



BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

**Monday, September 30, 2024 at 6:00 PM
Commission Chambers, 300 Municipal Drive,
Madeira Beach, FL 33708**

This Meeting will be televised on Spectrum Channel 640 and YouTube Streamed on the City's Website.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT**

Public participation is encouraged. If you are addressing the Commission, step to the podium and state your name and address for the record, and the organization or group you represent. Please limit your comments to five (5) minutes and do not include any topic on the agenda. Public comment on agenda items will be allowed when they come up.

If you would like someone at the City to follow up on a comment or question made at the meeting, you may fill out a comment card with the contact information and give it to the City Manager. Comment cards are available at the back table in the Commission Chambers. Completing a comment card is not mandatory.

- 4. CITY MANAGER**
 - A. PRESENTATION: Tampa Bay Beaches Chamber of Commerce**
 - B. Proposed Honor Court**
 - C. Saltwater Destination Beach Equipment Concession Agreement - 2nd Amendment**
 - D. Beaches/Sand-City Regulatory Processes, Private vs Public**

- 5. COMMUNITY DEVELOPMENT**
 - A. Discussion of potential amendments to Alcoholic Beverages, Noise, and Special Events in the Madeira Beach Code of Ordinances**
 - B. Code Enforcement - short term rental high tall grass docks**

C. Forward Pinellas Transportation Planning and Technical Assistance Grant Application John's Pass Village (JPV) Multimodal Mobility Visioning Study Project

D. Ordinance 2024-18: Planned Development

E. Madeira Beach Master Plan Update

6. FINANCE

A. Amendments to Aclarian Consulting and Software Agreements

B. FY 2024 Audit Engagement Letter - James Moore & Co.

7. MARINA

A. Discussion on Docks at ROC Park and Johns Pass Village

8. PUBLIC WORKS

A. Gulf Blvd Undergrounding Project

B. Boca Ciega Street End (pocket) Park Update

C. Playground near 140th Ave Area

9. RECREATION

A. Ford F-250 Crew Cab XL Purchase

B. JUCO Kickoff Classic Proposed Agreement

10. ADJOURNMENT

One or more Elected or Appointed Officials may be in attendance.

Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the minutes to be transcribed verbatim; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation to participate in this meeting should call the City Clerk at 727-391-9951, ext. 231 or 232 or email a written request to cvanblargan@madeirabeachfl.gov.



MEMORANDUM

Item 4B.

TO: Board of Commissioners
FROM: Robin I. Gomez, City Manager
DATE: September 30, 2024
RE: Proposed Honor Court

Background

City has a project to design/build a Military Honor Court. Upon completion of location and Court engineering designs, City will issue an Invitation to Bid (ITB)

Discussion

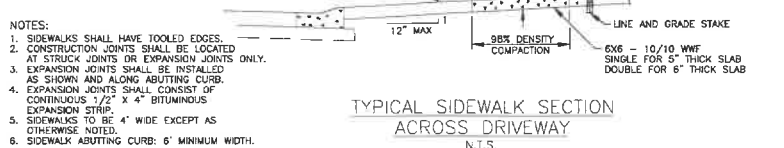
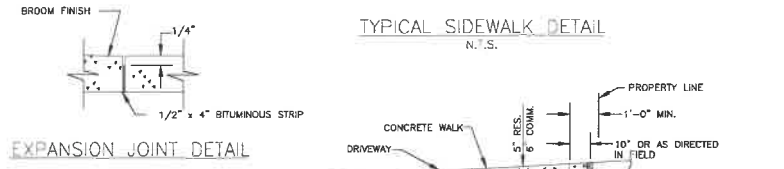
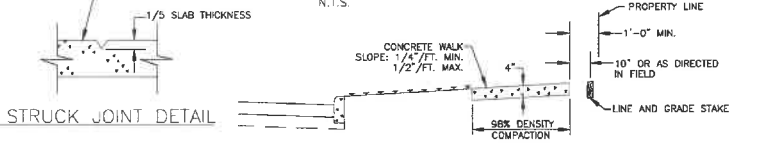
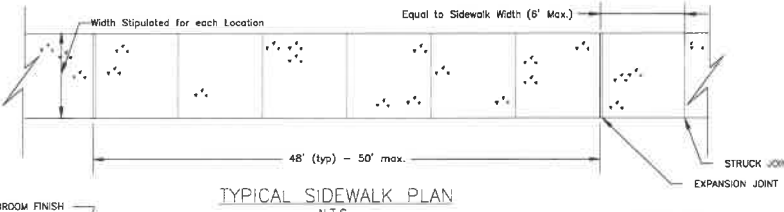
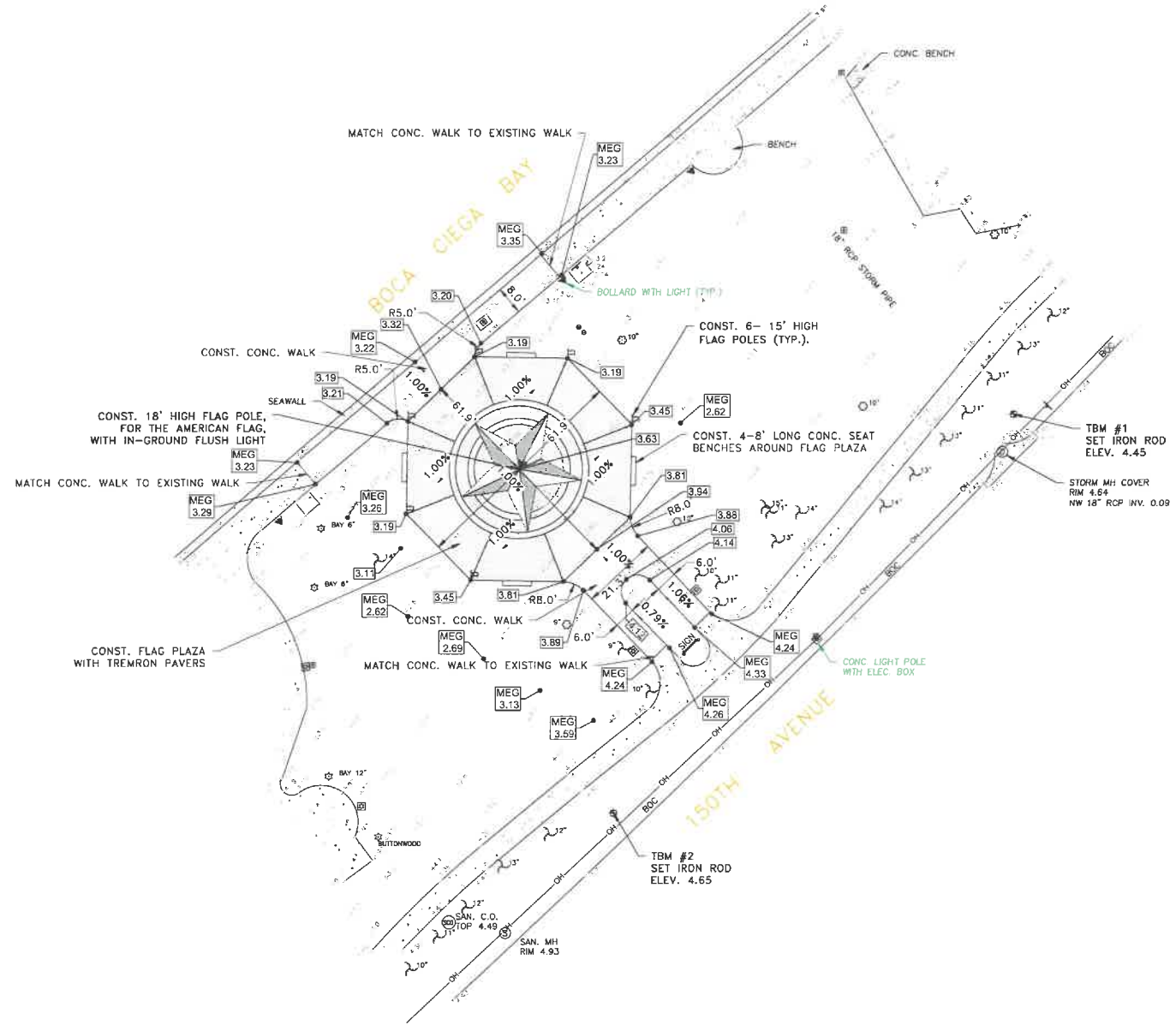
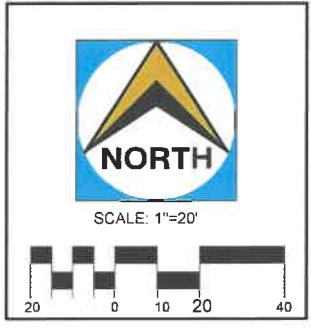
The City selected Patriot Park to build the Honor Court, specifically in the area currently occupied by a kiosk. The plan is to relocate the kiosk about 100 feet to the west to another cemented circular area prior to the construction start. City anticipates issuing an Invitation to Bid (ITB) in November 2024.

Fiscal Impact

City budgeted \$250,000.00 for the project. City received a \$25,000.00 donation/contribution from the MB American Legion Post 273 to help fund the Court.

LEGEND	
S	SET
I.R.	IRON ROD
I.P.	IRON PIPE
NAD	NAIL & DISC
C.M.	CONCRETE MONUMENT
A	AIR CONDITIONER
A.C.	AC
B.V.D.	BACKFLOW PREVENTION DEVICE
BOLL.	BOLLARD
CH	CHINA
C	CALCULATED
CB	CATCH BASIN
C.B.M.	CONCRETE BLOCK WALL
CB	CHORD BEARING
CL	CENTERLINE
CLF	CHAIN LINK FENCE
CM	COMPACTED METAL PIPE
C.C.	CONCRETE
CS	CONCRETE SLAB
C.S.	CURB
CTV	CABLE TELEVISION
DEP	DEPT
DEP	DEPARTMENT OF ENVIRONMENTAL PROTECTION
EL	ELEVATION
FM	FIELD MEASUREMENT
FF	FINISHED FLOOR
FHA	FIRE HYDRANT ASSEMBLY
FLC	FLORIDA POWER CORPORATION
O	OPEN HOLE
G.V.	GAS VALVE
G.V.	GAS VALVE
GV	GATE VALVE
GW	SOFT WIRE
HW	INVERT
LF	LOWEST FLOOR ELEVATION
LP	LIGHT POLE
LP	LANDSCAPE
M	MASONRY
MES	MISERED END SECTION
MI	MAN-OLE
MIH	NEAR HIGH WATER LINE
NOVD	NATIONAL GEODETIC VERTICAL DATUM
O/H	OVERHEAD WIRE
O.R.	OFFICIAL RECORD
PI	PLAT BOOK
PI	PAVEMENT
POB	POINT OF BEGINNING
PRM	PERMANENT REFERENCE MONUMENT
P.V.	POLYVINYL CHLORIDE
R	RANGE
R	RECORD
R.C.	REINFORCED CONCRETE PIPE
R.C.W.	RECLAIMED WATER
RNG	RANGE
R/W	RIGHT-OF-WAY
SA	SANITARY
S.C.O.	SANITARY CLEAN-OUT
SEC	SECTION
S.F.	SQUARE FEET
T.M.	TEMPORARY BENCHMARK
T.S.	TOP OF SLURRY
T.S.	TRANSFORMER
TWP	TOWNSHIP
U.P.	UTILITY POLE
W.F.	WOOD FENCE
W.M.	WATER METER

PROPOSED LEGEND	
	DIRECTION OF FLOW
	EXISTING ELEVATION
	ELEVATIONS ARE BASED ON NAVD-1988
	PROPOSED ELEVATION
	TC = TOP OF CURB
	EP = EDGE OF PAVEMENT
	MEG = MATCH EXISTING GRADE
	E' CHAIN LINK FENCE
	NUMBER OF PROPOSED PARKING SPACES
	REMOVE EXISTING TREE



- NOTES:
- SIDEWALKS SHALL HAVE TOOLED EDGES.
 - CONSTRUCTION JOINTS SHALL BE LOCATED AT STRUCK JOINTS OR EXPANSION JOINTS ONLY.
 - EXPANSION JOINTS SHALL BE INSTALLED AS SHOWN AND ALONG ABUTTING CURB.
 - EXPANSION JOINTS SHALL CONSIST OF CONTINUOUS 1/2" x 4" BITUMINOUS EXPANSION STRIP.
 - SIDEWALKS TO BE 4" WIDE EXCEPT AS OTHERWISE NOTED.
 - SIDEWALK ABUTTING CURB: 6" MINIMUM WIDTH.

TYPICAL SIDEWALK SECTION ACROSS DRIVEWAY N.T.S.

Northside
Engineering, Inc.

Civil - Land Planning - Traffic Studies - Landscape
Due Diligence Reports - Land Use - Re-Zoning
Construction Administration

300 South Bolcher Road, Clearwater, Florida 33765
Tel: 777-443-2889 Fax: 777-446-8008
info@northsideengineering.com

Regulatory # 31306

Donald B. Fairbairn, P.E. #44971

PROJECT # 22XX
ISSUE DATE: 10/13/22

REVISIONS:		
No.	Date	Description

GRADING PLAN

911 MEMORIAL - PATRIOT PARK HONOR COURT

150TH AVE, MADEIRA BEACH

PROTECTIVE BARRIERS ARE USED DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES TO PROTECT TREES AND NATURAL AREAS TO BE RETAINED ON A SITE.
 PROTECTIVE BARRIERS MUST BE ERECTED AROUND TREES TO BE RETAINED WITHIN AN AREA WHERE LAND ALTERATION AND CONSTRUCTION ACTIVITIES WILL OCCUR AS WELL AS ALONG NATURAL AREAS WHERE SUCH AREAS ARE ADJACENT TO PERMITTED LAND ALTERATION AND CONSTRUCTION ACTIVITIES. A PROTECTIVE BARRIER MUST REMAIN IN PLACE UNTIL THE LAND ALTERATION AND CONSTRUCTION ACTIVITIES ARE COMPLETED OR UNTIL COMMENCEMENT OF GRADE FINISHING AND SODDING. NO GROUND DISTURBANCE MUST OCCUR WITHIN THE BARRICADED AREA.

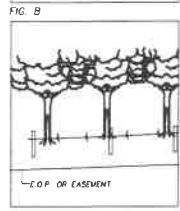
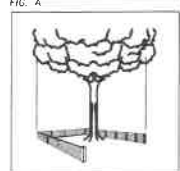
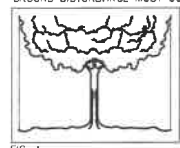
1. TREES - TO RESTRICT ACCESS INTO THE AREA WITHIN THE DRIFLINE OF A TREE, A PHYSICAL STRUCTURE NOT LESS THAN 3 FEET IN HEIGHT, COMPOSED OF WOOD OR OTHER SUITABLE MATERIAL, IS PLACED AROUND THE TREE AT THE DRIFLINE, EXCEPT WHERE LAND ALTERATION OR CONSTRUCTION ACTIVITIES ARE APPROVED WITHIN THE DRIFLINE.
2. THE DRIFLINE OF A TREE IS THE IMAGINARY, VERTICAL LINE THAT EXTENDS DOWNWARD FROM THE OUTERMOST TIPS OF THE TREE'S BRANCHES TO THE GROUND (FIG. A.)

BARRIER SPECIFICATIONS FOR TREES:
1. FOUR CORNER UPRIGHT STAKES OF NO LESS THAN 2"x2" LUMBER CONNECTED BY HORIZONTAL MEMBERS OF NO LESS THAN 1"x4" LUMBER, OR UPRIGHT STAKES SPACED AT 5' INTERVALS OF NO LESS THAN 2"x2" LUMBER CONNECTED BY SILT SCREEN FABRIC (FIG. B.)
2. NATURAL AREAS - TO RESTRICT ACCESS INTO AREAS WHERE LAND ALTERATION AND CONSTRUCTION ACTIVITIES ARE NOT AUTHORIZED, A PHYSICAL STRUCTURE NOT LESS THAN 3 FEET IN HEIGHT IS PLACED ALONG THE PERIMETER OF SUCH AREAS.

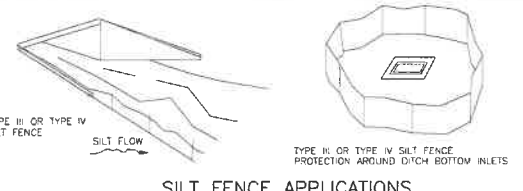
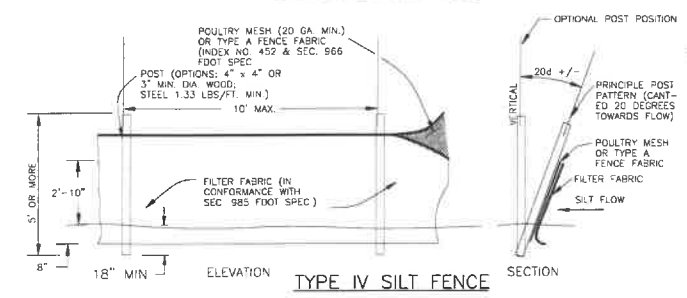
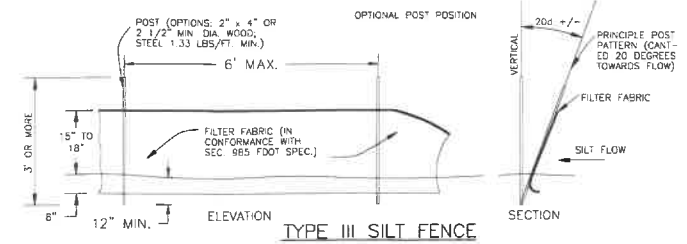
BARRIER SPECIFICATIONS FOR NATURAL AREAS:
UPRIGHT STAKES OF NO LESS THAN 2"x2" LUMBER SPACED NO MORE THAN 25' APART AND CONNECTED BY TWINE FLAGGED WITH PLASTIC SURVEYING TAPE AT REGULAR INTERVALS OF 5'-10' (FIG. C.)
OTHER METHODS OF DEMARICATION WILL BE CONSIDERED DEPENDING UPON THE CHARACTERISTICS OF THE SITE.

WHY A BARRIER
1. TO PROTECT ALL ABOVE GROUND PORTIONS OF TREES AND OTHER SIGNIFICANT VEGETATION FROM MECHANICAL DAMAGE.
2. TO PROTECT ROOT SYSTEMS FROM COMPACTION.
3. TO PROVIDE AWARENESS OF PROTECTED AREAS TO EQUIPMENT OPERATORS.

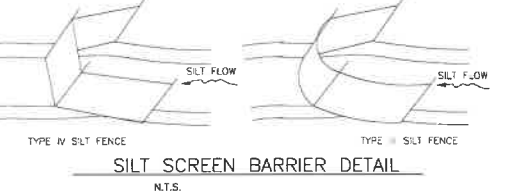
WHY IT WORKS
A TREE'S CHANCE FOR SURVIVAL IS GREATLY ENHANCED IF NO CONSTRUCTION MATERIAL, HEAVY EQUIPMENT OR STOCKPILING OF SOIL IS ALLOWED INSIDE THE BARRIER, ONLY HAND LABOR.



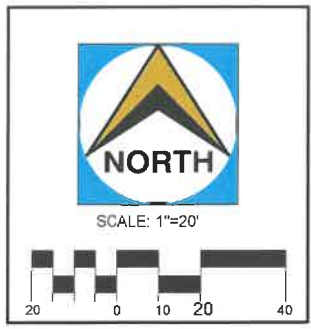
TREE BARRICADE DETAIL
N.T.S.



DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.



NOTE: SILT BARRIERS FOR FLOWING STREAMS AND TIDAL CREEKS MAY BE EITHER FLOATING, FENCING, OR STAKED TYPES OR ANY COMBINATIONS OF TYPES THAT WILL SUIT SITE CONDITIONS AND MEET EROSION CONTROL AND WATER QUALITY REQUIREMENTS. THE BARRIER TYPE(S) WILL BE AT THE CONTRACTOR'S OPTION UNLESS OTHERWISE SPECIFIED IN THE PLANS. HOWEVER, PAYMENT WILL BE UNDER THE PAY ITEMS ESTABLISHED IN THE PLANS FOR FLOATING SILT BARRIER AND/OR STAKED BARRIER. POSTS IN SILT FENCES AND STAKED SILT BARRIERS TO BE INSTALLED IN VERTICAL POSITION UNLESS OTHERWISE DIRECTED BY ENGINEER.



LEGEND

S	SET FOUND
F.B	IRON ROD
I.B	IRON PIPE
N.B.S	NAIL & DSK
A.M	CONCRETE MONUMENT
A.C	ARC
A.C	AIR CONDITIONER
AC	ACRE
BP	BACKFLOW PREVENTION DEVICE
BOLL	BOLLARD
CHORD	CHORD
CB	CORNER BROW
CBW	CONCRETE BLOCK WALL
CB	CHORD BEARING
CL	CHAIN LINK FENCE
CUP	CORRUGATED METAL PIPE
C.O.	CLEWNET
C.C.	CONCRETE
CS	CONCRETE SLAB
CT	CURTAIN
CT	CABLE TOLERANCE
(D)	DEED
DEP	DEPARTMENT OF ENVIRONMENTAL PROTECTION
E	ELEVATION
(F)	FIELD MEASUREMENT
F.F	FIRE HYDRANT
F.P.C	FIRE HYDRANT ASSEMBLY
FL	FLORIDA POWER CORPORATION
GI	GRATE INLET
GW	GAS WALKER
GW	GATE VALVE
GW	GUY WIRE
INV	INVERT
LF	LOWEST FLOOR ELEVATION
LP	LIGHT POLE
(M)	MAGAZINE
M.S	MASONRY
MES	METERED END SECTION
WH	MANHOLE
M.H.W.	MEAN HIGH WATER LINE
NOVD	NATIONAL GEODETIC VERTICAL DATUM
O.V.	OVERHEAD WIRES
O.R	OFFICIAL RECORD
P.B	PLAT BOOK
P.C	PAGE / PAGES
P.B.M	POINT OF BEGINNING
P.R.M	PERMANENT REFERENCE MONUMENT
P.V.C	POLYVINYL CHLORIDE
R	RADIUS
(R)	RECORD
(R)	REINFORCED CONCRETE PIPE
R.W	RECLAIMED WATER
RNG	RANGE
R.W	RIGHT-OF-WAY
SAN	SANITARY
SAN	SANITARY CLEAN-OUT
SEC	SECTION
S.F	SQUARE FEET
TBM	TEMPORARY BENCHMARK
T.S.P	TIE OF SLOPE
T.O.S	TOWNSHIP
TWP	TOWNSHIP
UP	UTILITY POLE
W.F	WOOD FENCE
W.M	WATER METER

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 300 South Bracher Road, Clearwater, Florida 33766
 Tel: 727-443-2889 Fax: 727-446-8036
 info@northsideengineering.com Est. 1981

Civil - Land Planning - Traffic Studies - Landscaping
 Due Diligence Reports - Land Use - Re-Zoning
 Construction Administration

Donald B. Fairbairn, P.E. #44971
 REGISTERED PROFESSIONAL ENGINEER
 REGISTERED PROFESSIONAL SURVEYOR
 REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT

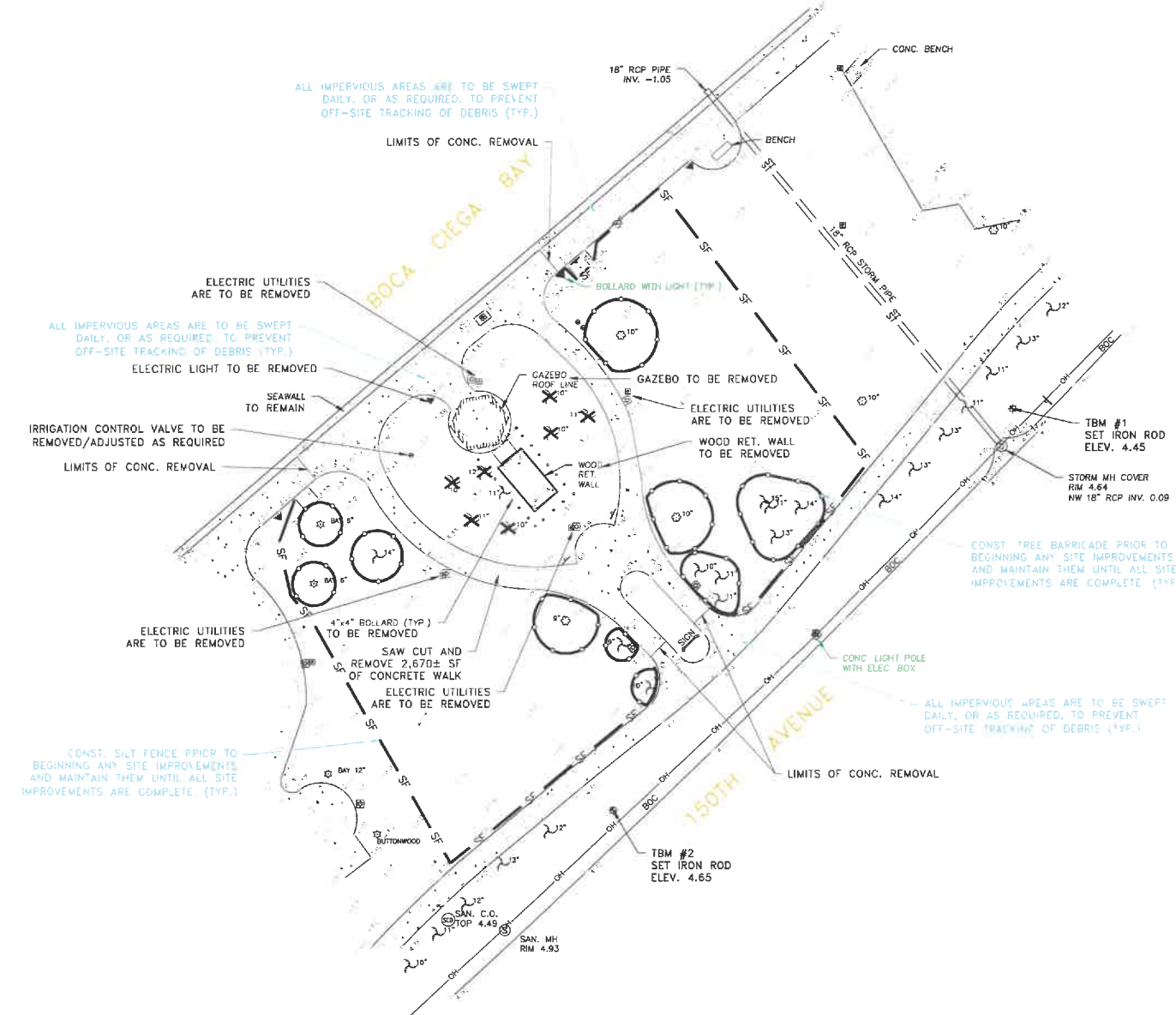
PROJECT # 22XX
ISSUE DATE: 10/13/22

REVISIONS:

No.	Date	Description

SITE PREPARATION PLAN
911 MEMORIAL - PATRIOT PARK HONOR COURT
 150TH AVE, MADEIRA BEACH

Northside
C2.1









MEMORANDUM

Item 4C.

TO: Board of Commissioners
FROM: Robin I. Gomez, City Manager
DATE: September 30, 2024
RE: Saltwater Destination Beach Equipment Concession Agreement

Background

On October 22, 2019, the City of Madeira Beach executed a Beach Equipment Concession Agreement with Saltwater Destinations, LLC, (Saltwater) to provide beach chairs and umbrella rentals to visitors at Archibald Park for a period of five (5) years, with one additional five (5) year renewal. Saltwater has requested to extend the agreement with no changes for the additional five year period that will end on October 2029.

Discussion

The City and Saltwater have agreed to the enclosed five (5) year extension beginning October 22, 2024, and ending on October 21, 2029. The agreement provides for an annual \$12,000.00, payment for the use of the Archibald Park identified area to provide the equipment rentals, the same payment as in the first five years. All other agreement obligations will remain in place for the five (5) year extension.

