices shown. Additional words are \$.25 per word per sign.

We offer an additional 10% discount to authorized Scout or Youth Projects. To get this discount, the Scout or youth must personally call to discuss the project.

## TYPE A STEEL STAKES:

(Includes Epoxying Sign Plate to Stake if desired)

Size Sign	8"	12"	17"	24"
1.5x3	\$2.88	\$3.01	NA	NA
2x4	\$3.01	\$3.51	\$3.85	\$4.56
3x4	NA	\$3.51	\$4.03	\$4.72
3x5	NA	\$3.51	\$4.03	\$4.72
3x6	NA	\$3.51	\$4.03	\$4.72
4x5	NA	NA	\$4.21	\$4.90
4x6	NA	NA	\$4.21	\$4.90
4x7	NA	NA	\$4.21	\$4.90
4x8	NA	NA	\$4.21	\$4.90
5x7	NA	NA	NA	\$5.09
6x8	NA	NA	NA	\$5.25
5x10	NA	NA	NA	\$5.44
8x10	NA	NA	NA	\$5.97



Type A Stake

Please note that the bend at the top of all stakes is included in stake length!

## TYPE C STEEL STAKES

Stakes w/ Flat Metal Plate (Customer attaches plate using own method):

Size Sign	8"	12"	17"	24"
1.5x3	\$5.30	\$5.45	NA	NA
2x4	\$5.45	\$5.81	\$6.01	\$6.56
3x4	NA	\$5.92	\$6.27	\$6.73
3x5	NA	\$6.01	\$6.44	\$6.87
3x6	NA	\$6.27	\$6.78	\$7.10
4x5	NA	NA	\$7.04	\$7.29
4x6	NA	NA	\$7.25	\$7.67
4x7	NA	NA	\$7.37	\$7.79
4x8	NA	NA	\$7.62	\$7.92
5x7	NA	NA	NA	\$8.52
6x8	NA	NA	NA	\$8.90
5x10	NA	NA	NA	\$9.08
8x10	NA	NA	NA	\$10.84



Type C Stake

**3% Discount if paying by check.**

Bridge Option 1, Trex Enhance Composite Deck Board:

Sold as a 16' board, with a width of 5.5". Sold at \$38.40 per.

4ft wide bridge would require 25 boards = \$960

Bridge Option 2, 1"x6" Pressure Treated Wood:

Sold as a 16' board, with a width of 6". Sold at \$5.28 per.

4ft wide bridge would require 25 boards = \$264

Bridge option 3, 2"x6" Pressure Treated Wood:

Sold as 16' board, with a width of 6". Sold at \$7.05 per.

4ft wide bridge would require 25 boards = \$352.50

Supports, 4"x4"x10" Pressure Treated Wood, sold at \$15.98 per:

Each side has 4 horizontal boards, and 12 vertical supports (5' per).

Horizontal Boards = 8 total = \$127.84

Vertical Supports = 6 total = \$95.88

Total supports = \$223.72

Securing hardware will be determined by product used. Option 1, Trex, has their own specialty fasteners (360 for \$149.00). If Pressure Treated Wood is chosen, general deck crews would suffice (47 4" crews for 9.98, would need approximately 450, or \$99.80.)

**Totals for Option 1: Trex Composite**

4ft wide bridge = \$960 (Decking) + \$298 (Fasteners) + \$223.72 (Supports) = \$1,481.72

**Totals for Option 2: 1"x6" Pressure Treated Wood**

4ft wide bridge = \$264 (Decking) + \$99.80 (Screws) + \$223.72 (Supports) = \$587.52

**Totals for Option 3: 2"x6" Pressure Treated Wood**

4ft wide bridge = \$352.50 (Decking) + \$99.80 (Screws) + \$223.72 (Supports) = \$676.02



# TOWN OF MALABAR

## PARKS AND RECREATION BOARD MEETING

### AGENDA ITEM NO: 7.b

Meeting Date: March 15, 2022

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT:** Motorized Vehicles on Trails

---

#### **BACKGROUND/HISTORY:**

- a. Under the Board Member Reports portion of the last meeting, Vice-Chair Thomas noted an increase in One-Wheel and E-Bike use in the Cameron Preserve.
- b. Board Member Hall suggested the Town Code may need to be updated to allow for their use, as the Code currently does not allow motorized vehicles on the trails.
- c. Staff research showed that there are 4 main types of motorized vehicles in use on trails:
  - a. One Wheel
    - i. A One wheeled device which uses a small electric motor. The rider leans forward to increase speed and lean back to break. Top speed on high end model is 20 mph.
  - b. E-Bike Class 1
    - i. A bicycle with an electric motor, but the user must pedal to use the motor. The electric motor does not provide assistance over 20 mph.
  - c. E-Bike Class 2
    - i. A bicycle with a throttle-accurate motor that does not provide assistance over 20 mph.
  - d. E-Bike Class 3
    - i. A bicycle with a motor that only provides assistance when the cyclist is pedaling and does not provide assistance over 28 mph.
- d. Velotric, an E-Bike manufacturer, provided a repository for state laws regarding E-Bikes. It was found that Florida:
  - a. Uses the Three-Class system.
  - b. Does not require a license to operate.
  - c. Minimum age to operate is 16.
  - d. Does not require users to register E-Bikes.
  - e. Does require users to wear a helmet.
  - f. Does not allow E-Bikes on sidewalks.