The City has reached out to the National Parks Service for approval (upon BOC approval) of the 2nd Amendment to the Concessionaire Agreement.

Fiscal Impact

Continue annual recurring revenue of \$12,000.00.

Recommendation

Staff recommends approval of the 2nd amendment to the original Concession Agreement with Saltwater Destination, LLC,. for the equipment concession services at Archibald Park.

**FIRST AMENDMENT TO
BEACH EQUIPMENT CONCESSION AGREEMENT**

THIS FIRST AMENDMENT TO BEACH EQUIPMENT CONCESSION AGREEMENT ("First Amendment") is hereby entered into by and between the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, hereinafter referred to as "City," and **SALTWATER DESTINATION, LLC**, a Florida limited liability company, hereinafter referred to as "Concessionaire."

RECITALS

WHEREAS, CITY and CONCESSIONAIRE entered into that certain Beach Equipment Concession Agreement, hereinafter referred to as "Agreement," dated October 22, 2019; and

WHEREAS, CITY and CONCESSIONAIRE wish to modify the Agreement to limit the rental of beach equipment to the Archibald Memorial Beach Park location only (thereby deleting Exhibit B to the Agreement) and to modify the amount of Concession Fees payable to the CITY.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties mutually agree that:

1. The sixth WHEREAS clause of the Agreement is amended to delete the words "and locations detailed in exhibit B."
2. The NOW, THEREFORE, clause of the Agreement is amended to delete the words "and other locations listed in Exhibit B" at the end thereof.
3. Paragraph 1b. of the Agreement is amended to delete the words "as well as the locations listed in Exhibit B" at the end of the first sentence thereof.
4. Paragraph 1d. of the Agreement is hereby deleted.

- 5. Paragraph 2 of the Agreement is amended to delete the words “and the locations listed in Exhibit B” at the end of the second sentence thereof.
- 6. Paragraph 5 of the Agreement is amended to read as follows:
 - 5) **Concession Fees:** A Fixed Concession Fee in the amount of Twelve Thousand (\$12,000.00) per annum shall be due from CONCESSIONAIRE to CITY beginning April 30, 2021. The Fixed Concession Fee shall be paid annually by April 30th.
- 7. Paragraph 6 of the Agreement is amended to delete all locations other than Archibald Memorial Beach Park and rental information relating thereto.
- 8. Except as expressly set forth herein, all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed by CITY and CONCESSIONAIRE, and each, by the execution of this Amendment, hereby signifies their intent to be bound thereby.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment on the day and year set forth next to their signatures below.

CITY OF MADEIRA BEACH
a Florida municipal corporation

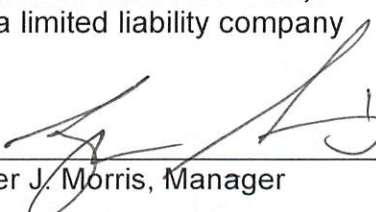
By: 
Robert Daniels, City Manager

Dated: 4/28/2024

ATTEST:


Clara VanBlargan, City Clerk

SALTWATER DESTINATION, LLC
a Florida limited liability company

By: 
Tyler J. Morris, Manager

Dated: 5/5/21

**SECOND AMENDMENT TO
BEACH EQUIPMENT CONCESSION AGREEMENT**

THIS SECOND AMENDMENT TO SALTWATER DESTINATION BEACH EQUIPMENT
CONCESSION AGREEMENT

("Second Amendment") is hereby entered into by and between the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, hereinafter referred to as "City," and, **SALTWATER DESTINATION, LLC.**, a Florida corporation, hereinafter referred to as "Concessionaire."

RECITALS

WHEREAS, the City and Concessionaire entered into that certain Saltwater Destination Beach Equipment Concession Agreement, hereinafter referred to as "Agreement," dated October 22, 2019; and

WHEREAS, the City and Concessionaire entered into that certain First Amendment to Saltwater Destination Beach Equipment Concession Agreement referred to as "1st Amended Agreement," dated April 28, 2021; and

WHEREAS, City and Concessionaire wish to address:

1. The extension of the Agreement for an additional five (5) year period beginning October 22, 2024 and ending October 21, 2029.

2. All other agreement terms are to remain unchanged;

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties mutually agree that:

- 1. The Term of the Agreement shall be extended for an additional five (5) year period beginning October 22, 2024 and ending on October 21, 2029, unless terminated sooner pursuant to the terms of the Agreement.
- 2. Except as expressly set forth herein, all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed by City and Concessionaire, and each, by the execution of this Amendment, hereby signifies their intent to be bound thereby.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment on the day and year set forth next to their signatures below.

CITY OF MADEIRA BEACH
a Florida municipal corporation

By: _____
Robin I. Gomez, City Manager

Dated:

ATTEST:

Clara VanBlargan, City Clerk

SALTWATER DESTINATION, LLC
a Florida corporation,

By: _____
Tyler J. Morris, Manager

Dated: _____



United States Department of the Interior



Item 4C.

NATIONAL PARK SERVICE
Atlanta Federal Center
1924 Building
100 Alabama Street, SW
Atlanta, GA 30303

IN REPLY REFER TO:

FLP
V-FL-566A
Beach equipment CA

November 6, 2019

Mr. Jay Hatch
Parks and Recreation Director
300 Municipal Drive
Madeira Beach, FL 33708

Dear Mr. Hatch,

We have completed our review of the draft concession agreement extension between the City of Madeira Beach and Saltwater Destination LLC for the beach equipment concession at Archibald Memorial Beach Park. We find the draft document to be satisfactory and hereby extend our concurrence on the proposed agreement.

We appreciate your cooperation. If you have any questions, please do not hesitate to contact me at 404-507-5689, or via e-mail at john_barrett@nps.gov.

Sincerely,

John R. Barrett
Program Manager
Federal Lands to Parks
Interior Region 2

BEACH EQUIPMENT CONCESSION AGREEMENT EXTENSION

THIS BEACH EQUIPMENT CONCESSION AGREEMENT, is made and entered into by and between the CITY OF MADEIRA BEACH, located at 300 Municipal Drive, Madeira Beach, Florida hereinafter referred to as "CITY" and Saltwater Destination LLC, a Florida Limited Liability Company, hereinafter referred to as "CONCESSIONAIRE" for the purposes set forth hereafter:

WITNESSETH:

WHEREAS, on August 2, 1972 a Quitclaim Deed was recorded in the Official Records of Pinellas County in O.R. Book 3845 commencing at page 927 by which the United States of America deeded to the City of Madeira Beach all of the United States of America's right, title and interest in a parcel of property consisting of approximately 2.5 acres, commonly referred to as Archibald Memorial Beach Park generally located at 15100 Gulf Boulevard; a copy of said quitclaim deed being attached hereto and incorporated herein as Exhibit A; and

WHEREAS, said Quitclaim Deed evidences that Archibald Memorial Beach Park was transferred to the City of Madeira Beach for an in consideration of the perpetual use of the premises as and for public park and public recreation area purposed by the City of Madeira Beach in perpetuity as set forth in the program of utilization and plan contained in the application submitted by the CITY on June 18, 1971; and

WHEREAS, the Quitclaim Deed further provides that the property should not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes and that nothing in this provision shall preclude the CITY from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties provided prior concurrence to such agreement is obtained in writing from the Secretary of the Interior; and

WHEREAS, CONCESSIONAIRE desires to extend this Beach Equipment Concession Agreement for 5 years.

WHEREAS, at a duly noticed public meeting of the Board of Commissioners of CITY conducted on September 13, 2016, CONCESSIONAIRE was selected and the City Attorney was directed to prepare a Concession Agreement for the Mayor's signature and subsequent concurrence by the National Park Service; and

WHEREAS, CITY and CONCESSIONAIRE desire to allow CONCESSIONAIRE to rent beach equipment at Archibald Memorial Beach Park and locations detailed in exhibit B for the use and benefit of the general public; and

WHEREAS, CITY hereby finds that the rental of beach equipment on a portion of Archibald Memorial Beach Park will enhance the park visitors' and users' experience; and

WHEREAS, CITY is satisfied that provision of additional services and the facilities at Archibald Memorial Beach Park is in the CITY'S best interest; and

WHEREAS, CITY and CONCESSIONAIRE desire to enter into this Beach Equipment Concession Agreement, hereinafter the Concession Agreement, so as to set forth the terms and conditions upon which CONCESSIONAIRE may rent beach equipment to the general public.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants and agreements as hereinafter set forth CITY agrees to allow CONCESSIONAIRE to rent beach equipment to the general public upon a portion of the real property described in Exhibit A attached hereto and incorporated herein by this reference and located at the Archibald Memorial Beach Park and other locations listed in Exhibit B.

- 1) Definitions: The terms set forth below, as used in this Concession Agreement, shall have the meanings herein stated:**

- a. **City Manager** shall mean the City Manager of the City of Madeira Beach, or his designee.
 - b. **Concession Areas** shall mean a portion of the sandy beach area located on Archibald Memorial Beach Park, as well as the locations listed in Exhibit B. The Concession Areas shall be the portion of the sandy beach area in which CONCESSIONAIRE will be allowed to set up and maintain its beach equipment for rental to the general public. The Concession Areas shall be used in such a manner that placement of the beach equipment for rental keeps the beach open and unobstructed for the public not using the concession service. The Concession Areas will be restricted so as to leave enough sandy beach area open for beachgoers who do not wish to rent chairs or umbrellas from CONCESSIONAIRE. The chairs, lounges and umbrellas/cabanas shall not be pre-placed, and shall not be set up on the deck, parking lot, or sand dunes. The CONCESSIONAIRE shall use staging areas at the base of each beach walkover to stack the chairs, lounges, or umbrellas/cabanas prior to their rental.
 - c. **NPS** shall mean the National Park Service of the United States of America as the delegated representative of the Secretary of the Interior.
 - d. **Gross Sales** shall mean all income generated by CONCESSIONAIRE directly from services provided at public beaches, beach walkovers, parks and/or parking facilities with the City.
- 2) **Grant of Concession License**: CITY hereby grants to CONCESSIONAIRE this Concession Agreement to rent beach equipment within the Concession Area pursuant to the terms and conditions set forth herein. CITY does hereby assign to the CONCESSIONAIRE the use of the Concession Area which is a portion of Archibald Memorial Beach Park as described in Exhibit A and the locations listed in Exhibit B. CONCESSIONAIRE hereby acknowledges that CITY cannot and has not surrendered absolute control and possession of the Concession Area. Rather,

CONCESSIONAIRE hereby acknowledges that CITY has granted CONCESSIONAIRE a terminable agreement for use of the Concession Areas.

- 3) **Term:** A condition precedent to the effective date of this Concession Agreement shall be the written concurrence of the same as required by the Quitclaim Deed from the United States of America to the CITY. This Concession Agreement shall become effective on the first day of the calendar month immediately following receipt from the United States of America of written concurrence of the Concession Agreement. Said first day of the calendar month shall be the Effective Date of this Concession Agreement. The renewed term of this Concession Agreement shall be a five (5) year period. This Concession Agreement may be extended for one additional five (5) year period subject to the mutual consent of both parties upon conditions to be mutually agreed upon at that time. In the event CONCESSIONAIRE desires to extend the term, CONCESSIONAIRE shall provide written notice thereof to the City Manager at least ninety (90) days prior to the expiration of the current term of this Concession Agreement. Any agreement reached by the CITY and CONCESSIONAIRE for renewal of this Concession Agreement shall be subject to the written concurrence of the Secretary of the Interior or his/her delegated representative, NPS.
- 4) **Use of Concession Area:** CONCESSIONAIRE shall use, occupy and maintain the Concession Area in a business-like, careful, clean and non-hazardous manner for the sole purpose of renting beach equipment to the general public and in strict accordance with all terms and provisions imposed by the Department of the Interior as to the Concession Area at Archibald Memorial Beach. Written approval by CITY and written concurrence by the Secretary of the Interior or his/her delegated representative, NPS, shall be required for other proposed use in conjunction with or in addition to those relating to Archibald Memorial Beach that are specified herein. The general public will be allowed to use the Archibald Memorial Beach park property, including the Concession Areas, for park and recreational use when the concession is not in operation. CONCESSIONAIRE is specifically authorized to use the Concession Areas for the purpose of renting to the general public beach equipment limited to beach chairs or lounges, umbrellas or cabanas. CONCESSIONAIRE may, at its discretion, also rent to the general public recreational equipment limited to floats, rafts, body boards, kayaks, non-motorized water scooters, and paddle boats or such other

recreational items as may be set in motion and whose movement is sustained by human, wave or wind force. At no time will any deviation be allowed from this list without prior written consent of the City Manager. The rental to the general public of the above-described beach equipment is supplementary to the public beach use of Archibald Memorial Beach Park.

CONCESSIONAIRE covenants that the fees charged by CONCESSIONAIRE for the above goods and services must be reasonable so as not to deny participation by the general public and a published list must be supplied to the City Manager on an annual basis.

5) **Concession Fees:** A Fixed Concession Fee in the amount of Fifteen Thousand (\$15,000.00) per annum, plus any applicable sales tax, shall be due from CONCESSIONAIRE to CITY. Fixed concession fee shall be paid semi-annually by October 31st and April 30th. In addition, CONCESSIONAIRE shall be obligated to pay the City the following:

- a. A single payment equivalent to 1% of 12-month aggregate gross sales, plus any applicable taxes, if such sales total less than \$1.1 million as certified by an actively licensed C.P.A., due to the City prior to July 31st of each year. Minimum payment due to the City shall be \$3,000.00, plus any applicable taxes; OR
- b. A single payment equivalent to 1.5% of 12-month aggregate gross sales, plus any applicable taxes, if such sales equal or exceed \$1.1 million as certified by an actively licensed C.P.A., due to the City prior to July 31st of each year.

In the event this Concession Agreement is extended, the Concession Fees due and payable during the extension period will be set forth in a written amendment or extension of this Concession Agreement. The Concession Fees are paid for the privilege of being permitted to do business at these advantageous locations. Amounts paid are not intended to be based upon periodic sales as reported and, therefore, are not subject to refund or pro rata return in

the event of breach or termination of the Concession Agreement. In all situations regarding termination of this Concession Agreement, CITY will not be responsible for return payments of any sums already received by CITY.

6) Operations: CONCESSIONAIRE may observe daylight beach use hours. CONCESSIONAIRE may operate the Concession Area seven (7) days per week (Weather permitting). CONCESSIONAIRE'S rental equipment shall be set up and maintained in a manner that keeps the sandy beach area open and unobstructed for the public not using the CONCESSIONAIRE'S services. Rental chairs, lounges and umbrellas/cabanas may be provided on a per rental basis in a number not to exceed the following per location:

- Archibald Memorial Beach Park - one hundred and fifty (150) sets of chairs (300 chairs total)
- John's Pass Park – fifty (50) sets of chairs (100 chairs total)
- 130th Avenue – fifty (50) sets of chairs (100 chairs total)
- 131th – 132nd – twenty-five (25) sets of chairs (50 chairs total)
- 133rd – fifty (50) sets of chairs (100 chairs total)
- 134th – 136th - fifty (50) sets of chairs (100 chairs total)

After all of those chairs have been rented, CONCESSIONAIRE may increase the number available only upon approval by the City Manager. No permanent storage of beach rental equipment shall be permitted on the sandy beach area at Archibald Memorial Beach Park. Notwithstanding the foregoing, the City Manager may allow CONCESSIONAIRE the right to limited on-site storage in his sole discretion for selected items of equipment. Any on-site storage containers must be approved in advance in writing, by the City Manager. CONCESSIONAIRE shall operate the Concession Areas in a safe and sanitary manner. The City Manager shall also have the right to require improvement of the quality of either the equipment or services rendered by CONCESSIONAIRE. CONCESSIONAIRE shall comply with any applicable health and safety laws. CONCESSIONAIRE covenants to secure the beach rental equipment during non-operating hours. In the event of a hurricane warning, all beach rental equipment shall be removed and secured at an off-site location. CONCESSIONAIRE covenants to clean and remove paper, trash, debris and

the like from within the Concession Areas and between the mean low water line of the Gulf of Mexico and the dune line.

- 7) **Nature of Concession Agreement:** CONCESSIONAIRE shall use the Concession Area for no purposes other than the operation of the concession as generally described in Section 4 above. CONCESSIONAIRE shall be solely responsible for all its operations and activities pursuant to this Concession Agreement. CONCESSIONAIRE shall not permit any intoxicated person or any person acting in a disorderly manner to remain upon the Concession Area. It is expressly understood and agreed that no real or personal property is leased to CONCESSIONAIRE. This is a Concession Agreement and not a Lease. The CONCESSIONAIRE'S right to occupy the Concession Areas and to operate within the same shall continue only so long as CONCESSIONAIRE shall comply strictly and promptly with each and all of the undertakings, provisions, covenants, agreements and stipulations contained herein.
- 8) **Staffing:** CONCESSIONAIRE shall employ a sufficient number of personnel so that the concession operations are adequately staffed to meet the demand for services resulting from the number of customers who patronize the business of CONCESSIONAIRE. All employees of CONCESSIONAIRE shall be well groomed and appropriately dressed in accordance with standards applicable to other public beach concessions within Pinellas County. In the event that CONCESSIONAIRE shall employ any person who by his or her acts engages in a course of conduct detrimental to the best interests of the public use of the adjacent beach or tending to reflect negatively on the rendering of concession services to the general public as part of the operation a public beach owned and operated by a governmental entity, CONCESSIONAIRE shall terminate that employee upon the written request of the City Manager. As a condition to the hiring of any employee who will work at the Concession Areas, CONCESSIONAIRE shall require that the employee accept such employment with knowledge of the rights of CITY as set forth in this paragraph.
- 9) **Maintenance:** CONCESSIONAIRE, at its sole expense, shall maintain the Concession Areas in good repair. In addition, CONCESSIONAIRE shall, at its sole expense, maintain, repair or replace all equipment and improvements located within the

Concession Area so as to keep the same in a serviceable condition. CONCESSIONAIRE shall maintain the Concession Area in a clean and sanitary condition, to the satisfaction of the City Manager.

- 10) **Emergencies:** In the event of an emergency, when contacted by the CITY, CONCESSIONAIRE shall provide a one (1) hour response time to the situation and removal of beach equipment.

- 11) **Licensing and Code Compliance:** CONCESSIONAIRE must procure all necessary licenses, including a Madeira Beach Local Business Tax Receipt. CONCESSIONAIRE shall operate its business in accordance with all CITY codes and ordinances. All signs must be approved, in advance, by CITY. Failure to maintain a Local Business Tax Receipt or any code violation, including signage, shall be considered ground for termination of this Concession Agreement.

- 12) **Quality of Service:** CONCESSIONAIRE shall stock such quantities of beach equipment as are reasonable required to meet the public demand for the concessions services which CONCESSIONAIRE will provide pursuant to this Concession Agreement. Upon the request of City Manager, CONCESSIONAIRE shall provide samples of the beach equipment rented or used by CONCESSIONAIRE for inspection by the City Manager. In the event that the City Manager should determine that the quality or variety of beach equipment is substandard as compared to the public beach concessions within Pinellas County, the City Manager may declare a default pursuant to paragraph 24, hereof. In the event of a dispute concerning the variety, quality of services or prices charged by CONCESSIONAIRE, CITY and CONCESSIONAIRE shall utilize a broad cross-section of public beach concessions within Pinellas County as the comparable to resolve disputes. It is not intended that the business operations of CONCESSIONAIRE, pursuant to this Concession Agreement, be judge by comparison with any one public beach concession operated with Pinellas County.

- 13) **Permits:** CONCESSIONAIRE shall be responsible to obtain, at its sole expense, all required permits from any applicable regulatory agency with are necessary to allow CONCESSIONAIRE to operate, maintain, repair or improve the Concession Area.

14) CONCESSIONAIRE'S Record and Documents: With respect to all matters covered by this Concession Agreement, CONCESSIONAIRE'S records and documents shall be subject at all times to inspection, review or audit by CITY. CONCESSIONAIRE will supply CITY any documentation that may be needed by City to file required compliance reports to the Secretary of the Interior or his/her delegated representative, NPS.

15) Non-Discrimination: CITY and CONCESSIONAIRE agree to comply with all Federal laws relating to non-discrimination in connection with any use, operation, program or activity on or related to the previously described property, including, but not limited to:

- a. All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);
- b. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d-1), which prohibits discrimination of the basis of race, color or national origin;
- c. The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 et seq.), which prohibits discrimination of the basis of age;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) which prohibits discrimination on the basis of handicap;
- e. The Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151), which requires facilities located on the property to be accessible to the physically handicapped; and
- f. The Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

16) Indemnification: CITY shall not be liable for any claim, lien, claim of lien, demand or loss of any nature whatsoever including, but not limited to reasonable attorney's fees, or any injury, death or damage to persons or property which may occur, result, be suffered or sustained by reason of this Concession Agreement and the operations of

the business of CONCESSIONAIRE hereunder, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONCESSIONAIRE or any person employed or utilized by CONCESSIONAIRE in the performance of this Concession Agreement, to include, without limiting the generality of the foregoing, liability to any person who may be using, occupying or visiting the Concession Area. CONCESSIONAIRE does hereby indemnify and hold harmless the CITY against all such claims, liens, claims of lien, demands, losses, liability or damage of any nature whatsoever arising out of or resulting from the subject matter of this Concession Agreement. This indemnification shall include Independent torts of the CITY, its officers, agents and employees as well as vicarious liability. CITY and CONCESSIONAIRE acknowledge that the first Ten Dollars (\$10.00) of compensation received by CONCESSIONAIRE as a result of this Concession Agreement shall be deemed specific consideration for this indemnification.

- 17) **Insurance:** CONCESSIONAIRE, prior to signing this Concession Agreement and before starting any work within the Concession Area shall procure and maintain during the term of this Concession Agreement, including any extensions or renewals thereof, the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to CITY and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial A.M. Best & Company rating of no less than A: Excellent. CITY, its elected and appointed officials, officers, employees and agents shall be named as an additional insured on all such policies. A Certificate of Insurance shall be furnished by CONCESSIONAIRE to the City Clerk and City Manager of CITY prior to the date upon which CONCESSIONAIRE commences any work pursuant to this Concession Agreement. Said Certificates shall provide that all insurance coverage shall not be canceled or reduced by the insurance carrier without CITY having been given at least thirty (30) days prior written notice thereof. It is requested that all policies have occurrence form policies. Should Claims Made Policies be submitted, CONCESSIONAIRE will be required to have the policy dates run concurrently through the life of this Concession License and will be required to maintain full coverage at CONCESSIONAIRE'S expense for a term acceptable to the City Manager.

CONCESSIONAIRE shall submit all Certificates of Insurance and Bonds as follows:

- a. **Workers Compensation:** CONCESSIONAIRE shall provide and maintain during the term of this Concession Agreement workers compensation and employers liability insurance. The workers compensation coverage shall be in accordance with the laws of the State of Florida.
- b. **Commercial General Liability:** CONCESSIONAIRE shall provide and maintain during the term of this Concession Agreement commercial general liability insurance coverage including, but not limited to, bodily injury, property damage and personal injury with limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 per location aggregate plus property damage insurance in the minimum amount of \$500,000 covering all work performed pursuant to this Concession Agreement.
- c. **Automobile Liability:** CONCESSIONAIRE shall provide and maintain during the term of this Concession Agreement automobile liability insurance including bodily injury, property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than \$1,000,000 combined single unit per occurrence and \$2,000,000 aggregate covering all work performed pursuant to this Concession Agreement. Limits may be satisfied by combining an umbrella form and the automobile liability form for a combined total limit of \$2,000,000.
- d. **Certificate of Insurance:** CONCESSIONAIRE shall furnish to CITY proof of insurance, including, but not limited to, a Certificate of Insurance and the separate endorsement referencing CITY as "additional insured" except for workers compensation and the effectiveness of all required insurance for CONCESSIONAIRE. The Certificates of Insurance shall state that CITY will be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any other modification of any policies required of CONCESSIONAIRE. No work shall commence under this Concession Agreement until CITY'S authorized representative has given written approval of the Insurance Certificates. Additionally, CONCESSIONAIRE has an affirmative obligation

throughout the entire term of this Concession Agreement to provide the City Manager evidence of the continuation of all policies required of CONCESSIONAIRE by this Concession Agreement. As such, as each policy of insurance is renewed, proof thereof must be provided in writing to the City Manager.

18) Relationship of Parties: CONCESSIONAIRE, by accepting this Concession Agreement, acknowledges that CONCESSIONAIRE is not engaged in a joint venture or co-partnership with CITY and shall not represent to any person or entity whatsoever that CITY and CONCESSIONAIRE are 'joint ventures' or co-partners. CONCESSIONAIRE acknowledges that it is not a tenant and has not received a lease of real property owned by CITY. CONCESSIONAIRE further acknowledges that the rights granted CONCESSIONAIRE, pursuant to this Concession Agreement, are solely a privilege originating from CITY. Should CONCESSIONAIRE fail to comply with the terms and conditions of this Concession Agreement, same is revocable by CITY and the privileges granted hereby shall immediately terminate upon the revocation of this Concession Agreement. Upon the termination of this Concession Agreement, as provided for in paragraphs 24 through 27, inclusive, hereafter, CONCESSIONAIRE acknowledges that CITY may avail itself of the self-help remedy of taking immediate possession of the Concession Area and all improvements and equipment located therein.

19) Consumption of Alcoholic Beverages: In recognition of the fact that Archibald Memorial Beach Park is operated by CITY for the public purpose of providing beach and related recreational facilities for use by the general public, and in consideration of the fact that the concession operation under this Concession Agreement is secondary and subservient to the primary public purpose, CONCESSIONAIRE shall, at the request of the City Manager, require that a patron vacate the Concession Area when, in the opinion of the City Manager, the conduct of a patron is detrimental to the public beach operations.

20) Storage of Hazardous Substances: CONCESSIONAIRE shall not use or store any hazardous substance except in compliance with applicable laws or regulations. The

City Manager may restrict the use or storage of hazardous substances upon determining that the same pose an unreasonable threat to the safety of the public beach or the general public.

21) Right of Inspection: The City Manager or the Secretary of the Interior's delegated representative, NPS (as to Archibald Memorial Beach only), may, at any and all reasonable times, inspect the licensed Concession Areas, to ascertain compliance by CONCESSIONAIRE with the requirements of this Concession Agreement. CONCESSIONAIRE shall cooperate to allow the Concession Areas to be inspected by any regulatory entity when an inspection is required to determine compliance with applicable laws or regulations. If a condition is found to exist during an inspection which requires that the business of CONCESSIONAIRE be interrupted in order to remedy the same, the CITY may order CONCESSIONAIRE to temporarily suspend business. During the period of time the business is suspended, pending corrective action to comply with this Concession Agreement, or requirements of any regulatory agency, CONCESSIONAIRE shall have no claim or recourse against CITY for any loss of business or profits.

22) Taxes: All taxes or assessments, of any nature whatsoever pertaining to the business operations, real or personal property, retail sales, the Concession Areas as improved real property, or the granting of this Concession Agreement and the payment hereunder of any amounts or the performance of any obligations hereunder, shall be the sole obligation of CONCESSIONAIRE. Although the CITY and CONCESSIONAIRE stipulate that this Concession Agreement is not a lease, should the State of Florida, Department of Revenue, determine that a sales tax is due and owing by virtue of the existence of this Concession Agreement, then CONCESSIONAIRE shall be solely responsible for the payment of the sales tax, including any delinquent amounts claimed due, penalties and interest thereon.

23) Default: By accepting this Concession Agreement, CONCESSIONAIRE acknowledges that the conditions, covenants and requirements on its part to be kept, as set forth herein, are material inducements to the CITY granting the Concession Agreement. Should CONCESSIONAIRE default in the performance

of any of the conditions, covenants and requirements of it, the City Manager shall give written notice of default to CONCESSIONAIRE specifying those acts or things which must occur in order to cure the default. The City Manager shall specify the period of time within which CONCESSIONAIRE may cure the default, said time to be specified in the written notice. In the event the default is failure to pay money, the time granted to cure shall be at least seventy-two (72) hours. In the event of any other default, the time granted to cure shall be at least thirty (30) days. Should the default continue, after expiration of time granted to cure the same, the City Manager may terminate or withdraw this Concessions Agreement. CONCESSIONAIRE shall be given written notice specifying the date and time of termination or revocation. CONCESSIONAIRE acknowledges that some defaults may not be curable. In such case, the provision of paragraph 25, hereof, shall apply.

24) Revocation by CITY: In the event of a continuing default after expiration of the time given to cure, or in the event of a default which is not curable, resulting in a notice of termination or revocation of this concession Agreement, CITY may immediately take possession of the Concession Areas, and all Improvements and personal property located therein, without advance notice to CONCESSIONAIRE and without the need for CITY to make application to any court of competent jurisdiction for judicial approval. By accepting this Concession Agreement, CONCESSIONAIRE expressly consents to the self-help summary procedural remedy of CITY immediately retaking possession of the Concession Area.

25) Termination by CONCESSIONAIRE: Should CITY fail to perform any of the covenants or requirements on its part to be kept hereunder, CONCESSIONAIRE shall give written notice thereof to CITY, specifying those acts or things which must occur in order to cure the default. The default notice shall specify a reasonable period of time within which to cure the default. Should the default remain, after expiration of the time granted to cure the same, CONCESSIONAIRE may immediately terminate this Concession Agreement by giving CITY written notice of termination.

- 26) Attorney's Fees:** Should it be necessary for either party to bring any legal action against the other to enforce any of the provision of this Concession Agreement, the non- prevailing party hereby agree to pay all costs attendant thereto, including a reasonable attorney's fee to the attorney representing the prevailing party, and said obligation to pay attorney's fees shall apply to any declaratory action, if necessary, to construe any of the terms hereof, and shall apply to trial court or appellate level proceedings.
- 27) Assignment and Subletting:** CONCESSIONAIRE shall not assign this Concession Agreement or any interest therein, nor let or sublet the Concession Areas or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person, unless approved in writing by the City Manager.
- 28) Executory Obligations:** The financial obligations of CITY under this concession Agreement shall be deemed executor until the Board of Commissioners appropriates funds therefore. No liability shall be incurred by CITY beyond the funds made available for the purpose of this Concession Agreement by the Board of Commissioners.
- 29) Applicable Law:** This Concession Agreement shall be governed by the laws of the State of Florida. CONCESSIONAIRE covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules relating to the services to be limited to the Americans With Disabilities Act and any regulations regarding smoking in public places. CONCESSIONAIRE covenants that it will conduct no activity or provide any service that is unlawful or offensive.
- 30) Notices:** Notices required by or related to this Concession Agreement shall be sent by United States registered or certified mail, postage pre-paid and return receipt requested.

Notices to CITY shall be sent to:

**City of Madeira Beach
City Manager or City Clerk
300 Municipal Drive
Madeira Beach, Florida 33708**

Notices to CONCESSIONARE shall be sent to:

**Saltwater Destination, LLC
Tyler J. Morris, Manager
2178 28th Avenue North
St. Petersburg, FL 33713**

As an alternative to notice by mail, notices may also be delivered to CONCESSIONAIRE at its place of business at the Concession Area by leaving the same with any employee of CONCESSIONAIRE working in the Concession Areas, or by posting same in a conspicuous area. CONCESSIONAIRE may deliver notices to CITY by leaving same with the City Manager or any employee who works in the office of the City Manager.

31) Amendment to Concession Agreement: This Concession Agreement contains all the terms and conditions between the parties and no alteration, amendment, or addition shall be valid unless in writing and signed by both parties with written concurrence by the Secretary of the Interior or his/her delegated representative, NPS.

32) Quitclaim Deed: One of the Concession Areas is located within Archibald Memorial Beach Park, CONCESSIONAIRE acknowledges that CITY obtained title to Archibald Memorial Beach Park from the United States of America pursuant to a Quitclaim Deed recorded in the Official Records of Pinellas County on August 2, 1972 in O.R. Book 3845 commencing at Page 927. CONCESSIONAIRE covenants that CONCESSIONAIRE'S operation of the concession within the concession with the Concession Area shall fully comply with said Quitclaim Deed. Furthermore, as required by paragraph 7 within said Quitclaim Deed, CONCESSIONAIRE covenants that its operation of the concession within the Concession Area will comply with all

requirements issued under the provisions of Title VI of the Civil Rights Act of 1964.

- 33) Laws and Regulations:** CONCESSIONAIRE is aware of and agrees that it will use the Concession Areas so as to conform with deeded environmental and usage controls and not violate any laws, regulations and/or requirements of the United States of American and/or the State of Florida and/or any ordinance, rule or regulation of CITY now or hereafter made, relating to the use of the premises.
- 34) Signage:** CONCESSIONAIRE shall place no sign or advertisement upon any location of the Concession Areas unless prior written approval has been granted by the City Manager and the City Manager shall have the right, without first notifying CONCESSIONAIRE, to remove at the expense of CONCESSIONAIRE, any sign or signs that may be erected without prior approval.
- 35) Surrender: Waste:** CONCESSIONAIRE agrees that upon expiration of this Concession Agreement or earlier termination thereof, it shall surrender the Concession Areas to CITY in as good or better condition as they were in at the time of execution of this document, ordinary wear excepted. If CONCESSIONAIRE has paid in full all sums due CITY hereunder, and returned the improvements, and the like of CITY, in good repair, CONCESSIONAIRE may remove, at its own cost and expense, its personal property and equipment from the Concession Area on or before the final date of the term of this Concession Agreement. CONCESSIONAIRE further agrees that it shall permit no waste nor suffer the same to be committed, nor injure nor misuse the Concession Areas. Upon the expiration of this Concession Agreement, the CITY shall not be required to demand that CONCESSIONAIRE vacate the Concession Areas since CONCESSIONAIRE shall have no rights under this Concession Agreement after it terminates.
- 36) Liens:** CONCESSIONAIRE shall keep the Concession Areas free from any and all liens arising out of any work performed, material furnished, or obligations incurred by CONCESSIONAIRE during the term of this Concession Agreement or any extension or renewal thereof.

37) Waiver: Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of said party's rights hereunder. No waiver by either party at any time, expressed or implied, of any breach of any provision of this Concession Agreement shall be deemed a waiver of breach of any other provision of this Concession Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent and approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed to be a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Concession Agreement, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other.

38) Termination: This Concession Agreement shall terminate automatically upon the occurrence of any of the following events:

- a. CITY unilaterally terminates the Concession Agreement upon ninety (90) days written notice for any cause whatsoever and specifying the date of termination
- b. CONCESSIONAIRE materially violates any provision of the Concession Agreement.
- c. The expiration of the term of this Concession Agreement or any renewal thereof.

39) Acknowledgement: This Agreement and the obligations of the parties hereto are subject to the terms and conditions set forth in the deed from the United States of America (USA) to the City of Madelra Beach, dated July 12, 1972, and recorded at Official Records Book 3845 commencing at Page 927 of the Public Records of Pinellas County, Florida, and the current Program of Utilization which governs the use of the assigned property. The CITY covenants that it has made an independent

Interpretation of the quitclaim deed, and the CITY has determined that operating the concession authorized in this Concession Agreement does not and will not violate the restrictions, covenants or other terms and conditions in the quitclaim deed relating to the use of the Property. Violations of the said terms and conditions may be grounds for reversion to the United States of America, at its discretion and termination of this Concession Agreement. CONCESSIONAIRE owned personal and real property improvements associated with the real property, may be subject to seizure, without compensation, by the USA.

40) United States of America is Not a Party: It is expressly understood by the CITY and the CONCESSIONAIRE that the United States, and its departments, agencies, and bureaus, including specifically the NPS, is not a party to this Concession Agreement. It is further understood that nothing in this Concession Agreement waives the sovereign immunity of the United States, and its departments, agencies, and bureaus, including specifically the NPS, as to any and all matters, except as such sovereign immunity has been specifically waived under applicable laws of the United States.

41) Appropriation by United States of America: The parties hereto acknowledge, agree and understand that nothing in this Concession Agreement shall be construed as binding, requiring or authorizing the United States, and its departments, agencies, and bureaus, including specifically the NPS, to expend any sums for, or in connection with any of the provisions or purposes in this Concession Agreement, or to involve the United States, and its departments, agencies, and bureaus, including specifically the NPS, in any contract or other obligation for the expenditure of money in excess of any appropriations or in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341.

THIS BEACH EQUIPMENT CONCESSION AGREEMENT ISSUED IN DUPLICATE this 22 day of October, 2019 by the City of Madeira Beach.

ATTEST:

CITY OF MADEIRA BEACH, FL

Clara Van Biargen
Clara Van Biargen, City Clerk

Maggi Black
Maggi Black, Mayor

THIS BEACH EQUIPMENT CONCESSION AGREEMENT ACCEPTED this 8 day of October, 2019 and by executing this acceptance, CONCESSIONAIRE agrees to all terms, conditions and requirements hereof.

SALTWATER DESTINATION, LLC

By: Tyler J. Morris
Tyler J. Morris, Manager

Witnesses as to execution of behalf of Saltwater Destination LLC:

Max Michalski
Witness
Max Michalski
Print Name

Say Stabelo
Witness
Say Stabelo
Print Name

APPROVED AS TO FORM AND CORRECTNESS:

Ralf Brookes
Ralf Brookes, City Attorney

RECORDED
PINELLAS CO. FLORIDA
Clerk Circuit Court

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O.R. 3845 PAGE 927

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Southeast Regional Director, Bureau of Outdoor Recreation, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the City of Madeira Beach, Florida (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the following described property consisting of approximately 2.5 acres, located in Pinellas County, Florida.

Parcel Number One

Beginning at the intersection of the South line of Government Lot 1 and the Westerly margin of paved Highway, and running thence in a Northwesterly direction along said Highway a distance of 485 feet, thence in a Southwesterly direction and at right angles to said Highway to the line of Mean High Tide of Gulf of Mexico, and thence in a Southeasterly direction along Mean High Tide line to the South line of Government Lot 1, thence East along the Government Lot Line to point of beginning.

Parcel Number Two

Beginning at the intersection of the North line of Government Lot 2, and Westerly margin of the paved Highway, and running Southeasterly along said Highway a distance of 15 feet, thence in a Southwesterly direction at right angles to said Highway to the line of Mean High Tide of the Gulf of Mexico, thence Northwesterly along Mean High Tide line to North line of Government Lot 2, thence East along Government Lot Line to point of beginning.

RETURN TO:

City of Madeira Beach
P. O. Box 8276
Madeira Beach, Fla. 33738

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TOGETHER with improvements thereon.

SUBJECT, to any and all existing rights of way, easements and covenants, restrictions, reservations, conditions, and agreements affecting the above described premises, whether or not the same now appear of record.

RESERVING to the Grantor, and its assigns, all oil, gas, and other minerals in, under, and upon the lands herein conveyed, together with the right to enter upon the land for the purpose of mining and removing the same.

To Have and to Hold the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the City of Madeira Beach, Florida.

It is Agreed and Understood by and between the Grantor and Grantee, and the Grantee by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

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1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee on June 18, 1971, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument or conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. The grantee will use the property only as a recreation park and beach for governmental purposes incident thereto and not use the same for commercial purposes, as provided in those two certain deeds, one from Lone Palm Corporation to the United States of America, dated October 16, 1931, filed for record January 7, 1933, Deed Book 640, Page 495, and Madeira Holding Company to United States of America, dated October 28, 1931, filed for record January 7, 1933, Deed Book 640, Page 496, Public Records of Pinellas County, Florida.

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5. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

6. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

7. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself

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the same obligations as those imposed upon the Grantee, its successors and assigns; by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

8. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect:

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IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 12 day of JULY, 1972.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of the Interior

Through:

ROY K. WOOD
Southeast Regional Director
Bureau of Outdoor Recreation

By [Signature]

WITNESSES:

[Signature]

[Signature]

STATE OF GEORGIA
COUNTY OF FULTON

On this 12 day of JULY, 1972, before me, the subscriber, personally appeared ROY K. WOOD, Bureau of Outdoor Recreation, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.

[Signature]
NOTARY PUBLIC



My Commission expires:
Notary Public, Georgia, State at Large
My Commission Expires Jan. 4, 1976

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The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

CITY OF MADEIRA BEACH
FLORIDA

By Joseph G. Elliott
Joseph G. Elliott
City Manager

STATE OF FLORIDA)
) ss
COUNTY OF PINELLAS)

On this 1st day of August, 1972, before me, the undersigned Officer, personally appeared Joseph C. Elliott, to me known and known to me to be the same person whose name is subscribed to the foregoing acceptance, who being by me duly sworn, did depose and say that he is the City Manager of the City of Madeira Beach, Florida, that he is duly designated, empowered and authorized by a resolution adopted by the Board of City Commissioners of the City of Madeira Beach, Florida, on May 25, 1971, to execute the foregoing acceptance and sign his name thereto; and that he signed his name thereto and acknowledges that he executed the foregoing instrument for and on behalf of the City of Madeira Beach, Florida, for the purposes and uses therein described.

Donna R. O'Neil
NOTARY PUBLIC



My Commission expires:
Notary Public, State of Florida at Large
My Commission Expires JUNE 27, 1976

Exhibit "B"

South Beach Park, Madeira Beach, Florida

Beach Access Ways located at:

130th Street

131st Street

132nd Street

133rd Street

134th Street

135th Street

136th Street



MEMORANDUM

Item 4D.

TO: Board of Commissioners
FROM: Robin I. Gomez, City Manager
DATE: September 30, 2024
RE: Beaches/Sand – City Regulatory Services, Private vs Public

Background

City of Madeira Beach City limits along the beach/sand are approximately 2 miles from its Southern line at John's Pass Water way to its Northern line at 155th Ave. For decades people have been participating in a variety of recreational, social, and other activities such as walking, jogging, sitting, tanning, playing, eating, and much more on those 2 miles of beach/sand from in the Gulf waters all the way up to the dunes or other structure (building, wall, etc). At least one recent incident in Madeira Beach and a court case in Madeira Beach's neighbor to the North (Redington Beach) shed some light on the issue.

Discussion

Recently the City of Madeira Beach and various residents and businesses reviewed and discussed the usage of what ended up being privately owned property on the sand related to an alcohol beverage license application and subsequent City approvals from 2021. The matter highlighted the issue of what is private versus public and what can private property owners do/allow or not allow specifically on the sand.

Madeira Beach's neighbor, Town of Redington Beach, recently received a favorable US District Court ruling regarding an ordinance that the Town adopted essentially listing that all the sand within the Town's limits was for public use.

Historically, Madeira Beach like many other coastal cities, towns, and counties have provided a variety of municipal services on the beach/sand including police, fire/ems, public works, sanitation, recreation, etc. The public has also been using the beach/sand from the dunes/structure location down and into the water for customary and repeat activities including walking, jogging, bicycling, sitting, tanning, eating, playing, etc. Any beach/sand identified as private property has primarily only been identified as such by the private property owner(s) with little to no action to restrict that sand access.

Based on the recent court ruling and the fact that the beach/sand has been for many decades normally and customarily used by the public for public enjoyment and leisure activities when visiting the beach/sand, such public usage will continue with little to no impediment(s).

Fiscal Impact

None

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SHAWN BUENDING, ROBERT
DOHMEN, THOMAS K. BROWN,
HARRY S. FIELDS, WENDY
FIELDS, SHAWN MOORE and
DAGMAR MOORE,

Plaintiffs,

v.

Case No: 8:19-cv-1473-VMC-SPF

TOWN OF REDINGTON BEACH, a
Florida municipal corporation,

Defendant.

AND

PAMELA GREACEN and
ARTHUR L. BUSER, JR.

Plaintiffs,

v.

Case No. 8:20-cv-2568-VMC-AAS

TOWN OF REDINGTON BEACH,

Defendant.

MEMORANDUM OF DECISION

This cause came on for bench trial beginning on April 8, 2024. Pursuant to Fed. R. Civ. P. 52(a)(1), the Court makes the following findings of fact and conclusions of law.

I. Procedural History

The complaint in Buending, et al. v Town of Redington Beach was originally filed in state court on June 21, 2019, and removed to federal court on June 24, 2019, being assigned case number 8:19-cv-1473-JSM-SPF. The Complaint in Pamela Greacen, and Arthur L. Buser, Jr. v. Town of Redington Beach was originally filed in state court on October 28, 2018. On October 30, 2020, Plaintiffs in the Greacen case filed an Amended Complaint asserting federal claims. That action was subsequently removed to federal court on November 3, 2020, and assigned case number 8:20-cv-2568-JSM-AAS.

On February 19, 2020, the predecessor judge entered an order (Doc. # 74) in the Buending case, granting summary judgment to those Plaintiffs. The Town appealed and on August 20, 2021, the Court of Appeals vacated the summary judgment order in Buending and remanded the case for a trial. Buending v. Town of Redington Beach, 10 F.4th 1125 (11th Cir. 2021).

On November 18, 2021, the predecessor judge consolidated the Greacen and Buending cases "to the extent that the cases will be tried together as a bench trial." (Greacen Doc. # 30). On November 15, 2022, the predecessor judge recused himself from the procedurally consolidated cases. (Buending Doc. # 140). The consolidated cases were subsequently

reassigned to this Court.

II. Plaintiffs' Claims

Of the claims remaining for trial, Plaintiffs all claim that Ordinance 2018-03 of the Town of Redington Beach is a facial and as-applied taking. In addition, Plaintiff Wendy Fields claims that she was removed from service on the Town's Board of Adjustment ("BOA"), and that this removal constituted First Amendment retaliation. As to the Takings Clause claims, the Town asserts the affirmative defense of customary use.

III. Findings of Fact

In the 1920s, before it had its own name and borders, the land that now includes Redington Beach began being bought by an Indiana businessman named Charles Redington. The land was initially referred to as the Redington Beaches. In 1935, Mr. Redington built the first home on what is now Redington Beach.¹ T IV-84, 88. According to the testimony of Dr. Joe Knetsch, the historian retained by the Town, the Redington Beaches did not have connectivity to the mainland until other investors built a wooden bridge in the mid-1920s. Id. at 85.

¹ Where the Court cites to the trial transcript it will designate the cite with a "T" followed by the volume number in roman numeral followed by the page number.

In 1945, the Town of Redington Beach became incorporated as a municipality. Id. at 88. Early Pinellas County Commission meeting minutes reflect that the County Commission adopted an ordinance to prohibit driving cars on the beach in Redington Beach. Among other things, the ordinance references the "safety of beachgoers." Id. at 87.

Dr. Knetsch testified that his research of Town Commission meeting minutes from the beginning of the Town revealed that at the very first meeting of the Town Commission, "Commissioners were discussing the fact that Charles Redington was going to donate certain parcels of land to the Town to ensure that there would be beach access," and the establishment of a "beach access committee." T IV-89-90. The Town is entirely residential and, but for several condominium buildings at the very north end of the Town, it features single-family homes. T I-34. The Town has approximately 1,400 residences and is a little over a mile long. T IV-141. The Town owns a small vacant residential lot on the beach called Beach Park which is approximately 80 feet wide. Otherwise, the beach in the Town is under private ownership. T IV-149.

Plaintiffs own beachfront residential lots in the Town fronting the Gulf of Mexico. Their ownership extends to the

mean high-water line ("MHWL"). Pamela Greacen and Arthur Buser purchased their home at 16120 Gulf Blvd. in 2011. T I-27. Wendy and Harry Fields purchased a home at 15810 Gulf Blvd. in 2004. T II-184. In 2017, Thomas Brown purchased a home at 15802 Gulf Blvd. Shawn and Dagmar Moore purchased a home at 15912 Gulf Blvd. in 2017. Adjacent to the Moores' former home in the Town is the previously mentioned Beach Park, which consists of a parking lot leading to the beach. In June 2018, Shawn Buending and Robert Dohmen purchased a home at 15808 Gulf Blvd.

On June 6, 2018, the Town of Redington Beach, Florida, passed Ordinance 2018-003, which became effective on that date. The Ordinance created § 13-30 of the Town Code, subsection (a) of which provided "[t]he public's long-standing customary use of the dry sand areas of all of the beaches in the town for recreational purposes is hereby recognized and protected." The Ordinance went on to set forth a list of traditional beach activities which were prohibited from being "impeded or interfered with" by anyone (including the owners of the private segments of the beach). The Ordinance provided that the rights being recognized derived from the doctrine of customary use.

At trial, the Town provided a range of documentary evidence and witness testimony² supporting its customary use defense. As the exordial clauses to the Ordinance confirm, Charles Redington founded the Town in 1935 and donated beach access points, which have existed since the Town's inception. There are five such access points. T I-109. These access points, in the form of boardwalks, are repaired and maintained by the Town. The Town code, in turn, defines a "beach access point" as "[a]ny access used by the general public or private property owners for the purpose of gaining access to the beach." Town Code § 4-9(b) (emphasis added). Of course, the beach access points could, as is argued by Plaintiffs, be consistent merely with the use of the wet sand. However, additional evidence supports the Town's assertion of customary use of the dry sand beach.

For one, the Town proved that it has raked the entire length of the beach in the Town for decades. Many of the Plaintiffs contended that the Town did not begin raking the beach until 2019 after they filed their suits, and that they

² While the Town had proposed to call over 80 witnesses (Doc. # 138), during the pre-trial conference the Court, exercising its authority to manage the trial, limited the Town to thirty witnesses. T I-19. Although the Court found all of the Town's witnesses credible, the Court will not summarize the testimony of each witness here.

pay for their own private raking service. But several Town officials and witnesses testified raking has occurred for decades. For instance, Mayor Will testified that the Town has raked the beach since he moved into the Town in 1992. T IV-151. He also testified that Town records confirm that the Town has owned a tractor since the 1970s and that one of the primary duties of the Town's long-serving maintenance employee was to rake the beach with the Town tractor. Id. at 152, 154. Plaintiff Greacen even admitted that not all beachfront residents use a private raking service, estimating that the portion who do may be under 50%. T I-40. It can also not be argued that the Town's raking was only confined to the beach below the MHWL because, as Plaintiff Gracean confirms, some residents complained that the Town's rake had disturbed vegetation planted by owners near their seawalls. T I-89, 91. It stands to reason that, if the Town believed the beach to be private, it would not expend tax dollars paid by all Town residents to maintain a beach only a handful of residents would use.

The Town also provided extensive and consistent witness testimony of the use of the "dry sand" beach in the Town.³

³ The parties disputed terminology at trial, but the Town's witnesses were all asked by the Town's counsel to confine

For instance, Barry Scarr testified that he first moved to a non-beachfront home in the Town as a child in 1956. He then went off to college in 1972, but returned in 1986. T III-63. Back when Mr. Scarr's parents bought their home, their home (on the land side of Gulf Blvd.) faced the Gulf of Mexico and "the beach was everything." T III-66. Mr. Scarr testified that the beach is where he played as a child. He and his friends walked and sunbathed on the beach. When he went to high school, he continued such uses. His friends, some who lived on the Pinellas County mainland, would come to his house and the group of friends would set out to the beach. Id. at 66-67. Mr. Scarr also confirmed that when his parent's relatives and friends visited, they would go to the beach as well. Id. Young Mr. Scarr would throw a frisbee, toss a football, and get under an umbrella and socialize at least weekly. Id. at 67.

their testimony to that portion of the sand waterward of the owners' seawalls and where the "wet sand" began. Since the Plaintiffs all admitted that they could not determine where the MHWL was without a survey (see, for instance, T I-87, T II-232), and no party submitted a survey depicting that line, the Court will not attempt to determine where Plaintiffs' property lines end along the Gulf of Mexico. To resolve the question of customary use in this case, that precise determination is not necessary since, if the beach is beyond the MHWL, then it is open for public use as sovereign lands anyway.

Mr. Scarr and his wife had children who were raised on the beach. He testified "our kids loved beaching, swimming. A lot of sandcastles. A lot of, again, sports, playing, throwing. Just enjoying the whole beach some with our kids." T III-68. Mr. Scarr testified that his children were born in 1978 and 1980, and that "both kids . . . would have a lot of friends go down [to the beach] because they'd end up at our place first, and then they would be heading down to the beach." Id. at 76.

Mr. Scarr is now into his third generation of family members who make use of the beach in the Town:

When we first moved down there, it was my parents' friends and my sisters and brothers, older folks that lived in Canada. That was their whole thing was to get to the beach. . . . And then as I grew up, it became my friends, and then my kids, and now my grandkids.

T III-77.

Mr. Scarr also witnessed others using the beach. He confirmed, for instance, that he witnessed various events such as holiday events, memorials, and weddings "in the dry sand." T III-70. He also confirmed there were events organized by the Property Owners Association ("POA"). Id. at 71. He confirmed that these events were "annual" and that they often drew "hundreds" of residents. Id. at 72. He noted, "I see people sitting out on the beach all the time . . . with

umbrellas or not, or people fishing, or just . . . sitting on the beach and getting a tan. And there's swimming too." T III-73. He testified that he sees people fishing "every time I go to the beach. I don't know what they're catching, but they're there." T III-78.

The Court also received testimony from Mr. Scarr's now adult daughter, Kelly Scarr Johnson. She confirmed she moved to the Town with her parents when she was five years old, and lived there through college. T III-103. She testified that her first memories of using the beach on her own was when she was about 10 years old. During summers, she took her bike to the beach "almost every day", and she and her best friend would lay out and "look at all the houses." Id. at 104. She confirmed that while she would gain access to the beach via one of the beach access points, she would move up or down the beach behind the homes to "find a place where there aren't a lot of people." Id. at 105. If the portions of the beach right adjacent to the beach access points would get full, others who arrived would tend to move down the beach to a less populated spot. Id. at 107. She also confirmed that while she was in school, she was on the swim team, and her coach made the team go to Redington Beach and run in the dry sand for a workout. Id. at 111.

Mrs. Scarr Johnson also confirmed that she now has children of her own, and that she regularly brings them to Redington Beach. T III-108. In fact, she confirms her kids visit the beach "probably even more than I ever went myself. They're 10 and 12 right now." Id. at 109. They are regular visitors on Mother's Day, having been there eight of the last ten such days. Id. They are also there during spring break. Id.

The Court also received testimony from Barry Steagall. Mr. Steagall moved to the Town in the summer of 1981 and has lived there for 43 years. T III-30-31. Mr. Steagall testified that he and his then-wife selected a home in Redington Beach that was not on the beach. However, he and his wife "went to the beach a lot" and that the Town afforded him access to the beach. T III-31. He confirmed that he would regularly take lunches to the beach, swim at the beach, and take umbrellas to the beach. Id. He also confirmed that his friends would make similar uses of the beach, and that "it was just a friendly group of people." Id. He confirmed that the beach would be fuller on weekends, and that in the mornings, "you would see the elderly people walking on the beach." Id. His own uses included jogging on the beach probably five days a week." Id. He noted there are "a lot of young couples and

they bring their kids there." Id. Mr. Steagall also confirmed that he witnessed other members of the public using the dry sand area of the beach "all the time." T III-34. He noted that "people picnicked on that beach. There have been funeral sermons on that beach. We have cookouts on the beach, the 4th of July, and it's not in front of Beach Park, it's usually a couple houses down." Id. He also confirmed there have been weddings on the beach, and "there are kids surfboarding out there," and that "each night you see the families walk out and they enjoy the sunsets all up and down Redington Beach." Id.

Mrs. Katherine Steagall also testified. She has lived in the Town for thirty-four years, and she testified that she has many relatives all over the world, including from Taiwan, Spain, Charlotte North Carolina, Orlando, and closer in the cities of Venice, Seminole, and St. Petersburg. She noted that over the years, these family members would "gather at our house, which was very desirable for everyone that lived inland [because] we would go down to the beach. And I had children and grandchildren that I took to the beach with us." T III-121. She confirmed that activities included frisbee, volleyball, taking pictures, and sunbathing.