#### **ATTACHMENTS:**

- a. Town Code Chapter 12.5-53, Multi-Use Trails & Town Code Chapter 12.5-55, Bicycles confined to roads.
- b. Florida State Park Regulations on E-Bikes
- c. Florida State Statute 316.003, Definitions
- d. Florida State Statute 316.1995, Driving upon sidewalk or bicycle path.

#### **ACTION OPTIONS:**

- a. Discussion

**Sec. 12.5-48. Begging and soliciting.**

No person in a park shall solicit alms or contributions for any purpose whether public or private.

(Ord. No. 00-6, § 1, 3-5-01)

**Sec. 12.5-49. Exhibit of permits.**

No person in a park shall fail to produce and exhibit any permit from the town administrator or his designee, which claims to have, upon request of any authorized person who shall desire to inspect the same for purpose of enforcement and compliance with any ordinance or rule.

(Ord. No. 00-6, § 1, 3-5-01)

**Sec. 12.5-50. Interference with permittee.**

No person in a park shall disturb or interfere unreasonably with any person or party occupying any area, or participate in any activity, under the authority of a permit.

(Ord. No. 00-6, § 1, 3-5-01)

**Sec. 12.5-51. Vending and peddling.**

No person in a park or recreational facility shall expose or offer for sale any articles or things, nor shall he station or place any stand, cart, or vehicle for the transportation, sale, or display of any such article or thing. Exception is made as to any regularly licensed concessionaire acting by and under the authority and regulation of the town administrator.

(Ord. No. 00-6, § 1, 3-5-01)

**Sec. 12.5-52. Advertising and signs.**

(a) No person in a park or recreational facility shall announce, advertise, or call the public attention in any way to any article or service for sale or hire except in designated areas.

(b) No person in a park shall paste, glue, tack or otherwise post any sign, placard, advertisement, or inscription whatsoever, nor shall any person erect or cause to be erected any sign whatever on any public lands or highways or roads adjacent to the park.

(Ord. No. 00-6, § 1, 3-5-01)

**Sec. 12.5-53. Multi-use trails.**

All bridle trails located within the town are designed for shared use between walkers, bicyclists and equestrians. Trail users shall abide by the right-of-way signs along the trails. Additionally, no motorized vehicles are allowed on such trails.

(Ord. No. 00-6, § 1, 3-5-01)

**Sec. 12.5-54. Picnic areas and use.**

(a) The town administrator or his designated employees shall have the authority to regulate the activities in such areas when necessary to prevent congestion and to secure the maximum use for the comfort and convenience of all. Visitors shall comply with any and all directions given to achieve this.

(b) Availability. No person in a park shall violate the regulation that use of the individual fireplaces together with tables and benches adjacent thereto follow generally the rule of first come, first served.

(Ord. No. 00-6, § 1, 3-5-01)

**Sec. 12.5-55. Bicycles confined to roads.**

No person in a park shall ride a bicycle on, other than a paved vehicular road or path designated for that purpose. A bicyclist shall be permitted to wheel or push a bicycle by hand over any grassy area or wooded trail or any paved area reserved for pedestrian use.

(Ord. No. 00-6, § 1, 3-5-01)

**Sec. 12.5-56. Swimming.**

No individual shall swim, in any waters unless said waters are designated for that purpose.

(Ord. No. 00-6, § 1, 3-5-01)

**Sec. 12.5-57. Wheelchairs.**

Wheelchairs are allowed on all areas and all trails otherwise restricted to vehicles.

(Ord. No. 00-6, § 1, 3-5-01)

# GUIDELINES FOR BIKE USE

Florida State Park Regulations for E-Bikes

SHARE     

Human powered bikes are allowed, as described in Section 316.003, Florida Statutes (F.S.).

Human powered with electric assist bikes are allowed but may be operated only as described in Sections 316.003 and 316.1995, F.S.

Human powered with gas assist bikes are not allowed, as described in Section 316.003, F.S. · Motorized (gas or electric) bikes are not allowed, as described in Section 316.003, F.S.

## The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

### Title XXIII

#### MOTOR VEHICLES

### Chapter 316

#### STATE UNIFORM TRAFFIC CONTROL

[View Entire Chapter](#)

**316.003 Definitions.**—The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them in this section, except where the context otherwise requires:

(1) **AUTHORIZED EMERGENCY VEHICLES.**—Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, volunteer ambulance services, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

(2) **AUTOCYCLE.**—A three-wheeled motorcycle that has two wheels in the front and one wheel in the back; is equipped with a roll cage or roll hoops, a seat belt for each occupant, brakes that meet the requirements of Federal Motor Vehicle Safety Standard No. 122, a steering mechanism, and seating that does not require the operator to straddle or sit astride it; and is manufactured in accordance with the applicable federal motorcycle safety standards in 49 C.F.R. part 571 by a manufacturer registered with the National Highway Traffic Safety Administration.

(3) **AUTOMATED DRIVING SYSTEM.**—The hardware and software that are collectively capable of performing the entire dynamic driving task of an autonomous vehicle on a sustained basis, regardless of whether it is limited to a specific operational design domain. The term:

- (a) “Autonomous vehicle” means any vehicle equipped with an automated driving system.
- (b) “Dynamic driving task” means all of the real-time operational and tactical functions required to operate a vehicle in on-road traffic within its specific operational design domain, if any, excluding strategic functions such as trip scheduling and selection of destinations and waypoints.
- (c) “Fully autonomous vehicle” means a vehicle equipped with an automated driving system designed to function without a human operator.
- (d) “Operational design domain” means a description of the specific operating domain in which an automated driving system is designed to properly operate, including, but not limited to, roadway types, speed ranges, environmental conditions such as weather and time of day, and other domain constraints.