Cameron Bradbeer testified that he grew up on Redington Beach, living in his parent's home in Town since he was born in 1984. T IV-18-19. When he was young, his parents would take him and his brother to the beach. Neighbors would often join. They would build sandcastles. Id. at 19. He testified that he now has two nieces and that his family takes them to the beach in Redington Beach. They build sandcastles, fly kites, and swim. Id. at 20. According to Bradbeer, no one has ever approached him or his family and asked them to leave or told them they were trespassing. Id. He testified, "I always believed that the dry sand was public - you know, it was public beach and public access, like anywhere else in Pinellas County." Id. at 24.

The Town's current Mayor, David Will, testified that he has lived in the Town since 1992 (thirty-two years). He also raised his son (born in 1995) on the beach. T IV-139-40. Mayor Will's personal uses of the beach as a younger man included socializing with friends, throwing a frisbee, fishing, playing paddleball, and sunbathing. Id. at 140. After having a child, Mayor Will's beach uses included chasing birds, making sandcastles, picnicking, and boogie boarding up and down the beach. Id. at 143, 145. His uses of the beach have been consistent over the decades he has lived in the Town,

and he or his family have used the beach "probably five days a week." Id. at 144.

Even Plaintiff Greacen admitted that residents "come, sit down . . . tan . . . go for a swim, and . . . go home." T I-46. Residents also surf when there is a "really big storm day." Id. at 45.

The Town also established that there have been a variety of annual events conducted, at least in part, on the privately-owned portions of the dry sand beach. For instance, the long-serving former president of the POA testified that residents would have an annual cookout on Independence Day, and there would be one or two beach cleanup days a year sponsored by the POA. Plaintiff Gracean acknowledged knowing about these organized clean up days. T I-96.

Mrs. Steagall confirmed that she has:

been to Redington Beach property association functions there. I've been to bonfires, family gatherings. We've even had ceremonies for people that have passed away in the community where we're honoring all of them. And there are many, many people that turn out for those events also.

T III-124.

Mr. Kenneth Sulewski also testified. He has been a Town resident for over 25 years. T III-133. In addition to being

a resident, he was president of the POA between 2013 and 2020.

He confirmed that,

during that time, we had two official events taking place on the dry sand. One was a beach party, usually in May or the 4th of July . . . where we would set up a barbecue and food tent, and we'd cook hotdogs for our group and for anyone walking the beach. Secondly, every 5th of July, we would organize a beach cleanup only on the dry sand. And we'd walk the entire length of Redington Beach picking up all the debris left over from the previous night's fireworks. . . . And we cleaned from the dry sand to their seawall, to their property line, what I consider their property line.

Id. at 135. Mr. Sulewski confirmed that while the POA coordinated with one of the homeowners:

Everything else was in the sand in front of [the private homes]. We didn't ask their permission. We just held that every year, and we had no complaints from the neighbor whose house we stood in front of or any other neighbors.

Id. at 137. He confirmed that these events drew "at least a hundred" attendees and that they were an annual event for at least 24 years. Id. at 137-138. When asked if homeowners came out to complain, Mr. Sulewski responded, "They came out and wanted a hot dog, which we provided." Id. at 135.

Mr. Sulewski also had his own personal uses of the beach during his time living in the Town. For instance, he met his wife on the beach in Redington Beach at a gathering of other residents on the dry sand behind a private residence. Id. at 138.

As to the use of the beach by those other than Town residents, the evidence did not show that the small beach in the Town attracted throngs of visitors. Still, the Town did establish that certain classes of non-residents have made historical use of the beach. For instance, Plaintiff Gracean admitted that a property in the Town called the Royal Orleans was "a series of little cottages on the east side of Gulf Blvd [and that] they are grandfathered in for a vacation rental." T I-92. Gracean also confirmed that there are other single-family homes and condo units which are listed on VRBO and Airbnb as vacation rentals. T I-93. She confirmed that these non-resident visitors would have places to park during their stays given parking provided at the rental properties. T I-100. All of this evidence suggests there are customs, housing, and parking supporting visitors' use of the beaches.

Plaintiff Wendy Fields was appointed to the Town's BOA, which reviews requests for variances from the Town's zoning code, in March of 2017. The position is not a Town employment position and was "totally volunteer." T II-204-205. After the Buending lawsuit (in which Mrs. Fields was a Plaintiff) was filed, concern was raised over her continued service on the BOA. Specifically, at a Town Commission meeting on September 4, 2019, then-Commissioner (now-Mayor) David Will "noted that

a resident on the [BOA] has a lawsuit filed against the Town and believes that this affects all of the residents, and it is a conflict of interest." T II-209. According to then-Commissioner Will, "this had been brought to my attention by one of the residents, and I thought, well, maybe this is something that needs to be discussed." T IV-171. According to Mrs. Fields, who was in the audience at the meeting, the Town Attorney advised the Commission that the Town Code provided that the Commission had "the discretion to remove a person [from a Town board] if it is in the Town's best interests." Id.

Then-Mayor Nick Simons asked Mrs. Fields if she would like to speak on her behalf. Mrs. Fields testified that in response, she informed the Commission "if the Commission wanted me to resign, then I would resign if they felt there was a conflict of interest." T II-209-210. According to Mrs. Fields, Mayor Simons then polled each member of the Commission, and all five noted a desire for Mrs. Fields to resign. Id. at 210. Mayor Simons then stated "Mrs. Fields," to which Mrs. Fields responded "okay." T II-227. As Mrs. Fields was leaving, the Mayor asked Mrs. Fields to put her resignation in writing. After consulting with her lawyer, Ms. Fields refused to submit her resignation in writing. At the

Commission's next meeting, the Mayor called for a vote to remove Mrs. Fields from the BOA, which passed unanimously. Plaintiffs then amended the complaint to include Ms. Fields's claim for First Amendment retaliation.

IV. Conclusions of Law

A. Facial Taking

The Town contended in its pre-trial submissions that considering the Eleventh Circuit's Buending opinion (vacating the summary judgment order which had conflated the facial and as-applied takings questions), the only takings issue to be tried was the as-applied claim, and the Town's affirmative defense of customary use. Nevertheless, inasmuch as the Eleventh Circuit's Buending opinion did not separately address the facial takings claim, the Court has determined that issue remains to be decided.

A facial challenge seeks to invalidate the legislation itself and is the most difficult challenge to mount successfully because it requires a plaintiff to show that no set of circumstances exists under which the law would be valid. United States v. Ruggiero, 291 F.3d 1281, 1285 (11th Cir. 2015). The Florida Supreme Court agrees that "[t]o succeed on a facial challenge, the challenger must demonstrate that no set of circumstances exists in which the

statute can be constitutionally valid.” Fraternal Order of Police, Miami Lodge 20 v. City of Miami, 243 So. 3d 894, 897 (Fla. 2018).

The “no set of circumstances” standard (often referred to as the Salerno rule) has been clarified by the Eleventh Circuit, which has noted that “the question that Salerno requires us to answer is whether the statute fails the relevant constitutional test.” Club Madonna Inc. v. City of Miami Beach, 42 F.4th 1231, 1256 (11th Cir. 2022); see also Young Israel of Tampa, Inc. v. Hillsborough Area Reg’l Transit Auth., 89 F.4th 1337, 1350 (11th Cir. 2024) (identifying the relevant constitutional standard and determining whether the challenged provision at issue failed the test).

Thus, the facial challenge to some extent merges into the as-applied challenge. Nevertheless, the Court will address the facial challenge separately as it was separately pled by Plaintiffs. As to that challenge, on motion of the Town, the predecessor judge clarified the summary judgment order by confirming his opinion that the Town’s Ordinance was facially unconstitutional on June 6, 2018, the very day it was adopted. (Buending Doc. ## 78, 81). The ensuing opinion of the Eleventh Circuit not only vacated that finding but remanded the case for trial to allow the Town to establish

customary use. Buending, 10 F.4th at 1135. The Town argues that the Eleventh Circuit would not have vacated the summary judgment order remanding the case to allow the Town to establish customary use if it had agreed with the order's conclusion that the Ordinance was facially unconstitutional.

Nevertheless, the Court must identify the relevant constitutional standard and determine whether the challenged provision at issue fails the test. In this case, the Court looks to the Takings Clause, which provides that government shall not take private property for public use without just compensation. The Ordinance does not purport to "take" the portion of dry sand beach in the Town owned by Plaintiffs. Rather, it purports to recognize and protect the customary use rights of those residents who have gained, through custom, the right to make certain uses of that privately-owned beach.

The Eleventh Circuit's Buending opinion recognized that under Florida law, if customary use is factually established, there would be no taking:

In Reynolds v. County of Volusia, 659 So. 2d 1186 (Fla. 5th DCA 1995), the Fifth District Court of Appeal noted that "the doctrine of customary usage of the sandy beach areas of this state offer[ed] a potential . . . ground" to affirm the ruling that there was no taking in the case. Id. at 1190-91. The Fifth District Court of Appeal reiterated the requirements of the customary use doctrine, explaining that it "requires the courts to ascertain in each case the degree of customary and

ancient use the beach has been subjected to and, in addition, to balance whether the proposed use of the land by the fee owners will interfere with such use enjoyed by the public in the past." Id. at 1190.

Buending, 10 F.4th at 1132. In Trepanier v. County of Volusia, 965 So. 2d 276 (Fla. 5th DCA 2007), the court addressed the question of whether an application of the customary use doctrine would affect a facial taking:

Finally, we agree with the trial court's analysis of the "takings" issue. *If the law recognizes that the public has a customary right to drive and park on Appellants' property as an adjunct of its right to other recreational uses of that property, as recognized in Tona-Rama, then no takings claim can be made out.*

Id. at 298 (emphasis added); see also Lucas v. South Carolina Coastal Council, 505 U.S. 1003, 1027 (1992) (the state may resist payment of compensation "if the logically antecedent inquiry into the nature of the owner's estate shows that the proscribed use interests were not part of his title to begin with.").

Inasmuch as the question of what property rights are at issue in a takings claim are driven by state, not federal law, the Court notes that Florida law expressly recognizes and allows for persons to gain a right of customary use over privately-owned property. This right was first recognized as being part of Florida law by the Florida Supreme Court in City of Daytona Beach v. Tona-Rama, Inc., 294 So. 2d 73 (Fla.

1974), which adopted the doctrine of customary use into Florida property law. Thereafter, it became part of the background principles of Florida property law. The Court agrees with the Town's argument that it would be illogical for this Court to conclude that the Florida Supreme Court would have adopted a doctrine of property law (and indeed apply that doctrine in the case to allow citizens to continue accessing the beach at issue), if that doctrine would constitute a facial taking.

The Court also notes that the Florida Legislature in 2018 adopted the doctrine of customary use into the Florida Statutes via the adoption of Florida Statute § 163.035.⁴ That statute allows customary use ordinances adopted during the time the Town's Ordinance came into effect to stand but, if challenged, requires the jurisdiction to establish the doctrine applies over the relevant beach area via an affirmative defense. The Court also agrees that it would not be logical for the Florida Legislature to adopt a statutory

⁴ The Court acknowledges that the Florida Second District Court of Appeal has ruled that this statutory provision (allowing an affirmative defense to a customary use challenge) applies to the Town's Ordinance in a pending action in state court also challenging the Ordinance under state takings law. See Dirty Duck 16004 LLC v. Town of Redington Beach, 376 So.3d 774 (Fla. 2d DCA 2023).

scheme regarding local customary use regulations in the state if such local customary use regulations were facial takings under state law on the very day they are adopted.

Finally, the Town's pre-trial brief aptly noted an order in the state court case Dirty Duck 16004 LLC, et al. v. Redington Beach, Case No. 21-3526-CI-19, pending in the Sixth Circuit Court for Pinellas County. That case also challenges the Defendant's Ordinance on takings grounds. The Court notes that in its February 3, 2023 order granting defendant's dispositive motion for judgment on the pleadings as to Counts I, II, III, IV, and VII of plaintiffs' amended complaint, the Circuit Court Judge ruled, as to Count IV in that litigation (a facial takings claim regarding the Ordinance) that the Ordinance was not facially unconstitutional, and therefore the Circuit Court granted judgment to the Town as to that count. While the opinion of a state trial court has no binding precedential effect on this Court, the Court acknowledges and finds persuasive the order analyzing the same Ordinance which is at issue in these consolidated cases.

In light of the foregoing, the Court finds that the adoption of the Town's Ordinance did not effect a facial violation of the state or federal Takings Clauses because the protection and regulation of customary use of private

property in Florida is authorized and, when the underlying customary uses are proven, such protection or regulation does not constitute a taking. As the controlling Florida authority confirms: "If the law recognizes that the public has a customary right to [make certain uses of] Appellants' property as an adjunct of its right to other recreational uses of that property, as recognized in Tona-Rama, then no takings claim can be made out." Trepanier, 965 So. 2d at 298.

B. As-Applied Taking & Customary Use Defense

Florida Statute § 163.035(4) authorizes a local government customary use ordinance adopted between January 2, 2016, and July 1, 2018, to continue in effect but, "in any proceeding challenging" the ordinance, the local government may "rais[e] customary use as an affirmative defense." Fla. Stat. § 163.035(4). Plaintiffs' consolidated cases make such a challenge, and the Town asserted customary use as an affirmative defense in response. The Town therefore bears the burden of proof as to its affirmative defense.

1. Standard of Proof

Prior to discussing the merits of the Town's defense, the Court will address the correct standard of proof, as this was disputed by the parties at the pre-trial stage. While Plaintiffs argued that the Town's evidentiary standard should

be a heightened standard, it did not cite to the Court any controlling authority placing that burden on the Town. The Town, for its part, argues that its affirmative defense of customary use must be proven by the preponderance of the evidence. "A preponderance of the evidence is evidence which is more convincing than the evidence offered in opposition to it." Metro. Stevedore Co. v. Rambo, 521 U.S. 121, 137 n.9 (1997) (quoting Greenwich Collieries v. Dir., OWCP, 990 F.2d 730, 736 (3d Cir. 1993)) (cleaned up). It "simply requires the trier of fact to believe that the existence of a fact is more probable than its nonexistence." Concrete Pipe, 508 U.S. at 622 (quotation marks omitted). Alternatively phrased, it is proof that persuades the trier of fact that a proposition "is more likely true than not true." United States v. Deleveaux, 205 F.3d 1292, 1296 n.3 (11th Cir. 2000) (quoting a jury instruction that was upheld); see also 11th Cir. Pattern Civ. Jury Instr. 1.1 (stating that the standard of proof by a preponderance of the evidence means the party with the burden "must prove that, in light of all the evidence, what [that party] claims is more likely true than not").

Constitutional claims raised by way of 42 U.S.C. § 1983 (including takings claims) are routinely analyzed under this standard. The Court has not independently found any

controlling authority holding that another standard of proof applies as to customary use. Thus, the Court applies the preponderance of the evidence standard.⁵

2. Florida Law on Customary Use

Whether the Town may maintain its Ordinance recognizing and regulating the pre-existing rights of Town residents and visitors to make certain recreational uses of the privately-owned portions of dry sand beach turns on whether the Town established at trial that such uses have been “ancient, reasonable, without interruption and free from dispute, [so that] such use, as a matter of custom, should not be interfered with by the owner.” Tona-Rama, 294 So. 2d at 78.

As the Eleventh Circuit noted in Buending, while the Plaintiffs purchased their respective properties for substantial sums, they, “of course, made these purchases against the backdrop of state property law principles.” Buending, 10 F.4th at 1128. There is no federal law of property. Therefore, to resolve whether Plaintiffs have a property interest which has been “taken” and whether the Town has shown customary use over the dry sand beach in dispute,

⁵ Even if a more stringent “clear and convincing” evidence standard applied, the Court would still find that the Town had proved their customary use defense.

the Court must look to Florida law. See Lucas, 505 U.S. at 1030 (noting that the federal courts must resort to “existing rules or understandings that stem from an independent source such as state law” to define the range of interests that qualify for protection as “property” under the Fifth and Fourteenth Amendments). As the Buending court also noted: “To resolve whether the Town has shown customary use over the dry sand beach in dispute, we look to Florida law.” Buending, 10 F.4th at 1131.

The Florida Constitution gives the public a right of access along the beaches and shorelines of the state, below the “mean high water line[]” Fla. Const. art. X, § 11. The Eleventh Circuit characterized this area as “otherwise known as the wet sand beach.” Buending, 10 F.4th at 1128. Florida Statute § 187.201(8)(b)(2) also recognizes the public’s reasonable access to beaches, stating as part of the State Comprehensive Plan that it is a state goal to “[e]nsure the public’s right to reasonable access to beaches.” Fla. Stat. § 187.201(8)(b)(2). As noted, Florida law also recognizes customary use. Customary use finds its origins in English common law. William Blackstone described the “unwritten laws of England,” including the “particular customs, or laws which affect only the inhabitants of particular districts.” 1

William Blackstone, Commentaries on the Laws of England, at *74. This was reflected in court decisions recognizing that, for instance, the inhabitants of a parish could place a maypole on another's property and dance around it, Hall v. Nottingham, 1 Ex. D. 1 (Eng. 1875), and that parish inhabitants could play games and sports on another's property because of established custom, Fitch v. Rawling, 2 H. Bl. 393, 126 Eng. Rep. 614 (C.P. 1795). English common law has long recognized use of another's property based on longstanding customs.

The customary use at issue in these consolidated cases is the public's access to the Town's dry sand beaches to engage in the activities enumerated in the Ordinance. The Florida Supreme Court first articulated the customary use doctrine in 1974. Tona-Rama, 294 So. 2d at 78. In Tona-Rama, the Florida Supreme Court explained that the public could continue using the dry sand area adjoining a tourist attraction if such recreational use were "ancient, reasonable, without interruption and free from dispute." Id. In describing the rationale underlying customary use, the Florida Supreme Court wrote:

No part of Florida is more exclusively hers, nor more properly utilized by her people than her beaches. And the right of the public of access to, and enjoyment of,

Florida's oceans and beaches has long been recognized by this Court. . . . The beaches of Florida are of such a character as to use and potential development as to require separate consideration from other lands with respect to the elements and consequences of title. The sandy portion of the beaches are of no use for farming, grazing, timber production, or residency—the traditional uses of land—but has served as a thoroughfare and haven for fishermen and bathers, as well as a place of recreation for the public. The interest and rights of the public to the full use of the beaches should be protected.

Id. at 75, 77. Thus, Florida law allows for localities to recognize the public's customary use of their beaches under the English common law tradition of the doctrine.

Florida's intermediate appellate courts have also addressed the doctrine after Tona-Rama. In Reynolds v. County of Volusia, 659 So. 2d 1186 (Fla. 5th DCA 1995), the Fifth District Court of Appeal noted that "the doctrine of customary usage of the sandy beach areas of this state offer[ed] a potential . . . ground" to affirm the ruling that there was no taking in the case. Id. at 1190-91. The Reynolds court reiterated the requirements of the customary use doctrine, explaining that it "requires the courts to ascertain in each case the degree of customary and ancient use the beach has been subjected to and, in addition, to balance whether the proposed use of the land by the fee owners will interfere with such use enjoyed by the public in the past." Id. at 1190.

But because it determined the title at issue did not include the dry sand beach, the court did not have to reach the issue of whether customary use existed in the case. Id. at 1190-91.

Later, in Trepanier, the Fifth DCA again addressed the customary use doctrine. 965 So. 2d at 290. In that case, the court indicated that to establish a customary right the local government need not prove customary use of the property owners' specific parcels of property. Id. Instead, the court read Tona-Rama to "require proof that the general area of the beach where [the private] property is located has customarily been put to such use." Id. (emphasis added). Therefore, in these consolidated cases, the Town did not have the burden of proving that the public specifically made customary use of each privately-owned parcel of beach in the Town. As the Buending court observed:

Recall that the Town has a total area of only 1.3 square miles, 0.4 square miles of which is land and 0.9 square miles is water. The question of customary use is a localized inquiry, in this case implicating fairly limited stretches of beachfront. The Town may establish customary use by showing that the general area of the beaches has been subject to customary use that is ancient, reasonable, without interruption and free from dispute.

Buending, 10 F.4th at 1133 (footnote and internal citations and quotations omitted).

Important to the question of whether the doctrine constitutes a taking, the Florida Supreme Court has noted that, as a matter of Florida law, the "right of customary use of the dry sand area of the beaches by the public does not create any interest in the land itself. Although this right of use cannot be revoked by the landowner, it is subject to appropriate governmental regulation and may be abandoned by the public." Tona-Rama, 294 So. 2d at 78.

In short, pursuant to Florida Statutes § 163.035(2) and (4), the Town may keep its Ordinance in effect if the Court finds that the Town's evidence establishes by a preponderance of the evidence that the Town's residents and visitors have gained, by way of customary use, the right to use the privately-owned portions of the dry sand beach in the Town.

3. Analysis

With that background, the Court will now address the four elements of customary use:

(a) Ancient

Plaintiffs have consistently argued in this case that the Ordinance fails to define "ancient." However, neither the statute nor Tona-Rama defined the term. Plaintiffs have suggested that the public's use must be ancient to the point of the coronation of Richard I. But the doctrine's use of the

word is not so exacting. As Trepanier observed, the phrase "ancient use" is "an awkward concept in a new world society." 965 So. 2d at 293 n.22. Although no Florida court has parsed the question, guidance exists in the period reviewed in Tona-Rama. In that case, the First District Court of Appeal described the record:

A fair and objective consideration of all the evidence before the trial court establishes the following undisputed facts. *For more than twenty years prior to the institution of this action*, the general public visiting the ocean beach area had actually, continuously, and uninterrupted used and enjoyed the soft sand area of the beach involved in this proceeding as a thoroughfare, for sunbathing, for picnicking, frolicking, running of dune buggies, parking, and generally as a recreation area and a playground. . . . The City . . . has constantly policed the area for the purpose of keeping it clear of trash and rubbish and for preserving order among the users of the beach . . . and has otherwise exercised the police power . . . over the area for the convenience, comfort and general welfare of persons using and enjoying the beach area.

City of Daytona Beach v. Tona-Rama, Inc., 271 So. 2d 765, 766 (Fla. 1st DCA 1972) (emphasis added). So, in later deciding that the defendant had succeeded on its customary use defense, the Florida Supreme Court necessarily determined that the evidence of the past twenty years sufficiently proved the "ancient" requirement, even without the benefit of a history expert. See Tona-Rama, 294 So. 2d at 78 ("The general public may continue to use the dry sand area for their usual

recreational activities, not because the public has any interest in the land itself, but because of a right gained through custom to use this particular area of the beach as they have without dispute and without interruption for many years.”). If the Tona-Rama court, which had just recognized a doctrine using the “ancient” standard, felt a twenty-year history was not ancient enough, it would have so ruled. Instead, it applied the doctrine to recognize that customary use had been established in that case on a history of just over twenty years. In this case, the Town’s witnesses provided testimony regarding their use, and the public’s use of the dry sand beach in the Town, with many going back over twenty years, and some going back to the 1950s. Indeed, the Court heard testimony, unrebutted by Plaintiffs, that some families are now on their third generation of familial use of the dry sand beach in the Town.

True, the Town did not call witnesses who could speak to how the beach was used as of the date the Town was incorporated and into the 1940s (perhaps because such persons are no longer living). The Town did offer testimony, however, from its history expert Dr. Knetsch regarding the earliest formation of the Town and certain facts which suggested public

uses of the beach even at that time. Plaintiffs did not call any historian of their own to provide any contrary evidence.

Plaintiffs offer authorities from outside of Florida to suggest the Town's burden on the "ancient" element should look far longer back in time. But what testimony there was at trial suggests that the portion of land which has now become Redington Beach was not occupied or even accessible (at least by car) until Mr. Redington began development efforts and others built a road connecting this land to the mainland. Asked during closing statements to provide the best caselaw on an appropriate lookback period, counsel for Plaintiffs suggested a case looking back one hundred years. The Town's live testimony took the court back seventy years.

Guided by what Florida legal authorities exist, the Court is satisfied that the evidence provided by the Town establishes the "ancient" element of the customary use doctrine as applied by the Florida courts.

(b) Reasonable

Under Florida law, if the legislative body does not define the word "reasonable," then "[t]he fact-finder must construe the word 'reasonable.'" State Farm Mut. Auto. Ins. Co. v. Sestile, 821 So. 2d 1244, 1246 (Fla. 2d DCA 2002); see also Donovan v. State Farm Mut. Auto. Ins. Co., 560 So. 2d

330, 331 (Fla. 4th DCA 1990) (defining what is "reasonable" and "necessary" as a question of fact for the jury). "Reasonable" is generally understood and defined in dictionaries to mean rational, appropriate, ordinary, or usual in the circumstances. The Court utilizes this generally understood definition.

In this case, the Ordinance recognizes nine activities. They are traversing the beach, sitting on the sand, in a beach chair, or on a beach towel or blanket, using a beach umbrella that is seven feet or less in diameter, sunbathing, picnicking, fishing, swimming or surfing off the beach, placement of surfing or fishing equipment for personal use, and building sand creations unless prohibited by the Town's sea turtle protection code. The Ordinance also expressly prohibits use of tobacco, possession of animals, and the erection or use of tents on the beach. The Ordinance also prohibits a member of the public from utilizing the beach within a fifteen-foot buffer zone located seaward from the toe of the dune or from any privately-owned permanent habitable structure that is located on, or adjacent to, the dry sand areas of the beach, whichever is more seaward.

The Court finds that the limited uses protected by the Ordinance, such as sitting on or traversing the beach,

creating sandcastles, picnicking, and using a seven-foot diameter umbrella for shade are all quintessentially common and reasonable uses of beaches in general, and of the Town's beach in this case. Likewise, using the dry sand beach while fishing at water's edge, surfing, or swimming (which of course are performed in the water) are also common and, in this setting, are reasonable as they have been historically practiced. The Town's witnesses consistently testified that they were respectful of the upland owners in that if they brought food and beverages they would clean up after themselves. They consistently testified that, even before the Ordinance, they saw what they perceived as the border between the 'public' beach and private property as the owner's seawall. Thus, the Town witnesses testified that they did not go beyond the seawall, and most stated they set themselves up well into the sand away from the seawall. And as to activities such as surfing (which the Court notes would be inclusive of what some Town witnesses called "boogie-boarding") and fishing, no testimony was offered that the parts of these activities taking place on the dry sand beach are somehow unreasonable.

For their part, Plaintiffs did not offer evidence to counter the reasonableness of these approved uses, other than

as related to their argument that customary use does not apply and that they should be able to exclude all others from their land given their ownership. Of those examples offered in Plaintiffs' respective amended complaints and discussed at trial (such as individuals engaging in sexual intercourse or use of drugs or building of fires), the Ordinance does not authorize these activities. Nor does the Ordinance preclude Plaintiffs from summoning law enforcement or fire department authorities to address such activities. And the Town agrees that, apart from the customary uses set forth in the Ordinance, Gulf front owners are free to exclude from their properties those who engage in other activities either prohibited by, or not authorized by, the Ordinance. This regulatory scheme sets a reasonable balance between attempting to protect the customary use rights of Town residents and visitors recognized by the Ordinance, and the private property rights of owners such as Plaintiffs.

Indeed, the reasonableness of the customary use rights recognized and regulated by the Ordinance may also be found in the fact that the use of the beach in the Town did not significantly change after the Ordinance's adoption. Plaintiffs uniformly testified that the beach was quiet and that no one seemed to be using it. Mrs. Fields confirmed that

the public "really didn't go behind our house." T II-190. And, when Plaintiffs testified to summoning the Sheriff on an issue, it was for persons engaging in activities not on the Ordinance's list of recognized customary uses.

(c) Without Interruption

Again, absent a statutory definition, it is for the trier of fact to determine how the phrase "without interruption" will apply to the Town's affirmative defense. In this case, the Town's witnesses all testified that, while intensity or use may go up or down given the day of the week, or on holidays, or given weather conditions, over time, the beach in the Town (including parts of the dry sand beach which are privately owned) was regular. For instance, Mr. Steagall testified that these uses were "very consistent." T III-33. Mr. Scarr testified that since he's lived in the Town in 1956, his and his family's uses of the beach have been consistent, and that other residents and visitors' uses have also been "consistent over time." T III-75.

The Court finds that the Town's witnesses' testimony about the regularity and consistency of their uses of the beach in the Town, along with their observations of others using the beach regularly and consistently, was not persuasively rebutted by Plaintiffs. This testimony satisfies

the “without interruption” element of the customary use doctrine.

(d) Free from Dispute

The Florida doctrine of customary use does not impose an adversity requirement, and the doctrine applies even where the owner has given actual or implicit permission. See Tona-Rama, 294 So. 2d at 76-78 (contrasting prescriptive easement, which has an adversity requirement, with customary use, which does not). In this case, the Eleventh Circuit’s opinion in Buending noted that the predecessor judge had dismissed evidence showing public use simply because the beachgoers could have been “invitees of the property owners.” But the Buending court explained that pictures of large town gatherings on the dry sandy areas of the beach were not irrelevant for that reason. See Buending, 10 F.4th at 1134 (“[T]he Florida doctrine of customary use does not impose an adversity requirement, and the doctrine applies even where the owner has given actual or implicit permission. . . . [P]ictures of large town gatherings on the dry sandy areas of the beach are not irrelevant to determining customary use just because a property owner may have attended the gathering or because the attendees might have had permission to be there.” (citations omitted)). Therefore, the various

photographs provided to the Court, along with the testimony of Town-sponsored or POA-sponsored events that may have occurred with the acquiescence of one or more beachfront owners is still relevant to establishing that the uses were free from dispute.

Apart from such events, the Town's witnesses uniformly testified that, besides some confrontations with Plaintiff Shawn Moore (whose home was directly adjacent to Beach Park), beachfront owners simply did not express any opposition to how the dry sand beach beyond their seawalls was used by the public. For instance, Mr. Steagall testified that he was never confronted or chased away from the beach while using it during the entire time he lived in the Town. T III-36. According to Mr. Steagall, "this is a very friendly beach. The people know each other." T III-35.

Mr. Scarr testified that in his 68 years (interrupted only by his college years) residing in Redington Beach, no beachfront owner had ever confronted him and directed him to leave. T III-71. And Mr. Scarr's daughter Kelly Scarr Johnson testified, "I never knew anything different. Learning about this trial, I guess, was the first time it ever crossed my mind that that was not public beach." T III-107.

When asked to discuss the issue of dispute, Mrs. Scarr Johnson, who grew up in Town and still brings her kids back to her parents' home today, testified homeowners would "not once" ever come out and shoo her away:

We feel like it's our beach. There's a pride there to take care of it. It's a special place, you know, for the residents and their guests.

T III-110. She also recounted, as an example of the mindset of longtime residents, that she and her family did "a small wedding" for her aunt on the beach once, and that after the wedding, she and her mother were cleaning up the sand when a beachfront owner came out. The owner was "super kind" to the Scarrs and thanked them for cleaning. But Mrs. Scarr Johnson thought that "was kind of odd, because I always thought that wasn't private property." T III-115-116. But apart from that non-confrontational exchange, when the Scarrs had set up a small wedding in what apparently was the private sand of an owner, that was "the only interaction I think I've ever had with any homeowner on the beach." Id.

Mrs. Steagall testified that in her over three decades of residency in the Town, as she and her family and guests went "all the way from Madeira Beach up to North Redington," she was "never" asked to leave the beach by any homeowner

and, "in fact, a lot of the property owners on the beach would be out with us and speaking with us." T III-122.

In addition to evidence of the acquiescence of owners over time, the Court also heard testimony of the actual perceptions of those Town residents (and former child residents who have since moved but still visit). They testified as to what they actually thought and felt about the status of the dry sand beach waterward of the residents' seawalls. Mr. Steagall testified:

Well, we've always been using it. I know at one time I thought everyone had a public easement, because everybody's been doing it openly and continuously... And I remembered that from a longtime ago in school. It shocked me that someone even did not want the residents to come in there and not utilize the beach because it has always been utilized by the families and by the children and people jogging and exercising, playing sports.

T III-37. Barry Scarr testified, when asked how he came to understand that it was acceptable for him to be on the beach:

I don't know that . . . I ever understood anything, because nothing ever happened. So I don't even know what this is about. But in my whole life, there was never an issue about anything with the beach, or the sand, nothing, ever. Not one word or one opposition. Nothing until somewhat recently, in the last couple of years.

T III-68.

Former POA president Sulewski testified, when asked about being on private property during a POA event or when he was personally using the beach:

We never thought about it. Just understood that the beach was open to the public, including the dry sand, yes. . . . And we did respect not going too close to the property line. Some people had bushes in front, so we would never penetrate that area.

T III-139. Clearly, residents and visitors came to view the "property line" of the beachfront owners as being the seawall. As inconsistent with the owners' deeds as that may be, the lack of confrontation over non-owner use of the privately-owned dry sand over such a long period supports a finding that such use was free from dispute.

Mayor Will described his view of how residents viewed their right to go onto the beach from his perspective and experience:

Well, when I first came down here I didn't know anything about any of that stuff, whether there was a mean high water line or not. So we utilized the areas from the seawall into the water. That to us was considered the beach. . . . When you would walk down one of the beach accesses in between the houses . . . then when it hits the sand, when you look to your left and to our right, there are seawalls. So when you are standing on the sand - say the floor here is the sand - the seawall is about this high or so. It's about three or four feet of this. So you look left and right. And then on top of a lot of those seawalls there's a fence. So on the side of that fence, there's grass and they have their palm trees and things like that. So it's an obvious distinction that,

here's the beach and here is the seawall and somebody's yard.

T IV-146-47. Given that's how he and other residents perceived "the beach" and came to view "the beach" as not being part of the adjoining home's parcel, Mayor Will testified that going onto the dry sand beach "was always done." Id. at 147. "You go out there and there's other people out there. We would do this on a regular basis. And the beach was always thought of as a public area to access." Id.

In sum, the Town's witnesses, whose testimony the Court credits after personally observing their demeanors during trial, established that until certain Plaintiffs confronted some Town residents to "get off their land" after the Ordinance was adopted, the use of the beach was free from dispute.

C. Conclusion as to Takings Claims

The Court finds that the evidence provided by the Town at trial substantially surpassed the quantum of proof necessary to establish its affirmative defense. Therefore, the Court finds that the Town has proven the customary use of the privately-owned dry sand beach in the Town, and that those uses are consistent with the limited permitted uses set out in the Ordinance. Further, the Town has proven that this

customary use has been by both Town residents and those who may visit the Town either as vacation renters or guests of residents. Thus, Plaintiffs' takings claims (Counts I and II) fail.

D. First Amendment Retaliation Claim

In vacating the predecessor judge's grant of summary judgment to Mrs. Fields on her First Amendment retaliation claim, the Buending court characterized Mrs. Fields' status as a Board of Adjustment ("BOA") member as akin to that of an "employee." It then indicated that the Court erred in granting summary judgment because there was conflicting evidence as to whether Mrs. Fields orally resigned at the Commission meeting. Buending, 10 F.4th at 1135. At trial, Mrs. Fields continued to argue that she did not resign, and the Town continued to argue both that she did resign. The Town further argued that she should not even be treated under the First Amendment retaliation caselaw related to public employees because she was a volunteer member of a Town quasi-judicial board.

The Court, however, need not address the parties' dispute over the applicability of the Pickering⁶ balancing

⁶ Pickering v. Bd. of Ed. of Twp. High Sch. Dist. 205, Will Cnty., 391 U.S. 563, 566 (1968).

test to this case. Regardless of whether Pickering applies, Mrs. Fields' claim fails because she orally and voluntarily resigned.

In Rodriguez v. City of Doral, 863 F.3d 1343 (11th Cir. 2017), the Eleventh Circuit confirmed that the "appropriate standard for determining the voluntariness of a public employee's resignation where a claim of First Amendment retaliation is involved" is the same "test for voluntariness that applies in the context of due-process claims." Id. at 1352. Under the due-process voluntariness framework, a resignation is presumed voluntary unless the employee points to "sufficient evidence to establish that the resignation was involuntarily extracted." Hargray v. City of Hallandale, 57 F.3d 1560, 1568 (11th Cir. 1995). Involuntariness can be found: "(1) where the employer forces the resignation by coercion or duress; or (2) where the employer obtains the resignation by deceiving or misrepresenting a material fact to the employee." Id. (citations omitted).

Claims of duress and coercion must take into account "whether, under the totality of the circumstances, [the employer's] conduct in obtaining [a] resignation deprived

[the employee] of free will in choosing to resign." Rodriguez, 863 F.3d at 1352. A non-exhaustive list of five factors guides the analysis into this inquiry:

(1) whether the employee was given some alternative to resignation; (2) whether the employee understood the nature of the choice [she] was given; (3) whether the employee was given a reasonable time in which to choose; (4) whether the employee was permitted to select the effective date of the resignation; and (5) whether the employee had the advice of counsel.

Id. (citations omitted).

Here, Mrs. Fields was present at the Commission meeting to hear the discussion, was offered an opportunity to react, and voluntarily stated she was fine with resigning if the Commission desired. Mrs. Fields was not compelled to make her offer. She could have sat quietly to see where the discussion went. She could have asked to speak to counsel first. She could have stated she would not resign and demanded removal. Yet she opted to resign if the Commission so desired. The record at trial does not support a claim that Mrs. Fields, an educated, successful professional, did not understand the nature of her options. While the Commission did not offer Mrs. Fields time to choose a course of action, that is because she told the Commissioners at the meeting as it was progressing that if they wished her to resign, she would. It

would be illogical thereafter for Commissioners to not simply poll themselves for an answer, as they did.

As for being able to select a date, because Mrs. Fields unconditionally "accepted" the Commission's resignation desire in open session, it was effective at that time.⁷ While Mrs. Fields did indicate at trial that she felt under "pressure" to resign, the audio of the meeting played at trial does not reveal such pressure. The record developed at trial does not reveal facts sufficient to overcome the voluntary nature of her resignation offer. See Hargray, 57 F.3d at 1570 (employee under criminal investigation who made resignation decision at police station under time pressure and without counsel was not coerced where he was free to leave, knew the charges against him, never asked for more time or to speak with his supervisor or an attorney, and the meeting transcript revealed a "casual atmosphere").

Mrs. Fields did testify that she didn't volunteer "per se" because she felt she was "bullied into saying, after they all voted, yes, you need to resign. It wasn't till I got home

⁷ The effective date of the resignation was the date of the Commission meeting. *Smith v. Brantley*, 400 So. 2d 443, 444 (Fla. 1981) ("a public officer's resignation, stated to be effective immediately, is effective upon submission to the proper authority").

I'm like, what the heck happened?" T II-212. But the audio recording admitted into the record and played in court revealed no such bullying. Indeed, after the Commission's poll of its members was completed, the only words spoken by any Commissioner were those of Mayor Simons. And all he did was to say, "Mrs. Fields" in the manner that he was giving her back the floor. Mrs. Fields did not respond that she was being bullied. All she stated was, "okay." And Mrs. Fields admitted at trial that it was a "true statement" that the audio recording confirmed that her words to the Commission were: "If you want me to resign, I will be more than happy to." T II-226. The Court concludes, based on its experience and common sense, that this sequence of events regarding a voluntary, unpaid position did not constitute bullying. The fact that Mrs. Fields then went home and re-considered her resignation is not relevant because, by that point, she had already resigned.

Mrs. Fields notes that Mayor Simons asked her to put her resignation in writing. She then attempts to argue that her subsequent refusal to do so in some way negated her resignation. But the fact remains that at the September 4, 2019 meeting, she offered to resign if the Commission desired it, and the Commission expressed that it did desire it, and

that she accepted this with an "okay." Indeed, what Mrs. Fields asks the Court to overlook is that Mayor Simons asked her to put *her resignation* in writing. In sum, Mayor Simons (not the full Commission) asked Mrs. Fields to create a written version re-stating what Mrs. Fields had already just verbally done: resign.

Further, while Mayor Simons asked Mrs. Fields to put her resignation in writing, Mrs. Fields did not, in that moment, note that she was still thinking about the matter. Any reasonable observer present at the Commission meeting that evening would have left with the understanding that Mrs. Fields had resigned from the BOA. The fact that the Mayor, upon not receiving a subsequent written resignation, asked the Commission at its next meeting to remove Mrs. Fields from the BOA does not negate that fact that Mrs. Fields had already resigned in open session, and under Florida law, that resignation was effective upon being submitted to the appointing authority. Indeed, other members of the Commission at the time did not see the need for this action since they felt Mrs. Fields had already resigned. For instance, then Commissioner Fred Steiermann testified that that in his view, Mrs. Fields "resigned, flat out, boom, resigned." T VI-71, and that when Fields pronounced her resignation at the

meeting, he considered it final, "guaranteed." Id. at 72. Now-Mayor Will agreed that, "in that moment" Fields had resigned. T IV-170.

Again, the Court listened at trial to the audio recording, through which the Court was able to assess the tone and context of the September 4th meeting. Based on this review of the audio, the Court finds that Mrs. Fields' resignation was completed at the meeting. The resignation was automatic upon her offer to resign depending on the Commissioners' thoughts and her immediate acceptance of the Commissioners' opinions that she should resign. Despite Plaintiffs' argument or some equivocal testimony at trial, it was clear to the Court that no confirmatory resignation letter was required to effectuate the resignation. Mrs. Fields' oral resignation at the meeting was both voluntary and final.

Finally, while Fields testified that she felt she performed well on the BOA and could have handled her position during the litigation, the Commission had a valid concern over her ongoing service. The BOA is charged with applying the Town's adopted land use policies and Mrs. Fields was then embroiled in a public suit over a land use matter which impacted the ability of the vast majority of Town residents to enjoy the Town's beaches. See Carpenter v. University of

Ala. Health Services Foundation PC, 773 F. App'x 507 (11th Cir. 2019) (noting that "good cause will exist so long as the employer had *prima facie* evidence that an arguable basis for discharge existed" (citation and internal quotation marks omitted)); Christie v. United States, 518 F.2d 584, 588 (Ct. Cl. 1975) ("This court has repeatedly upheld the voluntariness of resignations where they were submitted to avoid threatened termination for cause.").

Based on the foregoing, the Court finds that Mrs. Fields did voluntarily resign at the Commission meeting. Her words were unequivocal that if the Commission desired her to resign, she would. The Commission then polled itself and each member indicated in the affirmative.


Because Mrs. Fields resigned from her position on the BOA, and no exception to the voluntary nature of the resignation applies, she did not suffer an "adverse action" under either the Pickering framework or the political loyalty cases framework. Therefore, the Town prevails as to Mrs. Fields' First Amendment retaliation claim.

V. Conclusion

The Town has now prevailed on all claims presented at trial. A judgment will be entered consistent with this Order and prior orders of the Court related to the other Counts of

the respective Seconded Amended Complaints in these consolidated cases.

DONE and **ORDERED** in Chambers in Tampa, Florida, this 12th day of August, 2024.


VIRGINIA M. HERNANDEZ COVINGTON
UNITED STATES DISTRICT JUDGE

**Memorandum**

Meeting Details: Board of Commissioners Workshop Meeting, September 30, 2024

Prepared For: Honorable Mayor Brooks and the Board of Commissioners

From: Community Development Department

Subject: Discussion of potential amendments to Alcoholic Beverages, Noise, and Special Events in the Madeira Beach Code of Ordinances

Background:

When adopting a new zoning district category like the C-1 John's Pass Village Activity Center, other parts of the Madeira Beach Code of Ordinances will need to be amended.

Discussion:

City Staff has brought the parts of the Madeira Beach Code of Ordinances that reference alcoholic beverages, noise, and special events. There is also an opportunity to amend these parts of the Madeira Beach Code of Ordinances for other Zoning Districts in Madeira Beach outside of the John's Pass Village Activity Center.

Recommendation(s):

City Staff would like the Board of Commissioners to give directions on how they would like to see alcoholic beverages, noise, and special events amended in the Madeira Beach Code of Ordinances. Based on the direction of the Board of Commissioners, City Staff will bring back draft versions of the proposed changes at a future Board of Commissioners Workshop Meeting.

Fiscal Impact or Other:

N/A

Attachments:

Madeira Beach Code of Ordinances Chapter 6 Alcoholic Beverages

Madeira Beach Code of Ordinances DIVISION 6. ALCOHOLIC BEVERAGES

Madeira Beach Code of Ordinances ARTICLE III. NOISE

Pinellas County Code ARTICLE XII. NOISE

ARTICLE II. SPECIAL EVENTS

2014 Zoning Map

2024 Zoning Map

PART II - CODE OF ORDINANCES
Chapter 110 - ZONING
ARTICLE VI. - SUPPLEMENTARY DISTRICT REGULATIONS
DIVISION 6. ALCOHOLIC BEVERAGES

DIVISION 6. ALCOHOLIC BEVERAGES¹

Sec. 110-526. Definitions.

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

Alcoholic beverage means the same as defined in Florida Statutes § 561.01 (2001).

Beer means the same as defined in Florida Statutes § 563.01 (2001).

Establishment means a building or other structure within which business is conducted on a regular basis.

Liquor means the same as defined in Florida Statutes § 565.01 (2001).

Sale of alcoholic beverages means both sale for the purpose of on the premises consumption and package sales unless the context clearly indicates otherwise.

Wine means the same as defined in Florida Statutes § 564.01 (2001).

(Code 1983, § 20-1202; Ord. No. 972, § 3, 9-24-02)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 110-527. Classifications.

- (a) *Package store, beer and wine.* A package store, beer and wine, is an establishment where beer and wine are sold in sealed containers only for consumption off the premises.
- (b) *Retail store, beer and wine.* A retail store, beer and wine, is an establishment where beer and wine are sold in sealed containers only for consumption off the premises and more than 50 percent of the establishment's gross sales are attributable to the sale of nonalcoholic items.
- (c) *Package store, beer, wine and liquor.* A package store, beer, wine and liquor, is an establishment where beer, wine and liquor are sold in sealed containers only for consumption off the premises.
- (d) *Restaurants.* A restaurant is an establishment where beer, or beer and wine, or beer, wine and liquor are sold for consumption on the premises, or for consumption on the premises and package sales, in connection with a restaurant business wherein the combined gross sales of the business operation are more than 60 percent attributable to the sale of food and nonalcoholic items.
- (e) *Bar.* A bar is an establishment where beer, or beer and wine, or beer, wine and liquor are sold for consumption on the premises, or for consumption on the premises and package sales.
- (f) *Club.* A club is an establishment which is a chartered club where beer, wine and liquor are sold or offered to members for consumption on the premises only and such beer, wine and liquor cannot be sold over the counter to nonclub members.

¹Cross reference(s)—Conformity of alcoholic beverage regulations with zoning code, § 6-5.

- (g) *Charter boats.* A charter boat is a vessel primarily engaged in the business of taking passengers for hire where beer, or beer and wine, or beer, wine and liquor are sold for consumption while the vessel is engaged in the transportation of passengers and more than 50 percent of the business income is derived from the sale of nonalcoholic items or the transportation of passengers.

(Code 1983, § 20-1203; Ord. No. 972, § 3, 9-24-02)

Sec. 110-528. Prohibition.

No premises shall be used, nor a use or occupancy permit issued for the sale of alcoholic beverages, for package sales, or for on the premises consumption, unless approved by the board of commissioners pursuant to the provisions of the land development regulations. All applications under the land development regulations shall be considered at a regular meeting of the board of commissioners.

(Code 1983, § 20-1201; Ord. No. 972, § 3, 9-24-02)

Sec. 110-529. Conformity with city zoning code.

- (a) No application for permission to use premises for the sale of alcoholic beverages shall be granted unless the property which is subject to the application is within a zoning district under the city zoning code which permits such uses.
- (b) No application for permission to use vessels for the sale of alcoholic beverages shall be granted unless the property to which the boat is docked and from which it boards and unloads passengers is within a zoning district under the city zoning code which permits such use.

(Code 1983, § 20-1204; Ord. No. 972, § 3, 9-24-02)

Sec. 110-530. Alcoholic beverage districts, restrictions and distance requirements.

- (a) *R-1 and R-2 districts.* No premises shall be used, nor shall a use and occupancy permit be issued for the sale of alcoholic beverages in any district zoned R-1 or R-2 within the city.
- (b) *R-3 districts.* Only restaurant establishments as defined in section 110-527 shall be allowed in any district zoned R-3 within the city.
- (c) *C-1, C-2, C-3, and C-4 districts.*
- (1) *Classifications permitted.* Package stores (beer and wine, retail stores (beer and wine), package stores (beer, wine and liquor), restaurants, bars and clubs shall be permitted in any district zoned C-1, C-2, C-3 or C-4 within the city.
 - (2) *Distance requirements.* Except as otherwise provided, no establishment classified as a package store (beer and wine), package store (beer, wine and liquor), club or a bar shall be located within 300 feet of property occupied by an established church, synagogue, temple or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. The distance provisions shall not apply to restaurants. Further the distance provision shall not apply to bars or clubs within a hotel of 50 rooms or more.
 - (3) *Measurement of distance.* The distance set forth in subsection (2) of this section shall be a straight line distance from the property line occupied by the enumerated uses in subsection (2) of this section and the property line to be occupied by the establishment applying for permission to sell alcoholic beverages.

(Code 1983, § 20-1205; Ord. No. 972, § 3, 9-24-02)

Sec. 110-531. Application for zoning of lot for sale of alcoholic beverages.

Whenever any owner, lessee or tenant desires to have any lot, plot or tract of land zoned for the sale of alcoholic beverages, such person shall complete and file their application form with the city manager or his designate, which application shall contain the following:

- (1) The name and address of the applicant, and the owner's written approval if property ownership is other than the applicant. The name and address of the owner of the alcoholic beverage license, if any.
- (2) The legal description or survey of property describing the portion of the lot, plot or tract of land to be utilized for the sale of alcoholic beverages.
- (3) A site plan shall be submitted with the application which shall show the proposed building location, size and height, off-street parking facilities and ingress and egress from adjoining streets. The applicant shall also submit a frontal (street side) elevation or an architectural rendering or recent photograph of the main structure.
- (4) A signed certificate and drawing prepared by a state registered engineer or land surveyor depicting the location of an established church, synagogue, temple or place of religious worship, public or private school operated for the instruction of minors, and youth recreation (community) centers within 500 feet. The drawing shall carry the following certification:

"This is to certify that all the measurements are in compliance with the provisions of this Code and are true and accurate portrayals of all actual distances."

This requirement shall also apply only to package stores (beer and wine), package stores (beer, wine and liquor), clubs, and bars.

- (5) The alcoholic beverage classification desired for the lot, plot or tract shall be one of the classifications set forth in section 110-527.
- (6) Payment of the non-refundable application fee listed in the fees and collection procedure manual.
- (7) At the time of application, the applicant shall address in writing the five factors enumerated in section 110-532.

(Code 1983, § 20-1206; Ord. No. 972, § 3, 9-24-02; Ord. No. 2023-10 , § 1, 6-14-23)

Sec. 110-532. Consideration of alcoholic beverage application.

When considering the alcoholic beverage application, the board of commissioners shall consider the following factors:

- (1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
- (2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.
- (3) Whether or not the proposed use is compatible with the particular location for which it is proposed.
- (4) Whether or not the proposed use will adversely affect the public safety.

- (5) No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the Code.

(Code 1983, § 20-1207; Ord. No. 972, § 3, 9-24-02)

Sec. 110-533. Reconsideration of alcoholic beverage zoning.

- (a) A similar application for alcoholic beverage zoning denied by the board of commissioners shall not be resubmitted for reconsideration by the board of commissioners within 12 months of the date of the final action on the previous application unless the applicant demonstrates to the board of commissioners that substantial changes have occurred in the property or in the area adjacent to the subject site which would have a bearing on the consideration of the alcoholic beverage zoning of the site.
- (b) In the event any applicant shall desire reconsideration under subsection (a) of this section, the applicant shall submit his application for such alcoholic beverage zoning to the city manager or his designate in the usual manner and pay the application fee listed in the fees and collection procedure manual. If, in the judgment of the board of commissioners, substantial changes have occurred, the board of commissioners shall then set the application for public hearing. In the event of a negative finding by the board of commissioners, the application will not be heard.
- (c) An application for alcoholic beverage zoning of lesser intensity will not be deemed a similar application as stated in subsection (a) of this section and such application can be made at any time.

(Code 1983, § 20-1208; Ord. No. 972, § 3, 9-24-02; Ord. No. 2023-10 , § 2, 6-14-23)

Sec. 110-534. Change of alcoholic beverage zoning.

- (a) Properties that are alcoholic beverage zoned cannot change the alcoholic beverage classification to a license providing greater intensity nor provide a change in the nature or use of the property to a different alcoholic zoning classification, nor enlarge the area for the sale of alcoholic beverages without filing a new petition for alcoholic beverage zoning with the board of commissioners in accordance with the requirements contained in this division.
- (b) The city manager or his designee may approve, approve with conditions, or deny alcoholic beverage zoned classification that provides for an alcoholic beverage license of lesser intensity or a reduction in the area used for the sale of alcoholic beverages; when the business establishment already holds an alcoholic beverage license approved by the board of commissioners. The city manager or his designee shall consider the following factors in the decision:
- (1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.
 - (2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.
 - (3) Whether or not the proposed use is compatible with the particular location for which it is proposed.
 - (4) Whether or not the proposed use will adversely affect the public safety.
 - (5) No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the Code.

If the requesting party is in disagreement with the decision reached by the city manager or his designee, an appeal to the board of commissioners is available; and board of commissioners' decision shall be binding.

(Code 1983, § 20-1209; Ord. No. 972, § 3, 9-24-02)

Sec. 110-535. Expansion of alcoholic beverage zoning.

Properties that are alcoholic beverage zoned cannot be expanded more than ten percent over the original approved square footage without filing a new petition for alcoholic beverage zoning in accordance with the requirements contained in this division.

(Code 1983, § 20-1210; Ord. No. 972, § 3, 9-24-02)

Sec. 110-536. Existing wet zone of properties.

Properties on which the sale of intoxicating beverages is permitted under any ordinance of the city existing on the effective date of the ordinance from which the land development regulations derived and which become nonconforming uses by the Code shall be subject to the provisions of the land development regulations pertaining to nonconforming uses.

(Code 1983, § 20-1211; Ord. No. 972, § 3, 9-24-02)

Sec. 110-537. Revocation of alcoholic beverage zoning.

Any alcoholic beverage zoning may be revoked by the board of commissioners upon finding a violation of the land development regulations, loss of state license, or the failure to conduct the sale of alcoholic beverages for any six-month period as demonstrated by not having a valid city occupational license for such use during this 6 month period. Any such action shall only be taken after conducting a hearing in the same manner as for the original application. In addition, affected property owners and/or operators shall be notified by certified mail, return receipt requested, which shall be transmitted at least 15 days prior to the scheduled public hearing date.

(Code 1983, § 20-1212; Ord. No. 972, § 3, 9-24-02)

Sec. 110-538. Record keeping and reporting requirements.

Establishments classified as retail stores (beer and wine) or restaurants shall maintain books and records reflecting the gross sale of food and nonalcoholic items and the gross sale of alcoholic beverages and shall provide such books and records to the city within 30 days upon request. Failure to keep the books and records required in this section shall be adequate grounds for the board of commissioners to revoke the alcoholic beverage zoning classification of the property upon which the business operates.

(Code 1983, § 20-1213; Ord. No. 972, § 3, 9-24-02)

Sec. 110-539. Application processing and fees.