(4) **BICYCLE.**—Every vehicle propelled solely by human power, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term does not include a scooter or similar device.

(5) **BICYCLE LANE.**—Any portion of a roadway or highway which is designated by pavement markings and signs for preferential or exclusive use by bicycles.

(6) **BICYCLE PATH.**—Any road, path, or way that is open to bicycle travel, which road, path, or way is physically separated from motorized vehicular traffic by an open space or by a barrier and is located either within the highway right-of-way or within an independent right-of-way.

(7) **BRAKE HORSEPOWER.**—The actual unit of torque developed per unit of time at the output shaft of an engine, as measured by a dynamometer.

(8) **BUS.**—Any motor vehicle designed for carrying more than 10 passengers and used for the transportation of persons and any motor vehicle, other than a taxicab, designed and used for the transportation of persons for compensation.

(9) **BUSINESS DISTRICT.**—The territory contiguous to, and including, a highway when 50 percent or more of the frontage thereon, for a distance of 300 feet or more, is occupied by buildings in use for business.

(10) **CANCELLATION.**—Declaration of a license issued through error or fraud as void and terminated. A new license may be obtained only as permitted in this chapter.

(11) **CHIEF ADMINISTRATIVE OFFICER.**—The head, or his or her designee, of any law enforcement agency which is authorized to enforce traffic laws.

(12) **CHILD.**—A child as defined in s. 39.01, s. 984.03, or s. 985.03.

(13) **COMMERCIAL MEGACYCLE.**—A vehicle that has fully operational pedals for propulsion entirely by human power and meets all of the following requirements:

- (a) Has four wheels and is operated in a manner similar to a bicycle.
- (b) Has at least 5 but no more than 15 seats for passengers.
- (c) Is primarily powered by pedaling but may have an auxiliary motor capable of propelling the vehicle at no more than 15 miles per hour.

(14) **COMMERCIAL MOTOR VEHICLE.**—Any self-propelled or towed vehicle used on the public highways in commerce to transport passengers or cargo, if such vehicle:

- (a) Has a gross vehicle weight rating of 10,000 pounds or more;
- (b) Is designed to transport more than 15 passengers, including the driver; or
- (c) Is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act, as amended (49 U.S.C. ss. 1801 et seq.).

A vehicle that occasionally transports personal property to and from a closed-course motorsport facility, as defined in s. 549.09(1)(a), is not a commercial motor vehicle if it is not used for profit and corporate sponsorship is not involved. As used in this subsection, the term “corporate sponsorship” means a payment, donation, gratuity, in-kind service, or other benefit provided to or derived by a person in relation to the underlying activity, other than the display of product or corporate names, logos, or other graphic information on the property being transported.

(15) **COURT.**—The court having jurisdiction over traffic offenses.

(16) **COVERED FARM VEHICLE.**—A straight truck, or an articulated vehicle, which is all of the following:

(a) Registered in a state with a license plate, or any other designation issued by that state, which allows law enforcement officers to identify it as a farm vehicle.

(b) Operated by the owner or operator of a farm or ranch or by an employee or a family member of an owner or operator of a farm or ranch in accordance with s. 316.302(3).

(c) Used to transport agricultural commodities, livestock, machinery, or supplies to or from a farm or ranch.

(d) Not used in for-hire motor carrier operations; however, for-hire motor carrier operations do not include the operation of a vehicle meeting the requirements of paragraphs (a)-(c) by a tenant pursuant to a crop-share farm lease agreement to transport the landlord's portion of the crops under that agreement.

(17) CROSSWALK.—

(a) That part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway, measured from the curbs or, in the absence of curbs, from the edges of the traversable roadway.

(b) Any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

(18) DAYTIME.—The period from a half hour before sunrise to a half hour after sunset. The term “nighttime” means at any other hour.

(19) DEPARTMENT.—The Department of Highway Safety and Motor Vehicles as defined in s. 20.24. Any reference herein to the Department of Transportation shall be construed as referring to the Department of Transportation as defined in s. 20.23 or the appropriate division thereof.

(20) DIRECTOR.—The Director of the Division of the Florida Highway Patrol of the Department of Highway Safety and Motor Vehicles.

(21) DRIVER.—Any person who drives or is in actual physical control of a vehicle on a highway or who is exercising control of a vehicle or steering a vehicle being towed by a motor vehicle.

(22) DRIVER-ASSISTIVE TRUCK PLATOONING TECHNOLOGY.—Vehicle automation and safety technology that integrates sensor array, wireless vehicle-to-vehicle communications, active safety systems, and specialized software to link safety systems and synchronize acceleration and braking between two vehicles while leaving each vehicle's steering control and systems command in the control of the vehicle's driver in compliance with the National Highway Traffic Safety Administration rules regarding vehicle-to-vehicle communications.

(23) ELECTRIC BICYCLE.—A bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of less than 750 watts which meets the requirements of one of the following three classifications:

(a) “Class 1 electric bicycle” means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

(b) “Class 2 electric bicycle” means an electric bicycle equipped with a motor that may be used exclusively to propel the electric bicycle and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

(c) “Class 3 electric bicycle” means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 28 miles per hour.