- (a) When and at such time as the application has been accepted, the city clerk shall notify abutting property owners within 300 feet of the property, setting forth the time, date and place of the application consideration by the board of commissioners. This notice will be 15 days prior to the regular meeting of the board of commissioners. Notice shall also be posted on the property itself in the same manner. Failure to notify all of the abutting property owners as shown on the records of the county property appraiser office

shall not constitute grounds for re-advertising, conducting additional meetings, and shall not affect any action or proceeding on the application for alcoholic beverage sales.

- (b) The city manager is authorized to charge the application fee listed in the fees and collection procedure manual for processing the application.

(Code 1983, § 20-1214; Ord. No. 972, § 3, 9-24-02; Ord. No. 2023-10 , § 3, 6-14-23)

Sec. 110-540. Grandfathering business establishments engaged in the sale of alcoholic beverages.

- (a) The business establishments engaged in the sale of alcoholic beverages, or for which applications have been filed with the city for permits to engage in the sale of alcoholic beverages, in areas permitted by ordinances existing at the time of the passage of the ordinance from which this chapter is derived where such areas or business establishments do not meet the qualifications of section 110-530 shall be such areas or business established and to continue so long as the occupational license is renewed for each fiscal year (October 1 through September 30) and the state alcoholic beverage license is renewed on a continuous basis from the time of initial approval of the license.
- (b) Nothing contained in this section shall be construed to allow any establishment holding a license prior to adoption of the ordinance from which this chapter is derived to change the type of license without meeting all ordinance requirements in effect at the time of the application for a new type of license.

(Ord. No. 972, § 3, 9-24-02)

Secs. 110-541—110-555. Reserved.

Chapter 6 ALCOHOLIC BEVERAGES¹

Sec. 6-1. State law definitions adopted.

The definitions in Florida Statutes chs. 561, 562, 563, 564, 565, 567 and 568 (2001) shall be adopted.
(Code 1983, § 3-101; Ord. No. 972, § 1, 9-24-02)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 6-2. Closing hours for business establishments serving and/or selling alcoholic beverages.

The prohibited hours for establishments dealing in alcoholic beverages shall be as follows:

- (1) Alcoholic beverages in sealed containers for consumption off premises shall not be sold from 3:00 a.m. to 8:00 a.m. any day of the week.
- (2) Alcoholic beverages for consumption on premises shall not be sold from 3:00 a.m. to 8:00 a.m. any day of the week.

(Code 1983, § 3-102; Ord. No. 972, § 1, 9-24-02; Ord. No. 988, § 1, 8-26-03; Ord. No. 1168, § 1, 9-15-10; Ord. No. 2018-15, § 1, 1-8-19)

County code reference—Hours of sale, §§ 6-29, 6-30.

State law reference(s)—Municipalities may regulate hours of sale of alcoholic beverages, Florida Statutes § 562.14.

Sec. 6-3. Open containers and consumption prohibited.

- (a) It shall be unlawful for any person to consume and for any person to carry in any cup or open or unsealed container any beer, wine, fortified wine, liquor, alcoholic beverages, or intoxicating beverages, on the streets, sidewalks, alleys, or other open property within the city in which the public at large is invited. "Other open property" includes parking lots of commercial establishments, and within the picnic shelters/pavilions at Archibald Park, Kitty Stuart Park, and John's Pass Park to include an area, designated by markers, which extends 20 feet in all directions from the outer edge of the shelter, beach access easements, and all public parking lots. The term "other open property" excludes other public parks and public beaches. Glass containers and/or bottles associated with the consumption of alcoholic beverages shall be prohibited from the public beaches and public parks of the city.
- (b) Notwithstanding the prohibitions set forth in subsection (a) of this section, the city manager, acting with the approval of the board of commissioners, may suspend the operation of this section through special permit in writing for street dances, bazaars or carnivals, celebrations, civic functions, fund raising endeavors, city sponsored events, or other related activities of a community nature.

¹**County code reference**—Alcoholic beverages, ch. 6.

Cross reference(s)—Businesses, ch. 18.

State law reference(s)—Alcoholic beverages, F.S. chs. 561—567.

(Code 1983, § 3-104; Ord. No. 972, § 2, 9-24-02; Ord. No. 1067, § 1, 12-13-05; Ord. No. 1131, § 1, 7-22-08; Ord. No. 2013-02, § 1, 11-19-13)

Editor's note(s)—Ord. No. 972, § 2, adopted September 24, 2002, repealed § 6-3 in its entirety, which pertained to exceptions to closing hours and derived from the Code of 1983, § 3-103. Said ordinance also redesignated the former §§ 6-4 and 6-5 as §§ 6-3 and 6-4. The historical notation has been retained for reference purposes.

Sec. 6-4. Conformity with zoning code.

- (a) No premises shall be used, nor a use or occupancy permit issued, for the sale of alcoholic beverages for package sales or on-the-premises consumption, unless approved by the board of commissioners.
- (b) No application for permission to use premises for the sale of alcoholic beverages shall be granted unless the property which is subject to the application is within a zoning district under the zoning code which permits such uses. (See chapter 110 of this Code.)
- (c) The city clerk shall maintain an up-to-date and accurate record showing the disposition of all applications for permission to use premises for the sale of alcoholic beverages. The city clerk shall also maintain a record of all premises in which vending of alcoholic beverages is permitted.

(Code 1983, § 3-107; Ord. No. 972, § 2, 9-24-02)

Editor's note(s)—See note at § 6-3.

Cross reference(s)—Zoning, ch. 110; zoning regulations relating to alcoholic beverages, § 110-526 et seq.

State law reference(s)—Authority to regulate location, Florida Statutes § 562.45(2).

ARTICLE III. NOISE¹

Sec. 34-86. Prohibited generally.

It shall be unlawful for any person to willfully make, continue to cause to be made or continued any loud and raucous noise, which term shall mean any sound which, because of its volume level, duration and character, annoys, disturbs, injures or endangers the comfort, health, peace or safety of reasonable persons of ordinary sensibilities within the limits of the city. The term includes the kinds of noise generated by activities enumerated in section 34-87, except as provided section 34-89. The term shall be limited to loud and raucous noise heard upon the public streets, in any public park, in any school or public building or upon the grounds thereof while in use, in any church or hospital or upon the grounds thereof while in use; upon any parking lot open to members of the public as invitee or licensees, or in any occupied residential unit which is not the source of the noise or upon the grounds thereof, and in any event from any location not less than 50 feet from the source of the noise, measured in a straight line from the radio, loudspeaker, motor, horn or other noise source.

(Code 1983, § 12-108(A))

Sec. 34-87. Enumeration.

The following acts, as limited by section 34-86, and subject to the exceptions provided in section 34-89, are declared to be public nuisances in violation of section 34-86:

- (1) *Exhaust of engines, whistles, pile drivers, etc.* The discharge into the open air of the exhaust of any steam engine or stationary internal combustion engine except through a muffler or other device which will effectively prevent loud and raucous noises therefrom.
- (2) *Pile drivers, etc.* The operation between the hours of 10:00 p.m. and 7:30 a.m. Monday through Saturday or at any time on Sunday, of any pile driver, steam shovel, pneumatic hammer, derrick, dredge, steam or electric hoist or other appliance, the use of which is attended by loud and raucous noise.
- (3) *Blowers.* The operation of any blower or power fan or any internal combustion engine, the operation of which causes loud and raucous noise, unless the noise from such blower or fan is muffled or such engine is equipped with a muffler device sufficient to prevent loud and raucous noise.
- (4) *Horns, signaling devices, etc.* The sounding of any horn, whistle or other audible signaling device so as to create a loud and raucous noise.
- (5) *Radios, amplifiers, phonographs, etc.* The using, operation or permitting to be placed, used or operated any radio, amplifier, musical instrument, phonograph or other device for the producing or reproducing of sound in such manner as to cause loud and raucous noise is prohibited. Amplified outdoor sound, music, or live entertainment shall be prohibited between the hours of 9:00 p.m. to 7:30 a.m. Sunday

¹County code reference—Noise, § 58-441 et seq.

Cross reference(s)—Excessive noise or disturbance from animals prohibited, § 10-6.

State law reference(s)—Motor vehicle noise, F.S. § 403.415.

through Thursday, and 11:00 p.m. to 7:30 a.m. Friday through Saturday, unless approved by the city manager.

- (6) *Sound trucks.* No amplifier or loudspeaker in, upon or attached to a sound truck or other device for amplifying sound shall be operated or permitted to operate within the city for advertising purposes or to attract the attention of the public.
- (7) *Yelling, shouting, etc.* Yelling, shouting, whistling or singing at any time or place so as to create a loud and raucous noise between the hours of 10:00 p.m. and 7:30 a.m. daily.
- (8) *Animals, birds, etc.* The keeping of animal or bird which habitually cause a loud and raucous noise.
- (9) *Defect in vehicle or load.* The use of any motor vehicle so out of repair, so loaded or in such a manner as to create loud grating, grinding, rattling or other loud and raucous noise or which is not equipped with a muffler in a good working order and in constant operation so as to prevent loud and raucous noise.
- (10) *Construction or repairing of buildings.* The erection (including excavating), demolition, alteration or repair of any building or the excavation of streets and highways so as to create a loud and raucous noise between the hours of 10:00 p.m. and 7:30 a.m. Monday through Saturday or at any time on Sunday, except in case of urgent necessity in the interest of the public health and safety, and then only with a permit from the building official, which permit may be granted for a period not to exceed three working days or less while the emergency continues and which permit may be renewed for successive periods of three days or less while the emergency continues. If the building official should determine that the public health and safety necessitates the issuance of such a permit and will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 10:00 p.m. and 7:30 a.m. daily or at anytime on Sunday, he may grant permission for such work to be done within such hours or within a shorter time period during such hours, upon application being made at the time the permit for the work is issued or during the process of the work.
- (11) *Schools, public buildings, churches, hospitals.* The creation of any loud and raucous noise heard within any school, public building, church or any hospital, or the grounds thereof while in use, which interferes with the workings of such institution, or which disturbs or annoys patients in the hospital.
- (12) *Noises to attract attention.* The use of any drum or other instrument or device to create a loud and raucous noise.

(Code 1983, § 12-108(B); Ord. No. 2012-01, § 1, 5-8-12)

Sec. 34-88. Responsibility for violation.

Any person, owner, agent or supervisor in charge of operating, ordering, directing or allowing the operation or maintenance of the device or machine creating a noise as prohibited by this article shall be deemed guilty of violating this article.

(Code 1983, § 12-108(C))

Sec. 34-89. Exceptions.

The term "loud and raucous noise" does not include noise or sound generated by the following:

- (1) Cries for emergency assistance and warning calls.
- (2) Radios, sirens, horns and bells on law enforcement, fire and other emergency vehicles.

- (3) Parades, firework displays and other special events for which a permit has been obtained from the city, within such hours as may be imposed as a condition for the issuance of the permit.
- (4) Activities on or in municipal and school athletic facilities and on or in publicly owned property and facilities, provided that such activities have been authorized by the owner of such property or facilities or its agents.
- (5) Fire alarms and burglar alarms, prior to the giving of notice and a reasonable opportunity for the owner or tenant in possession of the premises served by any such alarm to turn off the alarm.
- (6) Bells which are rung or organs which are played to signal religious services.
- (7) Locomotives and other railroad equipment and aircraft.

(Code 1983, § 12-108(D); Ord. No. 2016-17, § 1, 2-14-17)

Sec. 34-90. Adoption of county noise ordinance.

Pinellas County Code section 58-441 et seq., is hereby adopted in addition to the other provisions of this article to be effective within the city limits.

(Code 1983, § 12-108(E))

Sec. 34-91. Penalty.

- (a) Any person, firm or corporation that violates any provision of this article for which another penalty is not specifically provided shall, upon conviction, be subject to a fine in accordance with the schedule set forth as follows:
 - (1) First violation within any 12-month period\$ 50.00
 - (2) Second violation within any 12-month period200.00
 - (3) Third violation within any 12-month period300.00
 - (4) Fourth violation within any 12-month period400.00
 - (5) Fifth violation within any 12-month period500.00
- (b) Each instance of any violation of this article shall constitute a separate offense.

(Code 1983, § 12-108(F))

County Code reference—Noise, § 58-441 et seq.

Secs. 34-92—34-110. Reserved.

ARTICLE XII. NOISE¹

Sec. 58-441. Definitions.

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

A-weighted level (dBA) means the total broadband sound level of the noise spectrum as measured using the "A-weighted network" of a sound level meter. The unit of measurement is the dBA. Sound level meter settings shall be for slow response, except for motor vehicle measurements which shall be fast response.

Ambient noise means the all-encompassing noise associated with a given environment, being usually a composite of sound from many sources near and far.

Commercial zone means any geographic area designated for commercial or professional activities by the zoning authority having jurisdiction over such area, and also includes any area that is designated as institutional on the countywide future land use map.

Continuous noise means a noise which remains essentially constant in level during the period of observation.

County means Pinellas County.

Decibel (dB) means a division of a logarithmic scale used to express the ratio of two like quantities proportional to power or energy. The ratio is expressed in decibels by multiplying its common logarithm by ten.

Emergency means a situation wherein immediate work is necessary to restore property to a safe condition following a public calamity or immediate work is required to protect persons or property from an imminent exposure to danger.

Gross combination weight rating (GCWR) means the value specified by the manufacturer as the loaded weight of a combination vehicle.

Gross vehicle weight rating (GVWR) means the value specified by the manufacturer as the loaded weight of a single vehicle.

Impulsive noise means a noise which is characterized by brief excursions of sound pressure which significantly exceed the ambient noise level.

Industrial zone means any geographic area designated for industrial or manufacturing activities by the zoning authority having jurisdiction over such area.

Intermittent noise means a noise whose sound pressure level exceeds the ambient noise level at either regular or irregular intervals.

¹Editor's note(s)—Ord. No. 03-3, § 1, adopted Jan. 7, 2003, amended Art. XII, Noise, in its entirety to read as set out in §§ 58-441—58-454. Formerly, such article, §§ 58-441—58-452, pertained to the same subject matter, and was derived from Ord. No. 74-11, adopted Oct. 15, 1974; and Ord. No. 96-51, adopted July 2, 1996.

Cross reference(s)—Offenses and miscellaneous provisions, ch. 86.

State law reference(s)—Motor vehicle noise, F.S. §§ 316.272 et seq., 403.415 et seq.

Motor-driven cycle means every motorcycle and every motor scooter with a motor which produces not to exceed five-brake horsepower, including every bicycle with a motor attached.

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

Motorcycle means 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, but excluding a tractor.

Noise means one or a group of loud, harsh, nonharmonious sounds or vibrations that are unpleasant and irritating to the ear.

Noise level means the sound pressure level as measured in dBA unless otherwise specified. A measurement of noise must be at least five dB above the ambient noise level.

Octave band means all of the components in a sound spectrum whose frequencies are between two sine-wave components separated by an octave.

Residential zone means any geographic area designated for single-family or multifamily dwellings by the zoning authority having jurisdiction over such area.

Sound level meter means an instrument to measure the sound pressure level of relatively continuous and broadband noises. The sound level meter used to determine compliance with this article shall meet or exceed the requirements for type 2 sound level meter in accordance with ANSI Standard S1-4.

Sound pressure level means the square ratio, expressed in decibels, of the sound pressure under consideration to the standard reference pressure of 0.0002 dyne/cm². The ratio is squared because pressure squared, and not pressure, is proportional to energy.

Vehicle means any device, in, upon or by which any person or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

(Ord. No. 03-3, § 1, 1-7-03)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 58-442. Declaration of necessity.

It is found and declared that:

- (1) The making and creation of excessive, unnecessary or unusually loud noises within the county limits is a condition which has existed for some time and the amount and intensity of such noises is increasing.
- (2) The making, creation or maintenance of such excessive, unnecessary, unnatural or unusually loud noises which are prolonged, unusual and unnatural in their time, place and effect of use affect are a detriment to the public health, comfort, convenience, safety, welfare and prosperity of the residents of the county.
- (3) The necessity in the public interest for the provisions and prohibitions contained and enacted in this article is declared as a matter of legislative determination and public policy, and it is further declared that the provisions and prohibitions contained and enacted in this article are in pursuance of and for the purpose of securing and promoting the public health, comfort, safety, welfare and repose of the county and its inhabitants.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-443. Penalty for violation of article.

Violations of this article are punishable as provided in section 1-8.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-444. General prohibitions.

- (a) No person shall make, continue, permit, or cause to be made or continued:
- (1) Any unreasonably loud and raucous noise; or
 - (2) Any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity; or
 - (3) Any noise which exceeds the maximum allowable limits set forth in this article.
- (b) Factors which shall be considered in determining whether a violation of subsection (a) above exists shall include, but not be limited to, the following:
- (1) The volume of the noise;
 - (2) The intensity of the noise;
 - (3) The volume and intensity of the background noise, if any;
 - (4) The nature and zoning of the area from which the sound emanates and the area where it is received or perceived;
 - (5) The duration of the noise;
 - (6) The time of the day or night the noise occurs; and
 - (7) Whether the noise is recurrent, intermittent, or constant.
 - (8) Whether a noise complaint, as set forth in section 58-446, has been received by the county.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-445. Specific acts considered to be unreasonably loud and raucous noise.

Any of the following acts and causes thereof are presumed to be in violation of this chapter and to constitute unreasonably loud and raucous noise. This enumeration does not constitute an exclusive list:

- (1) *Radios, televisions, boomboxes, stereos, musical instruments, drums or similar devices.* Operating, playing or permitting the operation or playing of any radio, television, boombox, stereo, musical instrument, drum or similar device which produces or reproduces sound in such a manner as to be unreasonably loud and raucous, or in such a manner as to unreasonably disturb, injure, or endanger the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity.
- (2) *Radios, televisions, boomboxes, stereos, musical instruments, drums or similar devices in/on any vehicle or by pedestrian.* Operating, playing or permitting the operation or playing of any radio, television, boombox, stereo, musical instrument, drum or similar device, which is located in or on any vehicle or by any pedestrian on publicly owned land or a public parking lot, which produces or reproduces sound in such a manner as to be unreasonably loud and raucous, or in such a manner as to unreasonably disturb, injure, or endanger the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity.

(Supp. No. 118)

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- (3) *Loading and unloading.* Loading and unloading, opening, closing or other handling of boxes, crates, containers, equipment, building materials, garbage cans or similar objects between the hours of 11:00 p.m. and 7:00 a.m. on any day within a residential zone, provided that the noise is unreasonably loud and raucous, and can be heard across the property line of the property from which it emanates.
- (4) *Fireworks.* Using, exploding, or permitting the use or explosion of fireworks, in such a manner as to be unreasonably loud and raucous, or in such a manner as to unreasonably disturb, injure, or endanger the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity. For purposes of this section, the term "firework" shall have the same meaning as specified in F.S. § 791.01, as may be amended from time to time. However, the use or explosion of fireworks shall not be presumed unreasonably loud and raucous when said use or explosion is sponsored by a local government as part of a holiday, municipal or other commemorative event, or otherwise complies with Pinellas County Code, section 62-85, as that section may be amended, or if the use or explosion of fireworks occurs on July 4 or December 31, or within 24 hours of either such date.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-446. Noise complaints.

- (a) Noise complaints may be submitted in writing to the county by any citizen and shall include the name, address, and telephone number of the complainant, as well as the address, to the extent known, of the person responsible for the loud and raucous noise, and a description of the noise. The written complaint shall be in the form of an affidavit, made under oath before an individual authorized by law to take acknowledgements.
- (b) Upon receiving two or more complaints as described in subsection (a) involving loud and raucous noise, from complainants residing at separate addresses, the county will issue a notice of violation to the person responsible for the loud and raucous noise, advising that person of the alleged noise and that immediate steps must be taken to abate the noise. The notice of violation will describe the noise complaint, and will provide a seven-day period within which to correct the problem. If a second complaint is received in the same form as that described in subsection (a), after the seven-day notice period, then a citation may be issued.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-447. Exceptions.

Notwithstanding the noise prohibitions set out in this article, the following shall be permitted:

- (1) The operation of warning or emergency signal devices such as sirens, horns, and bells when utilized for their intended purpose.
- (2) Noises resulting from equipment or operations incidental to the emergency repair of facilities or restoration of services such as public utilities or other emergency activities in the public interest.
- (3) Ordinary noise created by the operation of railways, shipping lanes and aircraft.
- (4) Noises consistent with cultural, historical or traditional observances, holidays and ceremonies, provided that a permit for such event has been obtained from the county administrator, city manager or town manager in accordance with section 58-451.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-448. Waivers.

- (a) Applications for waivers for relief from the maximum allowable noise level limits designated in this article shall be made in writing. Such applications for waivers shall be made to the county administrator or his duly authorized representative when the activity creating such noise is located within the unincorporated area of the county or with the city manager or town manager when the activity is located within the boundaries of their respective municipality. Any waiver granted by the county administrator, a city manager or town manager under this section must be in writing and shall contain all conditions upon which such permit shall be effective. The county administrator, city manager or town manager or their duly authorized representatives may grant the waiver as applied for under the following conditions:
- (1) The county administrator, city manager or town manager may prescribe any reasonable conditions or requirements they deem necessary to minimize adverse effects upon the community or the surrounding neighborhood, including but not limited to the use of mufflers, screens or other sound attenuating devices.
 - (2) Waivers from maximum allowable noise level limits may only be granted for noises created within an industrial or commercial zone by operations which were in existence on the effective date of Ordinance [No. 03-3] from which this article derives.
 - (3) Waivers may be issued for no longer than 180 days, renewable by further application to the county administrator, city manager or town manager.
- (b) Any party feeling aggrieved by the denial of its application for waiver under this section by the county administrator may appeal such denial to the board of county commissioners, such appeal to be filed within 30 days from the date of denial.
- (c) Any party feeling aggrieved by the denial of its application for waiver by a city manager or a town manager may appeal such denial to the governing body of that municipality, such appeal to be filed within 30 days from the date of denial.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-449. Construction noise.

- (a) No person shall operate or permit to be operated any power-driven construction equipment without a muffler or other noise reduction device at least as effective as that recommended by the manufacturer or provided as original equipment.
- (b) No construction activities shall be permitted between the hours of 11:00 p.m. and 7:00 a.m., Monday through Saturday, and all day Sunday, that produce noise exceeding 55 dBA, measured at the nearest property line of an adjacent residential area. Construction equipment that must be operated near a residentially zoned area on a 24-hour per day basis (i.e., pumps, well tips, generators, etc.) shall be shielded by an acoustical enclosure during the hours of 11:00 p.m. to 7:00 a.m. unless the unshielded noise level is less than 55 dBA, measured at the closest adjacent residentially zoned property line.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-450. Maximum allowable industrial or commercial noises.

- (a) In addition to the prohibitions set forth in section 58-444, no noise shall be created or permitted to be created in an industrial or commercial zone which exceeds those levels given in table 2, below, as measured on the adjacent property line.

(Supp. No. 118)

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Table 2. Maximum Noise Levels Permitted in Industrial and Commercial Zones

Zone from which noise emanates	Adjoining commercial zone (no time limit)	Adjoining residential zone 7:00 a.m.—11:00 p.m., Monday through Saturday
Industrial	72 dBA	66 dBA
Commercial	66 dBA	60 dBA

The maximum permitted noise level emanating from a commercially or industrially zoned district, measured at the nearest adjacent residentially zoned property line for the hours between 11:00 p.m. and 7:00 a.m., Monday through Saturday and during all hours of Sunday, shall be 55 dBA.

- (b) In cases of impulsive noises, the noise levels listed in subsection (a) of this section shall be increased by ten dBA (as measured on a sound level meter) during the hours of 7:00 a.m. to 11:00 p.m., Monday through Saturday, but shall not exceed the levels of table 2 during the period from 11:00 p.m. to 7:00 a.m., Monday through Saturday and all day Sunday.
- (c) Exceptions to maximum noise levels.
 - (1) An exception to the noise levels listed in table 2 may be permitted by the granting of a waiver, under circumstances in which the activity creating the noise is of such importance to the public welfare, health or safety that the activity cannot be shut down, even though its noise levels exceed those given in table 2. Responsibility for the granting of such waivers shall lie with the county administrator or his duly authorized representative when the activity creating such noise is located within the unincorporated area of the county or with the city manager or town manager when the activity is located within the boundaries of their respective municipality.
 - (2) A further exception to the noise levels listed in table 2 shall be permitted in instances where an industry or commercial business had in prior years established its place of business in an area away from a residential zone, and subsequently, through the encroachment of residential development or rezoning, now finds itself adjoining a residential zone. In instances of this latter nature, the noise ordinance pertaining to industrial-commercial boundaries shall govern, and the business shall not be required to meet those noise levels pertaining to residential boundaries.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-451. Maximum allowable noises created within residential zones.

- (a) Except for those noises otherwise specifically provided for within this article, and in addition to the prohibitions set forth in section 58-444 it shall be unlawful to create or to permit to be created any noise within a residential zone that exceeds 72 dBA during the hours between 7:00 a.m. to 11:00 p.m., or 55 dBA during the hours between 11:00 p.m. and 7:00 a.m., daily, measured at the nearest adjacent property line.
- (b) It shall be unlawful to operate or permit to be operated any air conditioning, heating or ventilating unit at any time that produces a noise exceeding 60 dBA, measured at the nearest adjacent property line.
- (c) In the case of multifamily dwelling units, it shall be unlawful to create or permit to be created any noise that exceeds 55 dBA during the hours between 7:00 a.m. to 11:00 p.m., or 40 dBA during the hours between 11:00 p.m. and 7:00 a.m., daily, measured from a neighbor's dwelling.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-452. Noises emanating from boats or barges on water areas adjoining residential zones.

- (a) No person shall operate, or give permission for the operation of, any boat or barge on the waters of the county, including the Florida Intracoastal Waterway, in such a manner as to exceed a maximum sound level of 90 dBA at a distance of 50 feet from the boat or barge.
- (b) Any person who refuses to submit to a sound level test when requested to do so by a law enforcement officer is guilty of a misdemeanor of the second degree, punishable as provided in [F.S.] § 775.082 or § 775.083.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-453. Noises within outdoor public recreation areas and parks.

It shall be unlawful to operate or permit to be operated any mechanical or electrical device within an outdoor public recreation area or park that produces a noise exceeding 72 dBA during the hours between 7:00 a.m. to 11:00 p.m., or 55 dBA during the hours between 11:00 p.m. to 7:00 a.m., daily, measured at the nearest adjacent residentially zoned property line, except for planned community events, including but not limited to concerts, speeches, sporting events, fireworks displays, etc. When a planned community event will create noise in excess of the limits specified in this section, a permit must be obtained prior to the event.

(Ord. No. 03-3, § 1, 1-7-03)

Sec. 58-454. Octave band sound level limits.

In addition to the standards listed in this article, for any source or sound which can be detected on any parcel of property adjacent to the source or sound, the maximum allowable sound level limit for the individual octave bands whose centers are 31.5, 63, 125, 250, and 500 Hertz shall not exceed 65 dB.

(Ord. No. 03-3, § 1, 1-7-03)

Secs. 58-455—58-470. Reserved.

PART II - CODE OF ORDINANCES
Chapter 42 - OFFENSES AND MISCELLANEOUS PROVISIONS
ARTICLE II. SPECIAL EVENTS

ARTICLE II. SPECIAL EVENTS

Sec. 42-16. Definition.

Special event shall mean any organized meeting, activity, gathering or group of 50 or more persons, which involves city financial or in-kind contributions or requires city approvals and which is intended to or does draw public attention and has the potential to inhibit the normal flow or regulation of pedestrian or vehicular traffic upon any public facility, street, sidewalk, swale, alley, or park.

The term shall include, but not be limited to weddings, festivals, carnivals, circuses, tournaments, concerts, parades, athletic events, fairs, rallies and similar gatherings regardless of whether a charge or donation is required for admission. This definition shall specifically exclude any event conducted or sponsored solely by the city or for the primary purpose of First Amendment speech or assembly.

(Ord. No. 1103, § 2, 2-13-07; Ord. No. 2016-18, § 1, 2-14-17; Ord. No. 2022-31, § 1, 10-19-22)

Sec. 42-17. Permit required.