(24) ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE.—Any self-balancing, two-nontandem-wheeled device, designed to transport only one person, with an electric propulsion system with average power of 750 watts (1 horsepower), the maximum speed of which, on a paved level surface when powered solely by such a propulsion system while being ridden by an operator who weighs 170 pounds, is less than 20 miles per hour. Electric personal assistive mobility devices are not vehicles as defined in this section.

(25) EXPLOSIVE.—Any chemical compound or mechanical mixture that is commonly used or intended for the purpose of producing an explosion and which contains any oxidizing and combustible units or other ingredients in such proportions, quantities, or packing that an ignition by fire, friction, concussion, percussion, or detonator of any part of the compound or mixture may cause such a sudden generation of highly heated gases that the resultant gaseous pressures are capable of producing destructive effect on contiguous objects or of destroying life or limb.

(26) FARM LABOR VEHICLE.—Any vehicle equipped and used for the transportation of nine or more migrant or seasonal farm workers, in addition to the driver, to or from a place of employment or employment-related activities. The term does not include:

(a) Any vehicle carrying only members of the immediate family of the owner or driver.

(b) Any vehicle being operated by a common carrier of passengers.

(c) Any carpool as defined in s. 450.28(3).

(27) FARM TRACTOR.—Any motor vehicle designed and used primarily as a farm implement for drawing plows, mowing machines, and other implements of husbandry.

(28) FLAMMABLE LIQUID.—Any liquid which has a flash point of 70 degrees Fahrenheit or less, as determined by a Tagliabue or equivalent closed-cup test device.

(29) GOLF CART.—A motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes.

(30) GROSS WEIGHT.—The weight of a vehicle without load plus the weight of any load thereon.

(31) HAZARDOUS MATERIAL.—Any substance or material which has been determined by the secretary of the United States Department of Transportation to be capable of imposing an unreasonable risk to health, safety, and property. This term includes hazardous waste as defined in s. 403.703.

(32) HOUSE TRAILER.—

(a) A trailer or semitrailer which is designed, constructed, and equipped as a dwelling place, living abode, or sleeping place, either permanently or temporarily, and is equipped for use as a conveyance on streets and highways; or

(b) A trailer or a semitrailer the chassis and exterior shell of which is designed and constructed for use as a house trailer, as defined in paragraph (a), but which is used instead, permanently or temporarily, for the advertising, sales, display, or promotion of merchandise or services or for any other commercial purpose except the transportation of property for hire or the transportation of property for distribution by a private carrier.

(33) IMPLEMENT OF HUSBANDRY.—Any vehicle designed and adapted exclusively for agricultural, horticultural, or livestock-raising operations or for lifting or carrying an implement of husbandry and in either case not subject to registration if used upon the highways.

(34) INTERSECTION.—

(a) The area embraced within the prolongation or connection of the lateral curblines or, if none, then the lateral boundary lines of the roadways of two highways which join one another at, or approximately at, right angles; or the area within which vehicles traveling upon different highways joining

at any other angle may come in conflict.

(b) Where a highway includes two roadways 30 feet or more apart, every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. If the intersecting highway also includes two roadways 30 feet or more apart, every crossing of two roadways of such highways shall be regarded as a separate intersection.

(35) LANED HIGHWAY.—A highway the roadway of which is divided into two or more clearly marked lanes for vehicular traffic.

(36) LIMITED ACCESS FACILITY.—A street or highway especially designed for through traffic and over, from, or to which owners or occupants of abutting land or other persons have no right or easement, or only a limited right or easement, of access, light, air, or view by reason of the fact that their property abuts upon such limited access facility or for any other reason. Such highways or streets may be parkways from which trucks, buses, and other commercial vehicles are excluded or may be freeways open to use by all customary forms of street and highway traffic.

(37) LOCAL AUTHORITIES.—All officers and public officials of the several counties and municipalities of this state.

(38) LOCAL HEARING OFFICER.—The person, designated by a department, county, or municipality that elects to authorize traffic infraction enforcement officers to issue traffic citations under s. ~~316.0083~~(1)(a), who is authorized to conduct hearings related to a notice of violation issued pursuant to s. ~~316.0083~~. The charter county, noncharter county, or municipality may use its currently appointed code enforcement board or special magistrate to serve as the local hearing officer. The department may enter into an interlocal agreement to use the local hearing officer of a county or municipality.

(39) LOW-SPEED AUTONOMOUS DELIVERY VEHICLE.—A fully autonomous vehicle that meets the definition of a low-speed vehicle in 49 C.F.R. s. 571.3 and is not designed for, or capable of, human occupancy.

(40) MAXI-CUBE VEHICLE.—A specialized combination vehicle consisting of a truck carrying a separable cargo-carrying unit combined with a semitrailer designed so that the separable cargo-carrying unit is to be loaded and unloaded through the semitrailer. The entire combination may not exceed 65 feet in length, and a single component of that combination may not exceed 34 feet in length.

(41) MICROMOBILITY DEVICE.—Any motorized transportation device made available for private use by reservation through an online application, website, or software for point-to-point trips and which is not capable of traveling at a speed greater than 20 miles per hour on level ground. This term includes motorized scooters and bicycles as defined in this chapter.

(42) MIGRANT OR SEASONAL FARM WORKER.—Any person employed in hand labor operations in planting, cultivation, or harvesting agricultural crops.

(43) MOBILE CARRIER.—An electrically powered device that:

(a) Is operated on sidewalks and crosswalks and is intended primarily for transporting property;

(b) Weighs less than 80 pounds, excluding cargo;

(c) Has a maximum speed of 12.5 mph; and

(d) Is equipped with a technology to transport personal property with the active monitoring of a property owner and primarily designed to remain within 25 feet of the property owner.

A mobile carrier is not considered a vehicle or personal delivery device unless expressly defined by law as a vehicle or personal delivery device.

(44) MOPED.—Any vehicle with pedals to permit propulsion by human power, having a seat or saddle for the use of the rider and designed to travel on not more than three wheels, with a motor rated not in excess of 2 brake horsepower and not capable of propelling the vehicle at a speed greater than 30 miles per hour on level ground and with a power-drive system that functions directly or automatically without clutching or shifting gears by the operator after the drive system is engaged. If an internal combustion engine is used, the displacement may not exceed 50 cubic centimeters. The term does not include an electric bicycle.

(45) MOTOR CARRIER TRANSPORTATION CONTRACT.—

(a) A contract, agreement, or understanding covering:

1. The transportation of property for compensation or hire by the motor carrier;

2. Entrance on property by the motor carrier for the purpose of loading, unloading, or transporting property for compensation or hire; or

3. A service incidental to activity described in subparagraph 1. or subparagraph 2., including, but not limited to, storage of property.

(b) “Motor carrier transportation contract” does not include the Uniform Intermodal Interchange and Facilities Access Agreement administered by the Intermodal Association of North America or other agreements providing for the interchange, use, or possession of intermodal chassis, containers, or other intermodal equipment.

(46) MOTOR VEHICLE.—Except when used in s. ~~316.1001~~, a self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, electric bicycle, motorized scooter, electric personal assistive mobility device, mobile carrier, personal delivery device, swamp buggy, or moped. For purposes of s. ~~316.1001~~, “motor vehicle” has the same meaning as provided in s. ~~320.01~~(1)(a).

(47) MOTORCYCLE.—Any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground. The term includes an auticycle, but does not include a tractor, a moped, an electric bicycle, or any vehicle in which the operator is enclosed by a cabin unless it meets the requirements set forth by the National Highway Traffic Safety Administration for a motorcycle.

(48) MOTORIZED SCOOTER.—Any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground. The term does not include an electric bicycle.

(49) NONPUBLIC SECTOR BUS.—Any bus which is used for the transportation of persons for compensation and which is not owned, leased, operated, or controlled by a municipal, county, or state government or a governmentally owned or managed nonprofit corporation.

(50) OFFICIAL TRAFFIC CONTROL DEVICES.—All signs, signals, markings, and devices, not inconsistent with this chapter, placed or erected by authority of a public body or official having jurisdiction for the purpose of regulating, warning, or guiding traffic.

(51) OFFICIAL TRAFFIC CONTROL SIGNAL.—Any device, whether manually, electrically, or mechanically operated, by which traffic is alternatelyPage 31 directed to stop and permitted to proceed.

(52) ON-DEMAND AUTONOMOUS VEHICLE NETWORK.—A passenger transportation network that uses a software application or other digital means to connect passengers to fully autonomous vehicles, exclusively or in addition to other vehicles, for transportation, including for-hire transportation and transportation for compensation.

(53) OPERATOR.—Any person who is in actual physical control of a motor vehicle upon the highway or who is exercising control over or steering a vehicle being towed by a motor vehicle.

(54) OWNER.—A person who holds the legal title of a vehicle. If a vehicle is the subject of an agreement for the conditional sale or lease thereof with the right of purchase upon performance of the conditions stated in the agreement and with an immediate right of possession vested in the conditional vendee or lessee, or if a mortgagor of a vehicle is entitled to possession, such conditional vendee or lessee or mortgagor shall be deemed the owner for the purposes of this chapter.

(55) PARK OR PARKING.—The standing of a vehicle, whether occupied or not occupied, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers as may be permitted by law under this chapter.

(56) PEDESTRIAN.—Any person afoot.

(57) PERSON.—Any natural person, firm, copartnership, association, or corporation.

(58) PERSONAL DELIVERY DEVICE.—An electrically powered device that:

- (a) Is operated on sidewalks and crosswalks and intended primarily for transporting property;
- (b) Has a weight that does not exceed the maximum weight established by Department of Transportation rule;
- (c) Has a maximum speed of 10 miles per hour; and
- (d) Is equipped with technology to allow for operation of the device with or without the active control or monitoring of a natural person.

A personal delivery device is not considered a vehicle unless expressly defined by law as a vehicle. A mobile carrier is not considered a personal delivery device. The Department of Transportation may adopt rules to implement this subsection.

(59) PERSONAL DELIVERY DEVICE OPERATOR.—An entity or its agent that exercises direct physical control over or monitoring of the navigation system and operation of a personal delivery device. For the purposes of this subsection, the term “agent” means a person charged by the entity with the responsibility of navigating and operating the personal delivery device. The term “personal delivery device operator” does not include an entity or person who requests the services of a personal delivery device for the purpose of transporting property or an entity or person who only arranges for and dispatches the requested services of a personal delivery device.

(60) PNEUMATIC TIRE.—Any tire in which compressed air is designed to support the load.