No person or organization shall engage in, participate in, aid, form or start any special event, unless a special event permit shall have been obtained from the city.

(Ord. No. 1103, § 2, 2-13-07)

Sec. 42-18. Permit application.

- (a) A person or organization seeking issuance of a special event permit shall file an application with the city manager's office or designated department on forms provided by the city.
- (b) An application for a special event permit shall be filed with the city manager's office not less than 60 days nor more than 365 days before the first date on which the special event is scheduled to be conducted.
- (c) Upon receipt of a completed application, the city manager's office shall secure all applicable departmental reviews.
- (d) In the event the application is incomplete in a material respect or a prior permit has already been approved for the same area or an adjacent public area has already been scheduled for use at the same time and simultaneous uses cannot be accommodated, the application will be rejected and returned to the applicant for reconsideration.

(Ord. No. 1103, § 2, 2-13-07; Ord. No. 2014-02, § 1, 3-4-14)

Sec. 42-19. Standards of approval.

Issuance of a special event permit shall be contingent upon city manager's determination:

- (1) Surrounding and nearby properties are suitably protected from adverse conditions that may reasonably be expected to result from the special event.
- (2) The proposed special event is not likely to create hazardous vehicular or pedestrian traffic conditions.

- (3) Adequate off-street parking is available.
- (4) Adequate utilities, drainage, sanitation management, emergency services and access, traffic control, security and other necessary facilities and services are available and all necessary sanitary facilities have been approved by the appropriate authorities.
- (5) All applicable laws and regulations of the city and of any other regulatory body or agency will be met prior to the special event.
- (6) Whether waivers of City Code provisions are appropriate for the event, including, but not limited to:
 - a. Section 6-3, open containers and consumption prohibited;
 - b. Subsection 34-87(5), radios, amplifiers, phonographs, etc;
 - c. Section 46-1, public solicitation; prohibited areas; times allowed;
 - d. Section 58-3, outdoor sales and displays;
 - e. Chapter 58, streets, sidewalks and other public places;
 - f. Section 62-41, special permits for nonprofit enterprise; section 62-43, operating from temporary quarters prohibited; and subsection 62-60(49), exhibits and attractions;
 - g. Section 66-72, limitation on parking in city parking lots and beach access easements;
 1. In the case that a promoter requests free parking for an event, said promoter must pay 75 percent of the lost revenue of the respective lot to the city. This figure is calculated by the revenue the lot in use generates on average.
 - h. Section 102-155, government and public purpose signs.

(Ord. No. 1103, § 2, 2-13-07; Ord. No. 2014-02, § 2, 3-4-14)

Sec. 42-20. Permit conditions.

Special event permits issued under this article shall be subject to the following conditions:

- (1) Special events may only be approved for daylight hours, except in areas possessing appropriate artificial light.
- (2) The sheriff's office may stop a special event where a breach of the peace is occurring or an activity in the nature of a riot has occurred.
- (3) All public areas are to be left clean and restored to pre-event condition following any special event.
- (4) The city manager or his authorized designee shall have authority to restrict, limit or prohibit the use or construction of platforms, chairs or other equipment, if the city manager finds that their use would result in damage to city property or constitute a hazard to safety or would block or infringe upon some other lawful use of the public property.
- (5) The grant of the permit shall not entitle the applicant to violate any other general park rules or regulations applicable to the use of public property.
- (6) The conduct of the event will not substantially interrupt the orderly movement of other traffic contiguous to the event's route.
- (7) The conduct of the event will not require the diversion of so great a number of sheriff's deputies to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the city.

- (8) The conduct of the event will not require the diversion of so great a number of ambulances and fire rescue units as to prevent normal ambulance and rescue service to portions of the city other than that to be occupied by the proposed event and areas contiguous thereto.
- (9) The concentration of persons, animals and vehicles at assembly points of the event will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to the assembly areas.
- (10) The conduct of the event will not interfere with the movement of firefighting equipment en route to a fire.
- (11) The conduct of the event is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance.
- (12) Reimbursement to the city for expenses and fees charged for a prior special event held by the applicant or the applicant's predecessor, or any person responsible for conducting the special event pursuant to this article.
- (13) Proof of insurance, maintained at the applicant's expense, naming the city as an additional insured party for all public areas to be used in conjunction with or adjacent to the special event so that the city and its officers and employees will be protected from any claims for damages to property and for personal injury, including death, which may arise from or occur in connection with the special event.

(Ord. No. 1103, § 2, 2-13-07)

Sec. 42-21. Approval and duration of permit.

- (a) Upon finding that the standards for approval are met, the city manager may issue a special event permit specifying such conditions as will protect the health, safety and welfare of the public and will protect adjoining properties. Each permit shall specifically define all provisions of this Code modified or waived as part of the approvals for the special event.
- (b) Each special event permit shall be issued for a specific period of time not to exceed three days unless specifically waived by the city manager at the time of permit approval.
- (c) In the case of "repetitive" permits, the period during which the permit repeats is not to exceed three years.

(Ord. No. 1103, § 2, 2-13-07; Ord. No. 2014-02, § 3, 3-4-14)

Sec. 42-22. Permit fees and deposit.

Applicants shall pay an application fee and a deposit as established in the fees and collection procedure manual when making application for special event. The city reserves the right to require and charge for services (pre- and post-event) including police, fire, sanitation, utility usage and grounds maintenance, deemed necessary for the safe coordination and clean-up of any event.

(Ord. No. 1103, § 2, 2-13-07)

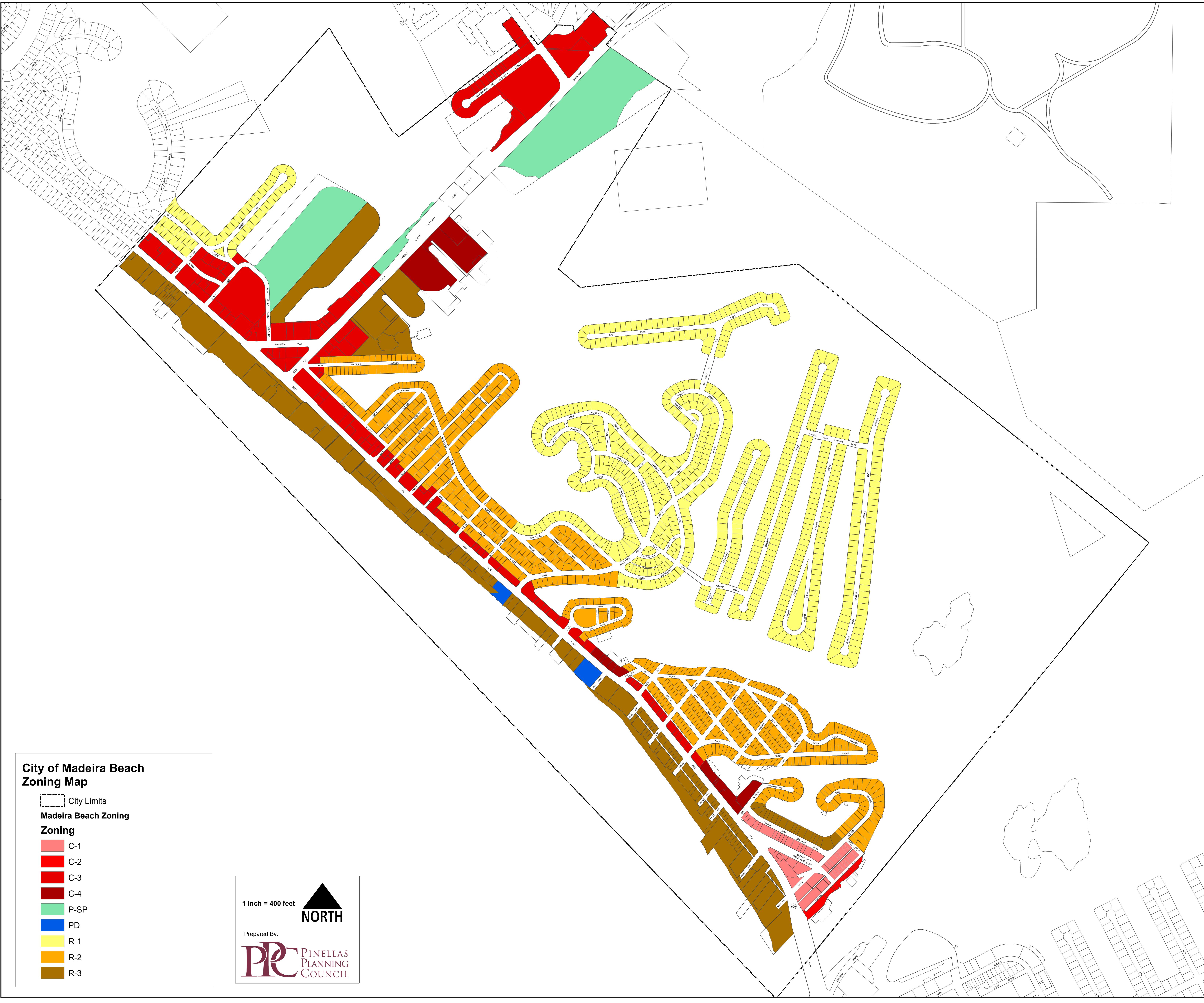
Sec. 42-23. Permit cancellation or revocation.

The city manager may cancel any special event if use of the property in any way conflicts with federal state, or local laws; if the event or activities thereof discredit the city; or if the event applicant is in default. The city manager or his designee shall have the authority to revoke a special event permit issued pursuant to this article upon violation of the standards for issuance or conditions for issuance prescribed in this article. During the event,

the sheriff's office shall have the authority to order a ceasing of the event, should the continuance of such event contribute to public disorder or endanger life or property or should he find that the application was fraudulent in any manner. City officials may revoke any/all special event permits when conditions become a public nuisance due to, but not limited to noise, smoke, fumes or additional fire hazards, including a "burn ban" issued by the state or Pinellas County.

(Ord. No. 1103, § 2, 2-13-07)

Secs. 42-24—42-29. Reserved.



**City of Madeira Beach
Zoning Map**

City Limits

Madeira Beach Zoning

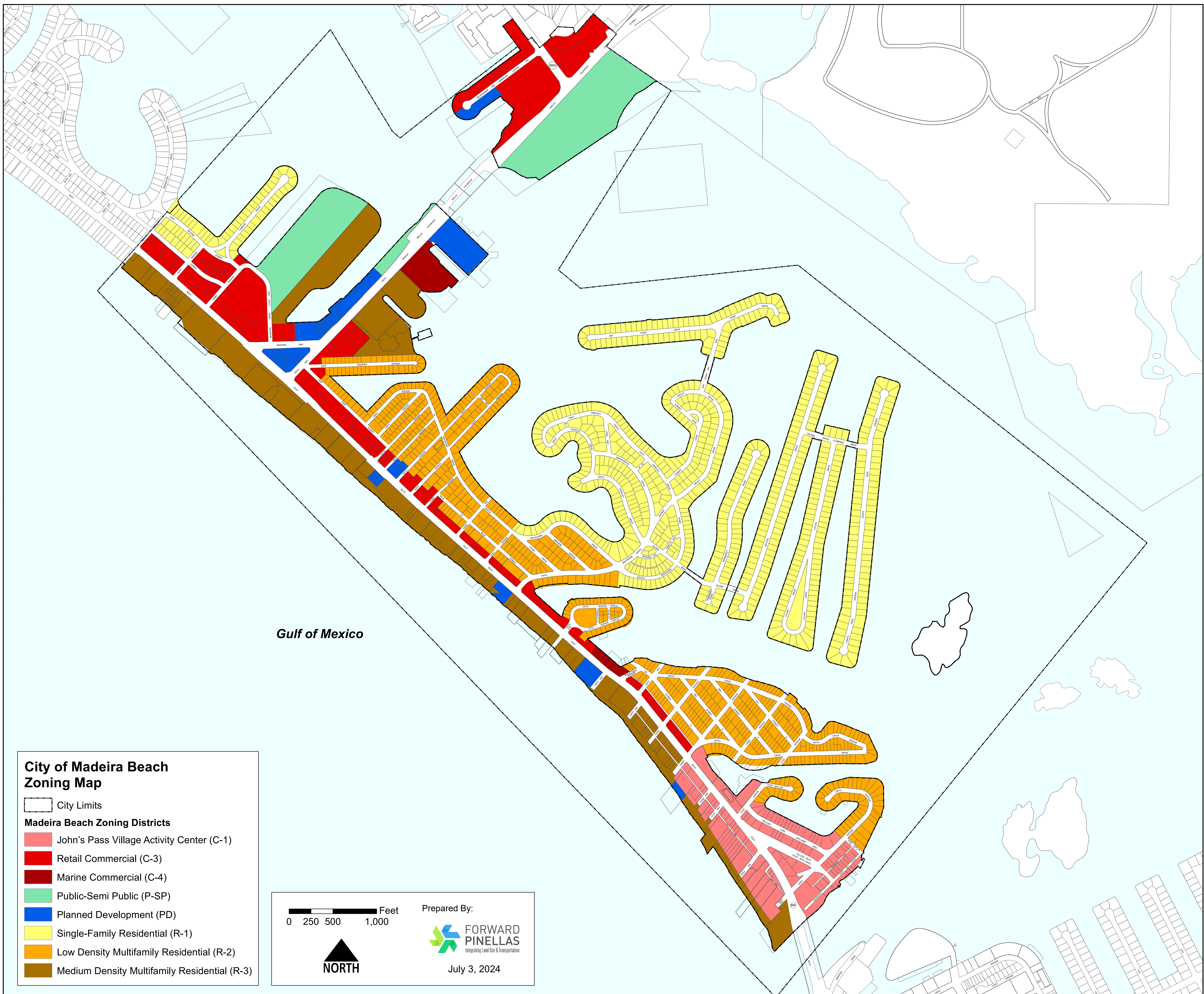
- Zoning**
- C-1
 - C-2
 - C-3
 - C-4
 - P-SP
 - PD
 - R-1
 - R-2
 - R-3

1 inch = 400 feet





Prepared By:

**PINELLAS
PLANNING
COUNCIL**



**City of Madeira Beach
Zoning Map**

-  City Limits
- Madiera Beach Zoning Districts**
-  John's Pass Village Activity Center (C-1)
-  Retail Commercial (C-3)
-  Marine Commercial (C-4)
-  Public-Semi Public (P-SP)
-  Planned Development (PD)
-  Single-Family Residential (R-1)
-  Low Density Multifamily Residential (R-2)
-  Medium Density Multifamily Residential (R-3)

0 250 500 1,000 Feet



Prepared By:



July 3, 2024

Short term rental

[Sec. 110-176 R-1](#), six month minimum

[Sec. 110-201 R-2](#), three month minimum

[Chapter 34, Article VII, Division 3](#)- Short term vacation rentals

[Fl Statutes 509.032\(7\)\(b\)](#): A local law, ordinance, or regulation may not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011.

High/ Tall Grass

[Sec. 14-68](#) Maintenance of vegetation, trees, plantings and landscaping.

...Sod shall be maintained at a maximum overall height of six inches or less; other ground cover material shall be maintained at an overall height not to exceed 12 inches...

Docks

[Sec. 78-36](#) Docking limitations

[Sec. 14-164](#) Structures upon docks, seawall, cap, jetties and groins

[Chapter 14, Article V, Division 3](#)- Docks

Sec. 110-176. - Definition; purpose and intent.

The R-1, single-family residential district provides for single-family residential development located where lower density single-family uses are desirable. The R-1, single-family residential district correlates with the residential urban (RU) category of the Countywide Plan. The lots and dwellings are larger sized to provide for the desired density of use. Essential services and public facilities compatible with this residential district are also provided.

Any use which is not specifically identified as a permitted use, accessory use or special exception use is a prohibited use. Prohibited uses shall include, but are not limited to, short term rentals of a housing unit. As used in this division, the term "short term rental" shall mean any rental of a dwelling unit, or portion thereof, for less than a six-month period.

(Code 1983, § 20-404; Ord. No. 1069, § 1, 2-28-06; Ord. No. 1138, § 2, 12-9-08)

Cross reference— Definitions generally, § 1-2.

Sec. 110-201. - Definition; purpose and intent.

The R-2, low density multifamily residential district provides for low density multifamily residential correlates with the residential medium (RM) category of the countywide plan and, which does allow for a variety of dwelling types.

Any use which is not specifically identified as a permitted use, accessory use or special exception use is a prohibited use. Prohibited uses shall include, but are not limited to, short term rentals of a housing unit. As used in this division, the term "short term rental" shall mean any rental of a dwelling unit, or portion thereof, for less than a three-month period.

(Code 1983, § 20-404; Ord. No. 1069, § 2, 2-28-06; Ord. No. 1138, § 3, 12-9-08; Ord. No. 2018-07, § 1, 7-11-18)

Cross reference— Definitions generally, § 1-2.

DIVISION 3. - SHORT TERM VACATION RENTALS

Sec. 34-501. - Intent.

The city finds that certain transitory uses of residential property tends to affect the residential character of the community and are injurious to the health of the community. Therefore, it is necessary and in the interest of public health, safety and welfare to monitor and provide reasonable means for citizens of the city to mitigate impacts created by such transitory uses of residential property within the city. It is unlawful for any owner of any property within the geographic bounds of the city to rent or operate a vacation rental of residential property contrary to the procedures and regulations established in this division or applicable state statute, except as provided in section 34-504.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-502. - Definitions.

For the purpose of this division, the following terms, phrases, words, abbreviations and their derivations shall have the same meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely a directory. Words not be defined shall be given their meaning as provided in section 1-2, of the Code of Ordinances.

Garbage as defined in section 54-1 of the Code of Ordinances.

Residential property as defined in section 82-2 of the land development regulations.

Responsible party shall mean the owner or person designated by the owner of the property to be called upon to answer for maintenance of the property and the conduct and acts of occupants of residential properties.

Transient occupants mean any person or guest or invitee of such person, who occupies or is in actual or apparent control or possession of residential property registered as a vacation rental. It shall be a rebuttable presumption that any person who holds themselves out as being an occupant or guest of an occupant of the vacation rental is a transient occupant.

Vacation rental shall mean any individually or collectively owned single-family, two-family or three-family house or dwelling unit that is rented to transient occupants for periods of time less than six months in an R-1 zoned district or less than three months in an R-2 zoned district or which is advertised or held out to the public as a place regularly rented to transient occupants.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-503. - Registration required.

- (a) It is unlawful for any person to allow another person to occupy any residential property as a vacation rental within the city or offer such rental services within the city, unless the person has registered the vacation rental property with the city and the vacation rental property has been issued a certificate of compliance in accordance with the provisions of this division.
- (b) A person may not allow another person to occupy any residential property as a vacation rental without the issuance of a certificate of compliance if;
 - (1) The residential property has an effective and valid license as a vacation rental classification of public lodging establishment issued by the state department of business and professional regulations prior to February 28, 2006; and
 - (2) The residential property is not in violation of any section of the Code of Ordinances; and
 - (3) An application for registration of the residential property as a vacation rental has been filed pursuant to section 34-504 and all applicable fees have been paid; and
 - (4) That said occupancy was scheduled prior to November 10, 2015 as evidenced by a written and valid executed rental agreement or contract provided to city code enforcement no later than December 10, 2015.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-504. - Application for registration.

Application for registration of a vacation rental shall be made to the city clerk or his or her designee and shall be set forth at a minimum:

- (1) The legal description of the property offered for rent (i.e., address, lot, block and subdivision name).
- (2) Name, address and phone number of owner of said property;
- (3) Name, address and emergency contact phone number of responsible party for said property, which shall be a 24-hour, seven days a week contact number.
- (4) That the phone number for responsible party will be answered 24 hours a day, seven days a week by the responsible party;
- (5) Acknowledgement by owner of the following:
 - a. That all vehicles associated with the vacation rental must be parked in compliance with the Code of Ordinances.

- b. That it shall be unlawful to allow or make any noise or sound that exceeds the limit set forth in chapter 34, article III, noise;
 - c. That the owner shall comply with all applicable city, county, state and federal laws, rules, regulations, ordinances and statutes.
 - d. That no solid waste container shall be located at the curb for pickup before 6:00 p.m. the day prior to pick up, and solid waste container shall be removed before midnight of the day of pickup.
 - e. That, whoever, without being authorized, licensed, or invited, willfully enters or remains in any structure or conveyance or a property, or, having been authorized, licensed, or invited, is warned by the owner or lessee, to depart the property and refuses to do so, commits the offense of trespass in a structure or conveyance;
 - f. That other properties are not jointly shared commodities and should not be considered available for use by transient occupants of the property subject of the application; and
- (6) Proof of owner's current ownership of the property;
 - (7) Proof of registration with the state department of revenue for sales tax collection and county tourist development tax; and proof taxes have been paid prior to February 28, 2006 and all subsequent taxes have been paid.
 - (8) Proof of licensure with the state department of business and professional regulation for a transient public lodging establishment was obtained prior to February 28, 2006 and maintained continuously since acquiring it.
 - (9) Business tax receipt from the city was obtained prior to February 28, 2006 and maintained continuously since acquiring it.
 - (10) Proof of general liability insurance.
 - (11) Proof of passing building and fire inspections.
 - (12) The owner's sworn acknowledgement that he or she has received a copy of this section, has reviewed it and understands its requirements; and
- Submission of an incomplete registration application form shall result in rejection of the application.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-505. - Fees for registration.

The city charges reasonable fees for registration to compensate for administrative expenses. The fees for registration shall be provided for, from time to time, by resolution adopted by the city commission.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-506. - Responsible party required.

Whenever any property is required to be registered under this division, the owner shall appoint a natural person who resides within 25 miles of the vacation rental property to serve as the responsible party for service of notices, are specified herein and notices given to the responsible party shall be sufficient to satisfy any requirement of notice to the owner. An initial responsible party shall be designated and name submitted with the application for registration and the city clerk or his or her designee shall thereafter be notified of any change of responsible party within 15 days of such change. Further, it is the affirmative duty of the responsible party to:

- (1) Inform all guests, in writing, prior to occupancy of the property of the applicable city ordinances concerning noise, vehicle parking, garbage and common area usage with a copy of the applicable city ordinances printed in the English language and posted prominently near the main entrance of the establishment;
- (2) Maintain all properties under their control in compliance with the occupancy limits, as specified in the Florida Building Code and the Code of Ordinances as determined by the building official or his designee;
- (3) See that the provisions of this division are complied with and promptly address any violations of this division or any violations of law which may come to the attention of the responsible party;
- (4) Be available with authority to address and coordinate solutions to problems with the rental of the property 24 hours a day, seven days a week;
- (5) Be situated close enough to the property as to be able to, and shall, respond to emergency calls within two hours of notification;
- (6) Keep available a register of all guests, which shall be open to inspection by authorized personnel of the city at all times; and
- (7) Maintain the entire property free of garbage and litter, provided however, that this subsection shall not prohibit the storage of garbage and litter in authorized receptacles for collection.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-507. - False information.

It shall be unlawful for any person to give any false or misleading information in connection with the application for registration required by this division.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-508. - Minimum requirements for issuance of a certificate of compliance.

The city clerk or his/her designee may issue a certificate of compliance to the applicant upon proof of the following:

- (1) The owner or responsible party completes the city registration application form;
- (2) The registration fee has been paid to the city;
- (3) Business tax receipt from the city was obtained prior to February 28, 2006 and maintained continuously since acquiring it;
- (4) Proof of registration with the state department of revenue for sales tax collection and county tourist development tax; and proof taxes have been paid prior to February 28, 2006 and all subsequent taxes have been paid;
- (5) Proof of licensure with the state department of business and professional regulation for a transient public lodging establishment was obtained prior to February 28, 2006 and maintained continuously since acquiring it;
- (6) An affidavit demonstrating maintaining initial and on-going compliance with vacation rental standards contained herein, plus any other applicable local, state and federal laws, regulations and standards to include, but not limited to chapter 509, Florida Statutes and Rules, chapter 61C and 69A, Florida Administrative code;
- (7) A copy of the form vacation rental/lease agreement to be used when contracting with transient occupants and guests.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-509. - Initial and routine compliance inspections.

- (a) An inspection of the dwelling unit for compliance with this section is required prior to issuance of an initial vacation rental certificate of compliance. If violations are found, all violations must be corrected and the dwelling unit must be re-inspected prior to issuance of the initial vacation rental certificate of compliance as provided herein.
- (b) Once issued, a vacation rental unit must be properly maintained in accordance with the vacation rental standards herein and will be re-inspected annually. For an inspection, all violations must be corrected and re-inspected within 30 calendar days. Failure to correct such inspection deficiencies in the timeframes provided shall result in the suspension of the vacation rental certificate of compliance until such time as the violations are correct and re-inspected.

- (c) The inspections shall be made by appointment with the vacation rental responsible party. If the inspector has made an appointment with the responsible party to complete an inspection, and the responsible party fails to admit the officer at the scheduled time, the owner shall be charged a "no show" fee in an amount to be determined by resolution of the board of commissioners of the city.
- (d) If the inspector(s) is denied admittance by the vacation rental responsible party or if the inspector fails in at least three attempts to complete an initial or subsequent inspection of the rental unit, the inspector(s) shall provide notice of failure of inspection to the owner to the address as shown on the existing vacation rental certificate of compliance or the application for vacation rental.
- (1) For an initial inspection, the notice of failure of inspection results in the certificate of compliance not being issued; the vacation rental is not permitted to operate without a valid certificate of compliance.
 - (2) For a subsequent inspection, the notice of failure of inspection is considered a violation and is subject to enforcement remedies as provided herein.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-510. - Responsible party.

(a) *Duties of the responsible party.*

- (1) Be available at the listed phone number 24 hours a day, seven days a week to handle problems arising from the vacation rentals use; and
- (2) Be able and willing to come to the vacation rental dwelling unit within two hours following notification from the city/code enforcement of issues related to the vacation rental; and
- (3) Receive service of any notice of violation of this section; and
- (4) Monitor the vacation rental dwelling unit at least weekly to assure continued compliance with the requirements of this section.

(b) *Responsible party status.* Responsible party status may be suspended or revoked by the city manager if a vacation rental agent fails to perform any of the above listed duties, after the proper notice and hearing. The city shall maintain a written record of its contacts with responsible parties, including a notation of whether the agent responded within the two hours and how the issue was resolved.

(c) *Suspension.* The city manager may suspend a person's responsible party status for any or all vacation rental property in the city for minor violations for a period of time not to exceed three months, or until certain conditions have been complied with or violations cured.

(d) *Revocation.* The city manager may revoke a person's responsible party status for all vacation

rental property in the city for major or repeated violations. After revocation the owner shall not reapply for a responsible party status for any vacation rental property in the city until the basis for the revocation has been resolved and in no event prior to six months following the date of revocation.

- (e) An owner may change his or her designation of a responsible party temporarily or permanently; however, there shall be only one responsible party for each vacation rental property at any given time. To change the responsible party, the owner shall notify the city in writing of the name, contact information and certification as required under "responsible party" for the new responsible party and pay the applicable fee, if any, determined by the resolution of the city. Any notice of violation or legal process which has been delivered or served upon the previous responsible party, prior to the city's receipt of notice of change of responsible party, shall be deemed effective service.
- (f) It shall be the sole responsibility of the property owner to appoint a reliable responsible party and to inform the agent of his or her correct mailing address. Failure to do so shall not be a defense to a violation of this section. No property owner shall designate as a responsible party any person who does not expressly comply with the provisions of this section. The property owner or responsible party shall be deemed to be the "violator" of this section as the term is used in F.S. § 162.06.
- (g) A person may serve as a responsible party for one or more vacation rental property owners if:
 - (1) The responsible party provides the city with a written authorization from each owner represented; and
 - (2) Each authorization must state that the owner has received a copy of and understands this section; and
 - (3) Each owner must sign the authorization and acknowledge the requirements of this section.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-511. - Vacation rental occupants.