(61) POLE TRAILER.—Any vehicle without motive power designed to be drawn by another vehicle and attached to the towing vehicle by means of a reach or pole, or by being boomed or otherwise secured to the towing vehicle, and ordinarily used for transporting long or irregularly shaped loads such as poles, pipes, or structural members capable, generally, of sustaining themselves as beams between the supporting connections.

(62) POLICE OFFICER.—Any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations, including Florida highway patrol officers, sheriffs, deputy sheriffs, and municipal police officers.

(63) PORT OF ENTRY.—A designated location that allows drivers of commercial motor vehicles to purchase temporary registration permits necessary to operate legally within the state. The locations and the designated routes to such locations shall be determined by the Department of Transportation.

(64) PRIVATE ROAD OR DRIVEWAY.—Except as otherwise provided in paragraph (87)(b), any privately owned way or place used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons.

(65) RADIOACTIVE MATERIALS.—Any materials or combination of materials which emit ionizing radiation spontaneously in which the radioactivity per gram of material, in any form, is greater than 0.002 microcuries.

(66) RAILROAD.—A carrier of persons or property upon cars operated upon stationary rails.

(67) RAILROAD SIGN OR SIGNAL.—Any sign, signal, or device erected by authority of a public body or official, or by a railroad, and intended to give notice of the presence of railroad tracks or the approach of a railroad train.

(68) RAILROAD TRAIN.—A steam engine, electric or other motor, with or without cars coupled thereto, operated upon rails, except a streetcar. A railroad train is not a motor vehicle for purposes of this chapter.

(69) RESIDENCE DISTRICT.—The territory contiguous to, and including, a highway, not comprising a business district, when the property on such highway, for a distance of 300 feet or more, is, in the main, improved with residences or residences and buildings in use for business.

(70) REVOCATION.—Termination of a licensee’s privilege to drive a motor vehicle. A new license may be obtained only as permitted by law.

(71) RIGHT-OF-WAY.—The right of one vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian approaching under such circumstances of direction, speed, and proximity as to give rise to danger of collision unless one grants precedence to the other.

(72) ROAD TRACTOR.—Any motor vehicle designed and used for drawing other vehicles and not so constructed as to carry any load thereon, either independently or as any part of the weight of a vehicle or load so drawn.

(73) ROADWAY.—That portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or shoulder. If a highway includes two or more separate roadways, the term “roadway” refers to any such roadway separately, but not to all such roadways collectively.

(74) SADDLE MOUNT; FULL MOUNT.—An arrangement whereby the front wheels of one vehicle rest in a secured position upon another vehicle. All of the wheels of the towing vehicle are upon the ground, and only the rear wheels of the towed vehicle rest upon the ground. Such combinations may include one full mount, whereby a smaller transport vehicle is placed completely on the last towed vehicle.

(75) SAFETY ZONE.—The area or space officially set apart within a roadway for the exclusive use of pedestrians and protected or so marked by adequate signs or authorized pavement markings as to be plainly visible at all times while set apart as a safety zone.

(76) SANITATION VEHICLE.—A motor vehicle that bears an emblem that is visible from the roadway and clearly identifies that the vehicle belongs to or is under contract with a person, entity, cooperative, board, commission, district, or unit of local government that provides garbage, trash, refuse, or recycling collection.

(77) SCHOOL BUS.—Any motor vehicle that complies with the color and identification requirements of chapter 1006 and is used to transport children to or from public or private school or in connection with school activities, but not including buses operated by common carriers in urban transportation of school children. The term “school” includes all preelementary, elementary, secondary, and postsecondary schools.

(78) SEMITRAILER.—Any vehicle with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its load rests upon, or is carried by, another vehicle.



- (79) **SEPARATED BICYCLE LANE.**—A bicycle lane that is separated from motor vehicle traffic by a physical barrier.
- (80) **SIDEWALK.**—That portion of a street between the curbline, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.
- (81) **SPECIAL MOBILE EQUIPMENT.**—Any vehicle not designed or used primarily for the transportation of persons or property and only incidentally operated or moved over a highway, including, but not limited to, ditchdigging apparatus, well-boring apparatus, and road construction and maintenance machinery, such as asphalt spreaders, bituminous mixers, bucket loaders, tractors other than truck tractors, ditchers, leveling graders, finishing machines, motor graders, road rollers, scarifiers, earthmoving carryalls and scrapers, power shovels and draglines, and self-propelled cranes and earthmoving equipment. The term does not include house trailers, dump trucks, truck-mounted transit mixers, cranes or shovels, or other vehicles designed for the transportation of persons or property to which machinery has been attached.
- (82) **STAND OR STANDING.**—The halting of a vehicle, whether occupied or not occupied, otherwise than temporarily, for the purpose of, and while actually engaged in, receiving or discharging passengers, as may be permitted by law under this chapter.
- (83) **STATE ROAD.**—Any highway designated as a state-maintained road by the Department of Transportation.
- (84) **STOP.**—When required, complete cessation from movement.
- (85) **STOP OR STOPPING.**—When prohibited, any halting, even momentarily, of a vehicle, whether occupied or not occupied, except when necessary to avoid conflict with other traffic or to comply with the directions of a law enforcement officer or traffic control sign or signal.
- (86) **STRAIGHT TRUCK.**—Any truck on which the cargo unit and the motive power unit are located on the same frame so as to form a single, rigid unit.
- (87) **STREET OR HIGHWAY.**—
- (a) The entire width between the boundary lines of every way or place of whatever nature when any part thereof is open to the use of the public for purposes of vehicular traffic;
- (b) The entire width between the boundary lines of any privately owned way or place used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons, or any limited access road owned or controlled by a special district, whenever, by written agreement entered into under s. 316.006(2)(b) or (3)(b), a county or municipality exercises traffic control jurisdiction over said way or place;
- (c) Any area, such as a runway, taxiway, ramp, clear zone, or parking lot, within the boundary of any airport owned by the state, a county, a municipality, or a political subdivision, which area is used for vehicular traffic but which is not open for vehicular operation by the general public; or
- (d) Any way or place used for vehicular traffic on a controlled access basis within a mobile home park recreation district which has been created under s. 418.30 and the recreational facilities of which district are open to the general public.
- (88) **SUSPENSION.**—Temporary withdrawal of a licensee's privilege to drive a motor vehicle.
- (89) **SWAMP BUGGY.**—A motorized off-road vehicle that is designed or modified to travel over swampy or varied terrain and that may use large tires or tracks operated from an elevated platform. The term does not include any vehicle defined in chapter 261 or otherwise defined or classified in this chapter.
- (90) **TANDEM AXLE.**—Any two axles the centers of which are more than 40 inches but not more than 96 inches apart and are individually attached to or articulated from, or both, a common attachment to the vehicle, including a connecting mechanism designed to equalize the load between axles.
- (91) **TANDEM TRAILER TRUCK.**—Any combination of a truck tractor, semitrailer, and trailer coupled together so as to operate as a complete unit.
- (92) **TANDEM TRAILER TRUCK HIGHWAY NETWORK.**—A highway network consisting primarily of four or more lanes, including all interstate highways; highways designated by the United States Department of Transportation as elements of the National Network; and any street or highway designated by the Florida Department of Transportation for use by tandem trailer trucks, in accordance with s. 316.515, except roads on which truck traffic was specifically prohibited on January 6, 1983.
- (93) **TELEOPERATION SYSTEM.**—The hardware and software installed in a motor vehicle which allow a remote human operator to supervise or perform aspects of, or the entirety of, the dynamic driving task. The term "remote human operator" means a natural person who is not physically present in a vehicle equipped with an automated driving system who engages or monitors the vehicle from a remote location. A remote human operator may have the ability to perform aspects of, or the entirety of, the dynamic driving task for the vehicle or cause the vehicle to achieve a minimal risk condition as defined in s. 319.145(2). A remote human operator must be physically present in the United States and be licensed to operate a motor vehicle by a United States jurisdiction.
- (94) **TERMINAL.**—Any location where:
- (a) Freight originates, terminates, or is handled in the transportation process; or
- (b) Commercial motor carriers maintain operating facilities.
- (95) **THROUGH HIGHWAY.**—Any highway or portion thereof on which vehicular traffic is given the right-of-way and at the entrances to which vehicular traffic from intersecting highways is required to yield right-of-way to vehicles on such through highway in obedience to a stop sign or yield sign, or otherwise in obedience to law.
- (96) **TIRE WIDTH.**—The width stated on the surface of the tire by the manufacturer of the tire, if the width stated does not exceed 2 inches more than the width of the tire contacting the surface.
- (97) **TRAFFIC.**—Pedestrians, ridden or herded animals, and vehicles, streetcars, and other conveyances singly or together while using any street or highway for purposes of travel.
- (98) **TRAFFIC INFRACTION DETECTOR.**—A vehicle sensor installed to work in conjunction with a traffic control signal and a camera or cameras synchronized to automatically record two or more sequenced photographic or electronic images or streaming video of only the rear of a motor vehicle at the time the vehicle fails to stop behind the stop bar or clearly marked stop line when facing a traffic control signal steady red light. Any notification under s. 316.0083(1)(b) or traffic citation issued by the use of a traffic infraction detector must include a photograph or other recorded image showing both the license tag of the offending vehicle and the traffic control device being violated.
- (99) **TRAFFIC SIGNAL PREEMPTION SYSTEM.**—Any system or device with the capability of activating a control mechanism mounted on or near traffic signals which alters a traffic signal's timing cycle.

(100) **TRAILER.**—Any vehicle with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle.

(101) **TRANSPORTATION.**—The conveyance or movement of goods, materials, livestock, or persons from one location to another on any road, street, or highway open to travel by the public.

(102) **TRI-VEHICLE.**—An enclosed three-wheeled passenger vehicle that:

- (a) Is designed to operate with three wheels in contact with the ground;
- (b) Has a minimum unladen weight of 900 pounds;
- (c) Has a single, completely enclosed occupant compartment;
- (d) Is produced in a minimum quantity of 300 in any calendar year;
- (e) Is capable of a speed greater than 60 miles per hour on level ground; and
- (f) Is equipped with:

1. Seats that are certified by the vehicle manufacturer to meet the requirements of Federal Motor Vehicle Safety Standard No. 207, “Seating systems” (49 C.F.R. s. 571.207);
2. A steering wheel used to maneuver the vehicle;
3. A propulsion unit located forward or aft of the enclosed occupant compartment;
4. A seat belt for each vehicle occupant certified to meet the requirements of Federal Motor Vehicle Safety Standard No. 209, “Seat belt assemblies” (49 C.F.R. s. 571.209);
5. A windshield and an appropriate windshield wiper and washer system that are certified by the vehicle manufacturer to meet the requirements of Federal Motor Vehicle Safety Standard No. 205, “Glazing materials” (49 C.F.R. s. 571.205) and Federal Motor Vehicle Safety Standard No. 104, “Windshield wiping and washing systems” (49 C.F.R. s. 571.104); and
6. A vehicle structure certified by the vehicle manufacturer to meet the requirements of Federal Motor Vehicle Safety Standard No. 216, “Rollover crush resistance” (49 C.F.R. s. 571.216).

(103) **TRUCK.**—Any motor vehicle designed, used, or maintained primarily for the transportation of property.

(104) **TRUCK TRACTOR.**—Any motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn.

(105) **UTILITY SERVICE VEHICLE.**—A motor vehicle that bears an emblem that is visible from the roadway and clearly identifies that the vehicle belongs to or is under contract with a person, entity, cooperative, board, commission, district, or unit of local government that provides electric, natural gas, water, wastewater, cable, telephone, or communications services.

(106) **VEHICLE.**—Every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, except personal delivery devices, mobile carriers, and devices used exclusively upon stationary rails or tracks.

(107) **VICTIM SERVICES PROGRAMS.**—Any community-based organization the primary purpose of which is to act as an advocate for the victims and survivors of traffic crashes and for their families. The victims services offered by these programs may include grief and crisis counseling, assistance with preparing victim compensation claims excluding third-party legal action, or connecting persons with other service providers, and providing emergency financial assistance.

(108) **VOLUNTEER AMBULANCE SERVICE.**—A faith-based, not-for-profit charitable corporation registered under chapter 617 which is licensed under part III of chapter 401 as a basic life support service or an advanced life support service; which is not a parent, subsidiary, or affiliate of, or related to, any for-profit entity; and which uses only unpaid volunteers to provide basic life support services or advanced life support services free of charge, is not operating for pecuniary profit or financial gain, and does not distribute to or inure to the benefit of its directors, members, or officers any part of its assets or income.

(109) **WORK ZONE AREA.**—The area and its approaches on any state-maintained highway, county-maintained highway, or municipal street where construction, repair, maintenance, or other street-related or highway-related work is being performed or where one or more lanes are closed to traffic.

**History.**—s. 1, ch. 71-135; s. 1, ch. 72-179; s. 1, ch. 74-213; s. 1, ch. 76-286; s. 1, ch. 77-174; s. 1, ch. 80-316; s. 23, ch. 82-186; s. 1, ch. 83-68; s. 1, ch. 83-164; s. 1, ch. 83-188; s. 1, ch. 83-298; s. 1, ch. 84-284; s. 9, ch. 85-309; s. 2, ch. 87-88; s. 5, ch. 87-161; s. 1, ch. 87-178; s. 1, ch. 87-270; s. 3, ch. 88-91; s. 2, ch. 88-93; s. 4, ch. 88-130; s. 63, ch. 89-282; s. 3, ch. 91-418; s. 8, ch. 94-306; s. 893, ch. 95-148; s. 1, ch. 95-247; s. 26, ch. 98-280; s. 2, ch. 98-308; s. 86, ch. 99-13; s. 80, ch. 99-248; s. 5, ch. 99-385; s. 41, ch. 2000-152; ss. 67, 133, ch. 2002-20; s. 955, ch. 2002-387; s. 27, ch. 2005-164; s. 1, ch. 2005-177; s. 1, ch. 2006-81; s. 5, ch. 2006-290; s. 1, ch. 2007-210; s. 62, ch. 2008-4; s. 1, ch. 2008-179; s. 2, ch. 2010-80; s. 1, ch. 2010-223; s. 8, ch. 2010-225; s. 11, ch. 2012-88; s. 2, ch. 2012-111; ss. 15, 106, ch. 2012-174; s. 2, ch. 2012-181; s. 4, ch. 2013-160; s. 3, ch. 2014-216; s. 1, ch. 2016-115; s. 3, ch. 2016-181; s. 5, ch. 2016-239; s. 11, ch. 2017-3; s. 1, ch. 2017-150; s. 5, ch. 2017-167; s. 1, ch. 2018-130; s. 1, ch. 2019-69; s. 1, ch. 2019-101; s. 1, ch. 2019-109; s. 2, ch. 2020-69; s. 1, ch. 2021-90; s. 1, ch. 2021-180; s. 1, ch. 2021-233.

## The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

Title XXIII

MOTOR VEHICLES

Chapter 316

STATE UNIFORM TRAFFIC CONTROL

[View Entire Chapter](#)

**316.1995** Driving upon sidewalk or bicycle path.—

(1) Except as provided in s. [316.008](#), s. [316.20655](#), s. [316.212\(8\)](#), or s. [316.2128](#), a person may not drive any vehicle other than by human power upon a bicycle path, sidewalk, or sidewalk area, except upon a permanent or duly authorized temporary driveway.

(2) A violation of this section is a noncriminal traffic infraction, punishable as a moving violation as provided in chapter 318.

(3) This section does not apply to motorized wheelchairs.

**History.**—s. 1, ch. 71-135; s. 1, ch. 76-31; s. 6, ch. 83-68; s. 3, ch. 84-284; s. 150, ch. 99-248; s. 45, ch. 2010-223; s. 2, ch. 2019-109; s. 6, ch. 2020-69.

**Note.**—Former s. 316.110.