- (a) The occupant(s) of each vacation rental dwelling unit shall receive a written copy of this section and the city's noise and trash regulations.
- (b) Occupant(s) may only park in the spaces designated on the vacation rental certificate sketch.
- (c) All occupants must evacuate from the vacation rental upon posting of any non-resident evacuation order.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-512. - Vacation rental dwelling unit.

- (a) There shall be posted on the back of the front door within the dwelling unit, all the following information:
- (1) The name, address, phone number and email address of the responsible party;
 - (2) The maximum occupancy of the unit;
 - (3) The maximum number of vehicles that can be parked at the unit, along with a sketch of the location of the parking spaces;
 - (4) The location of the nearest hospital and phone number along with the county sheriff's phone number;
 - (5) A legible copy of the vacation rental certificate;
 - (6) A legible copy of this section; and
 - (7) A legible copy of the agreement between the owner and the vacation rental occupant(s), for the duration of the rental period covered by that agreement.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-513. - Garbage containers.

Each vacation rental unit must contain the covered garbage container(s) provided by the owner. Placement of trash container(s) for pickup shall be in compliance with city regulations.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-514. - No limitation of remedies.

Nothing in this division shall limit the city from enforcement of its code, state or federal law by any other legal remedy available to the city. Nothing in this division shall be construed to limit or supplant the power of the inspector(s), code enforcement inspector or code enforcement special magistrate under the city's ordinances, rules and regulations and the authority granted under state law, to take the necessary action, consistent with the law, to protect the public from property which constitutes a public nuisance as defined under state law or the city ordinances, codes or regulations or to abate a nuisance by any other lawful means or proceedings.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-515. - Sale or transfer of dwelling unit used for vacation rentals.

Whenever a dwelling unit used for vacation rentals is sold or otherwise changes ownership and the new owner desires to use the unit for vacation rentals, the new owner must schedule and obtain an inspection of the dwelling unit prior to application for a vacation rental certificate. Vacation rental

certificates are not transferrable from one owner to another.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-516. - Expiration of registration.

All registrations issued under the provisions of this division shall be valid for no more than one year, and all registration shall expire on September 30 of each year. Dates for renewal and applicable late renewal fees shall be established by resolution of the board of commissioners.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-517. - Revocation.

- (a) *Cause for revocation.* Any certificate of compliance issued pursuant to this division may be denied, revoked, or suspended by the city manager upon the adjudication of a violation of this division, any city ordinance, or state law by the responsible party, property owner or transient occupant attributable to the property for which the certificate of compliance is issued. Such denial, revocation or suspension is in addition to any penalty provided herein.
- (b) *Offenses/violations.*
- (1) Non-compliance with any provisions of this division shall constitute a violation of this division.
 - (2) Separate violations. Each day a violation exists shall constitute a separate and distinct violation.
- (c) *Remedies/enforcement.*
- (1) Violations of this division shall be subject to penalties as part of a progressive enforcement program with the primary focus on compliance and compatibility with adjoining properties, versus penalties and legal action to accomplish a safe and effective vacation rental program it is key that vacation rental responsible parties are responsive and responsible for the management of the property for compliance with this section.
 - (2) Additional remedies. Nothing contained herein shall prevent the city from seeking all other available remedies which may include, but not be limited to, suspension or revocation of a vacation rental certificate of compliance, injunctive relief, liens and other civil and criminal penalties as provided by law, as well as referral to other enforcing agencies.
- (d) *Suspension of vacation rental certificate of compliance.* In addition to any fines and any other remedies described herein or provided for by law, a special magistrate may suspend a vacation rental certificate of compliance in accordance with the following:
- (1) Suspension time frames.

- a. Upon a second violation of this division, the vacation rental certificate shall be suspended for a period of 14 calendar days.
 - b. Upon a third violation of this division, the vacation rental certificate shall be suspended for a period of 30 calendar days.
 - c. For each additional violation of this division, the vacation rental certificate shall be suspended for an additional 30 calendar days to a maximum period of 12 months. For example, the fourth violation shall be for 60 calendar days; the fifth violation shall be for 90 calendar days, and so on.
- (2) Suspension restrictions. A vacation rental may not provide transient occupancy during any period of suspension of a vacation rental certificate.
- a. The suspension shall begin immediately following notice, commencing either:
 1. At the end of the current vacation rental lease period; or
 2. Within 30 calendar days, whichever date commences earlier, or as otherwise determined by the special magistrate.
 - b. Operation during any period of suspension shall be deemed a violation pursuant to this division and shall be subject to daily fine, up to \$250.00 for initial violation and \$500.00 for repeat violation, for each day that the vacation rental operates during a period of violation.
- (e) *Number of violations.* For purposes of this section only, violations shall be considered per the rental period or per every seven days, whichever is less and for only those violations in which a code enforcement citation or criminal charge was issued. Violations could potentially occur over multiple times over the same rental period.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-518. - Appeals.

A revocation of responsible party status by the city manager may be appealed to the city, as provided in this subsection.

- (1) *Applicability.* A person may file an appeal of a revocation or suspension of his or her responsible party status.
- (2) *Filing of appeal.* The appeal shall be filed within 30 days of receiving notice of the revocation or suspension by certified mail, in a form specified by the city and accompanied by an application fee in the amount to be determined by resolution of the board of commissioners. Failure to file an appeal within 30 days shall constitute a waiver of all rights to appeal the revocation or suspension.

- (3) *Notice and scheduling of appeal hearing.* The public hearing on the appeal shall be scheduled for the first available special magistrate hearing following completion of the city's review and evaluation of the applicant or such other time as is mutually agreed upon between the applicant and the city manager.
- (4) *Appeal hearing.* At the public hearing the special magistrate shall consider the appeal application, the relevant support materials, the city manager's recommendations and public testimony given at the hearing. If, at any time during the public hearing, the special magistrate determines that the appeal is based upon incomplete or inaccurate information or misstatements of fact, it may deny the appeal or refer the application back to the city manager for further review and revised recommendations. The special magistrate shall presume the original decision of the city manager was correct and shall only overturn such decision where there has been an effort of fact or law. At the close of the public hearing, the special magistrate may approve or deny the appeal.
- (5) *Judicial relief.* The applicant, or any aggrieved person who has opposed the appeal at the public hearing, may appeal the decision of the special magistrate by filing a petition for writ of certiorari in the circuit court in and for the county, in accordance with the procedures provided by the Florida Rules of Civil Procedure and the Florida Rules of Appellate Procedure.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-519. - Insurance for responsible party and property managers.

The responsible party, at his or her own cost and expense, shall have in force at all times, and as a condition of being appointed a responsible party, insurance from an insurance company licensed in the state and rated "class A" or better by A.M.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-520. - Certificate of confirmation.

Once confirmed as a "legal" short term rental, a certificate shall be obtained from the city. This certificate will be renewable yearly. Not transferrable or assignable, if property is sold.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-521. - Minimum life and safety requirements.

- (a) Residential swimming pool, spa and hot tub safety. A swimming pool, spa or hot tub shall comply with the current standards of the Residential Swimming Pool Safety Act, F.S. ch. 515. In

addition, swimming pools, spas and hot tubs used for vacation rental shall be screened by a six-foot, 100 percent opacity fence.

- (b) Sleeping rooms. Sleeping rooms shall meet the single- and two-family dwelling minimum requirements of the Florida Building Code. Two people per sleeping room. Does not include living room.
- (c) Smoke and carbon monoxide (CO) detection and notification system. If an interconnected and hard-wired smoke and carbon monoxide (CO) detection and notification system is not in place within the vacation rental unit, then an interconnected, hard-wired smoke alarm and carbon monoxide (CO) alarm system shall be required to be installed and maintained on a continuing basis consistent with the requirements of section R314, smoke alarms, and section R315, carbon monoxide alarms, of the Florida Building Code—Residential.
- (d) Fire extinguisher. A portable, multi-purpose dry chemical 2A:10B:C fire extinguisher shall be installed, inspected and maintained in accordance with NFPA on each floor/level of the unit. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the location.
- (e) Emergency egress maintenance and lighting.
- (f) Evacuation routes posted.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-522. - Parking standard.

There shall be one off-street parking space for each bedroom. Recreational vehicles and accessory trailers shall not be permitted in driveways or other designated parking areas. No recreational vehicles or any other motor vehicle may be used for sleeping. On street parking with the right-of-way shall not be permitted.

(Ord. No. 2015-13, § 1, 11-10-15)

Sec. 34-523. - Vacation rental standards.

- (a) Service for pick-up must be available through owner/agent. When tenants leave, the trash is not allowed on the curb until day of service unless containers meet code.
- (b) Quiet hours: 10:00 p.m. to 7:30 a.m. Sunday through Thursday. 11:00 p.m. to 7:30 a.m. Friday and Saturday, with the exception of swimming pool, spa and hot tub use which is limited to the hours of 10:00 a.m. to 10:00 p.m.
- (c) Vacation rental units may not be rented or occupied by a convicted sexual predator, offender or felon.

(Ord. No. 2015-13, § 1, 11-10-15)

Item 5B.

DIVISION 1. - GENERALLY

Sec. 14-60. - Declaration of policy.

It is hereby found and declared that there exist in the city structures used for residential, commercial, business or industrial use which are, or may become in the future, substandard with respect to structure, equipment or maintenance, or further, that such conditions, including but not limited to structural deterioration, lack of maintenance and appearance of exterior of premises, infestation, plumbing, lack of maintenance or upkeep of essential facilities and utilities, existence of fire hazards, inadequate provisions for light and air and unsanitary conditions constitute a menace to the health, safety, morals, welfare and reasonable comfort of the citizens and inhabitants of the city. It is further found and declared that by reason of lack of maintenance and progressive deterioration, certain properties have the further effect of creating blighting conditions and initiating slums and that if these conditions are not curtailed and removed, the aforesaid conditions will grow and spread and will necessitate in time the expenditure of large amounts of public funds to correct and eliminate such conditions, and that by reason of timely regulations and restrictions as contained in this article, the growth of slums and blight may be prevented and the neighborhood and property values thereby maintained, the desirability and amenities of neighborhoods enhanced and the public health, safety and welfare protected and fostered.

(Code 1983, § 6-202)

Sec. 14-61. - Purpose and intent.

The board of commissioners finds:

- (1) The public health, safety, and welfare is adversely affected when property, structures, and premises within the city are not maintained to certain minimum standards of maintenance, upkeep and appearance;
- (2) Inadequate maintenance of property, structures, and premises within the city causes or tends to cause the following undesirable and detrimental conditions within the city: breeding areas and habitat for noxious, harmful or undesirable insects, pests, and animals; hazards and dangers to persons on or near the premises or property; increased risk of fire; increased risk of storm and wind damage to persons and property on or near the premises or property; cover and concealment for criminal or unlawful activity; sources of disease or illness; obstructions, obstacles and increased difficulty for firefighting, police, and emergency medical services personnel on or near the premises or property; and diminished property values for surrounding properties;
- (3) The appearance of property and of the exterior of structures and premises within the city

impacts the health, safety, and welfare of the citizens of the city in that structures on premises which are dilapidated, neglected, unsightly or overgrown tend to decrease the property values of surrounding properties;

- (4) Well-maintained properties improve the appearance of the city, enhance the desirability of the city as a place to live and work, and increase the general happiness, well-being and contentment of the citizens of the city, all of which inhere to the health, safety, and welfare of the public.

therefore, it is the purpose and intent of this section to enact certain minimum standards for the maintenance and appearance of property and the exterior of premises and structures within the city in order to foster the public health, safety, and welfare by diminishing or eliminating conditions which may give rise to the harmful, undesirable and adverse affects of inadequately maintained property, premises and structures.

(Code 1983, § 6-203)

Sec. 14-62. - Definitions.

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

Accessory structure means a structure, the use of which is incidental to that of the main building and which is attached thereto or located on the same premises.

Building means a combination of materials to form a construction adapted to permanent or continuous occupancy for use for private, public, institutional, residence, business or storage purposes.

Building code means the Standard Building Code, as amended.

Deterioration means the condition or appearance of a building or parts thereof, characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or other evidence of physical decay or neglect, excessive use or lack of maintenance.

Enforcing authority means city manager or such other person as he may specifically designate.

Exposed to public view means any premises, or any part thereof, or any building, or any part thereof, which may be lawfully viewed by the public or any member thereof, from a sidewalk, street, alley way, water, licensed open-air parking lot or from any adjoining or neighboring premises.

Exterior of premises means those portions of a building which are exposed to public view and the open space of any premises outside of any building erected thereon.

Extermination means the control and elimination of insects, termites, rodents and vermin by

eliminating their harborage places; by removing or making inaccessible material that may serve as the source of food by poisoning, spraying, fumigating, tenting, trapping, or by any other approved means of pest elimination.

Fire hazard means anything or any act which increases or may cause an increase of the hazard or menace of fire to a greater degree than that customarily recognized as normal by persons in the public service of preventing, suppressing, or extinguishing fire; or which may obstruct, delay or hinder or may become the cause of an obstruction, a delay, a hazard or a hindrance to the prevention, suppression or extinguishment of fire.

Garbage means putrescible animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Ground cover includes all plant materials which reach a maximum height of not more than 12 inches and may be used in lieu of grass.

Health officer means the health officer of the county.

Hedges means a dense row of shrubs forming a boundary which shall be:

- (1) A minimum of 18 inches in height immediately upon planting, with spacing of no more than 30 inches on center and reach an average height of 22 inches within one year of planting.
- (2) Of nondeciduous (leaves not falling off at a certain season) species, planted and maintained so as to form a continuous screen within a maximum of one year of planting.

Infestation means the presence of insects, termites, rodents, vermin or other pests on the premises which constitute a health or structural hazard.

Mixed occupancy means any building containing one or more dwelling units or rooming units and also having a portion thereof devoted to nondwelling uses.

Nuisance means any one or combination of the following:

- (1) Any public nuisance known at common law or in equity jurisprudence or as provided by the statutes of the state, or ordinances of the city.
- (2) Physical conditions dangerous to human life or detrimental to the health or safety of children, whether in a building, or the premises of a building, or upon an unoccupied lot. This includes, but is not limited to: Abandoned wells, shafts, basements, excavation, abandoned buildings, abandoned ice boxes, refrigerators, motor vehicles and any structurally unsound fences or structures, lumber, trash, fences, debris or vegetation such as poison ivy, oak or sumac, which may prove a hazard for inquisitive minors.

- (3) Physical conditions dangerous to human life or detrimental to health of persons on or near the premises where the condition exists.
- (4) Unsanitary conditions or anything offensive to the senses or dangerous to health, in violation of this article.
- (5) Whatever renders air, food or drink unwholesome or detrimental to the health of human being.
- (6) Fire hazards.

Operator means any person who has charge, care or control of premises or a part thereof, whether with or without the knowledge or consent of the owner.

Owner means any person who, alone or jointly or severally with others, shall have legal or equitable title to any premises with or without accompanying actual possession thereof, or shall have charge, care or control of premises, as owner or agent of the owner, or as executor, executrix, administrator, administratrix, trustee, receiver, or guardian of the estate, or as a mortgagee in possession either by virtue of a court order or by voluntary surrender by the person holding the legal title. Any person who is a lessee, subletting, or reassigning any part or all of any premises shall be deemed to be a co-owner with the lessor and shall have joint responsibility over the portion of the premises sublet or assigned by such lessee.

Plumbing means all of the following supplies, facilities and equipment: Gas pipes, gas burning equipment, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bath tubs, shower baths, installed clothes washing machines, catch basins, vents and any other similar supplied fixtures, together with all connections to water, sewer or gas lines and water pipes and lines utilized in connection with air conditioning equipment.

Premises means a lot, plot or parcel of land including the buildings or structures thereon.

Refuse means all putrescible or nonputrescible solid wastes (except body wastes), including but not limited to garbage, rubbish, ashes, street cleaning, dead animals, abandoned vehicles, unlicensed vehicles and solid market and industrial wastes.

Room means space in an enclosed building or space set apart by a partition or partitions.

Rubbish means nonputrescible solid wastes consisting of both combustible and noncombustible waste, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials.

Sanitary sewer means any sanitary sewer owned, operated and maintained by the county or the city and available for public use for the disposal of sewage.

Sewage means waste from a flush toilet, bath tub, sink, lavatory, dishwashing or laundry machine, or

the water-carried waste from any other fixture or equipment or machine.

Shrub means a low, woody plant with several stems; bush.

Story means that portion of a building included between the surface of any floor and the surface of the next floor above it, or if there is no floor above it, then the space between such floor and the ceiling next above it. The ground floor of a building may be used for parking and not counted as a story.

Structure means a combination of any materials, whether fixed or portable, forming a construction, including buildings.

Washrooms means enclosed space containing one or more bath tubs, showers, or both, and which shall also include toilets, lavatories, or fixtures serving similar purposes.

Water closet compartment means enclosed space containing one or more toilets which may also contain one or more lavatories, urinals and other plumbing fixtures.

Weathering means deterioration, decay or damage caused by exposure to the elements.

Vacant lot means a lot without improvements.

(Code 1983, § 6-204; Ord. No. 2011-06, § 1, 12-13-11)

Cross reference— Definitions generally, § 1-2.

Sec. 14-63. - Applicability.

Every residential, commercial, business or industrial establishment and the premises on which it is situated including vacant lots in the city used or intended to be used for residential, commercial, business or industrial occupancy shall comply with the provisions of this article, whether or not such building shall have been constructed, altered or repaired before or after the enactment of the ordinance from which this article derives, and irrespective of any permits or licenses which shall have been issued for the use or occupancy of the building or premises for the construction or repair of the buildings, or for the installation or repair of equipment or facilities prior to the effective date of this ordinance from which this article derives. This article establishes minimum standards for the initial and continued occupancy and use of all such buildings and does not replace or modify standards otherwise established for the construction, repair, alteration or use of the building, equipment or facilities contained therein, except as provided in section 14-65. Where there is mixed occupancy, any commercial, residential, business or industrial use therein shall be nevertheless regulated by and subject to the provisions of this article.

(Code 1983, § 6-205)

Sec. 14-64. - Higher standard to prevail in case of conflict with other ordinances or laws.

In any case where the provisions of this article impose a higher standard than set forth in any other ordinance of the city, or under the laws of the state, then the standard as set forth in this article shall prevail, but if the provisions of this article impose a lower standard than any other ordinance of the city or of the laws of the state, then the high standard contained in any such ordinance or law shall prevail.

(Code 1983, § 6-206)

Sec. 14-65. - Issuance and renewal of other permits and licenses.

All licenses and permits shall be issued upon compliance with this article as well as compliance with the ordinance under which such licenses and permits are granted.

(Code 1983, § 6-207)

Sec. 14-66. - Enforcement of and compliance with other ordinances.

No license or permit or other certification of compliance with this article shall constitute a defense against any violation of any other ordinance of the city applicable to any structure or premises, nor shall any provision in this article relieve any owner or operator from complying with any such other provisions or the designated officer of the city from enforcing any such other provision.

(Code 1983, § 6-208)

Sec. 14-67. - Minimum standards for the maintenance and appearance of property, premises, and structures—Duties and responsibilities of owners/occupants.

It is the responsibility of each and every owner/occupant of property, premises, and structures within the city to maintain the same to the extent set forth in this article.

(Code 1983, § 6-209(A))

Sec. 14-68. - Same—Maintenance of vegetation, trees, plantings and landscaping.

The owners/occupants of private property are responsible for the maintenance of plants, trees, grass, ground cover, plantings, landscaping, organic materials, and vegetation of any type or nature (collectively referred to as vegetation and organic material) located on such property and abutting rights-of-way, excluding roads and streets. The board of commissioners may designate by resolution right-of-way areas to be maintained by the city due to special circumstances.

- (1) Private property and rights-of-way shall be maintained with a herbaceous layer of sod, a ground cover material or organic mulch. Sod shall be maintained at a maximum overall

height of six inches or less; other ground cover material shall be maintained at an overall height not to exceed 12 inches. Organic mulch shall be composed of chopped or shredded organic material and maintained in a manner which will retard or prevent the rapid or easy spread of fire.

- (2) No vegetation or organic material shall be kept or maintained in such a manner as to promote or allow the easy or rapid spread of fire. Examples of prohibited vegetation or organic material are accumulations of flammable branches or leaves and dead or flammable grasses or ground cover.
- (3) No termite infested wood shall be kept on private property.
- (4) No vegetation or organic material which evidences rodent, vermin, pest, or insect infestation, nesting or habitation shall be kept on private property.
- (5) Vegetation and organic material shall not impair or obstruct the vision or safe travel of pedestrians, bicyclists, and motorists on sidewalks, streets, and public rights-of-way or while exiting or entering private property.
- (6) Vegetation and organic material including, but not limited to, sod, vines, hedges, and shrubs, shall be maintained so as not to encroach upon sidewalks, streets, and public rights-of-way. Trees, bushes, shrubs and other vegetation which extends over sidewalks, streets, and public rights-of-way shall be maintained so as to allow the safe travel of pedestrians, bicyclists, and motorists.
- (7) Dead and dying trees, bushes, shrubs, or other natural growth, or the branches or limbs thereof, which constitute a hazard to persons on property by reason of rot, deterioration, storm damage, or any other cause, shall be pruned and trimmed to prevent such hazard or danger.
- (8) Vegetation and organic material shall not block or obstruct the windows, doors, or other means of entrance or exit of any structure on private property.
- (9) Vegetation and organic material shall not obstruct access to public utility poles and accesses, fire hydrants, manholes, and storm or sewer drains.
- (10) Hedges shall be maintained as provided in the Land Development Regulations.
- (11) Any private property utilizing xeriscape principles shall be planted with plants, trees, bushes, shrubs, grass, ground cover, and vegetation which are generally accepted and recognized by xeriscape experts as being drought tolerant or native vegetation, suitable for the climate and environment of the property, an ecologically acceptable within this state. Furthermore, private property utilizing xeriscape principles shall be maintained according to an active and ongoing maintenance program which shall include periodic and necessary pruning, mowing, weeding, fertilizing, pest control, irrigation and irrigation

adjustments, seeding and replanting.

(Code 1983, § 6-209(B); Ord. No. 1104, § 1, 2-13-07)

Sec. 14-69. - Same—Maintenance of the exterior of premises.

The exterior of premises and all structures thereon including but not limited to private property and vacant lots shall be kept free of all hazards to the health, safety and welfare of persons on or near the premises. It shall be the duty of the owner/occupant of such property to promptly abate or remove the same.

- (1) Garbage, trash, refuse, debris, accumulations of filth, broken glass, junk, scrap metal, scrap lumber, wastepaper products, discarded building materials, inoperative machinery, machinery parts, and similar materials shall not be stored or maintained on private property.
- (2) Abandoned, inoperable, or unlicensed vehicles, boats, boat trailers, trailers, campers, recreation vehicles, motorcycles, and machinery shall not be stored or maintained on private property except as provided elsewhere in the Code of Ordinances.
- (3) Overhanging or overhead objects which are loose, insecurely fastened or otherwise constitute a danger of falling on persons or property by reason of their location above the ground shall not be stored or maintained on private property.
- (4) Holes, excavations, pits, and depressions which present a danger to persons or property on or near private property shall be filled or safely covered.
- (5) Breaks, projections, obstructions, and other trip and fall hazards on walks, paths, steps, sidewalks, driveways, parking lots, parking areas, and other parts of premises accessible to and used by persons on the property are prohibited.
- (6) Pet and animal waste and excretions shall not be accumulated on private property.
- (7) Water shall not be allowed to collect, stand, or accumulate on private property so as to constitute a breeding ground for mosquitos and other insects.
- (8) Any condition on private property which evidences rodent, vermin, pest, or insect infestation, nesting or habitation is prohibited.
- (9) All permanent signs and billboards exposed to public view permitted by reason of other regulations or as a lawful nonconforming use shall be maintained in good repair. Any signs which have excessively weathered or faded, or those upon which the paint has excessively peeled or cracked shall, with their supporting members, be removed forthwith or put into a good state of repair. All nonoperative or broken electrical signs shall be repaired or shall, with their supporting members be removed forthwith.

- (10) All store fronts and walls exposed to public view shall be kept in good repair. Paint or similar protective coating shall be applied where required, and shall not constitute a safety hazard or nuisance. If repairs to a store front become necessary, such repairs shall be made with the same or similar materials used in the construction of the store front in such a manner as to permanently repair the damaged area or areas. Any cornice visible above a store front shall be kept painted, where required, and in good repair.
- (11) Any awning or marquee and its accompanying structural members which extend over any street, sidewalk or other portion of the premises shall be maintained in good repair and shall not constitute a nuisance or a safety hazard. In the event such awnings or marquees are not properly maintained in accordance with the foregoing, they shall, together with their supporting members, be removed forthwith. If such awnings or marquees are made of cloth, plastic or of a similar material, such cloth or plastic, where exposed to public view, shall be maintained in good condition and shall not show evidence of excessive weathering, discoloration, ripping, tearing or other holes. Nothing herein shall be construed to authorize any encroachment on streets, sidewalks or other parts of the public domain.

(Code 1983, § 6-209(C))

Sec. 14-70. - Same—General maintenance.

The exterior of every structure or accessory structure (including fences, signs, screens and store fronts) shall be maintained in good repair, termite free and all surfaces thereof shall be kept painted or have similar protective coating where necessary for purpose of preservation and appearance. All surfaces shall be maintained free of broken glass, loose shingles, crumbling stone or brick, excessive peeling paint or other condition reflective of deterioration or inadequate maintenance to the end which the property itself may be preserved, safety and fire hazards eliminated, and adjoining properties will be protected from conditions which tend to decrease the property values of surrounding properties.

- (1) All reconstruction of walls and sidings shall conform to the requirements of the Standard Building Code and shall be finished in a manner such that the materials used will not be of a kind which by their appearance, under prevailing practices and standards, will depreciate the values of the neighboring and adjoining premises.
- (2) Floors, interior walls and ceilings of every structure shall be structurally sound.
- (3) Floors shall be considered to be structurally sound when capable of safely bearing imposed loads and shall be maintained at all times in a condition so as to be smooth, free from cracks, breaks and other hazards.
- (4) All roofs shall have a suitable covering free of holes, cracks or excessively worn surfaces,

which will prevent the entrance of moisture into the structure and provide reasonable durability. Metal roofs showing signs of corrosion shall be painted with an approved product or have similar protective coating applied in accordance with the manufacturer's specifications.

- (5) Washrooms and water closet compartment floors shall be surfaced with water resistant materials and shall be kept in a sanitary condition at all times.
- (6) Supporting structural members are to be kept structurally sound, free of deterioration and capable of bearing imposed loads safely.
- (7) Walls and ceilings shall be in good repair, free from excessive cracks, breaks, loose plaster and similar conditions. Walls shall be provided with paint, wall covering materials or other protective covering.
- (8) Every washroom and water closet compartment shall be provided with permanently installed lighting fixtures with a switch and wall plate so located and maintained to ensure there is no danger of short circuiting from water, from other bathroom facilities or from splashing of water.
- (9) All premises shall be properly connected to and be provided with electric power through safely insulated conductors and shall conform to all provisions of the National Electrical Code.
- (10) The owner/occupant shall have the duty and responsibility of providing storage containers for the storage and disposal of garbage.
- (11) Foundation and walls shall be maintained structurally sound, free from defects and damage and capable of bearing imposed loads safely.
- (12) Chimneys and all flue and vent attachments thereto shall be maintained structurally sound, free from defects and so maintained as to capably perform at all times the function for which they are designed. Chimneys, flues, gas vents, or other draft-producing equipment shall provide sufficient draft to develop the rated output of the connected equipment, shall be structurally safe, durable, smoke tight and capable of withstanding the action of flue gases.
- (13) Exterior porches, landings, balconies, stairs and fire escapes shall be provided with railings properly designed and maintained to minimize the hazard of people falling, and the same shall be kept structurally sound, in good repair and free from defects.

(Code 1983, § 6-209(D))

Sec. 14-71. - Duties and responsibilities of operator.

- (a) Upon discovery by an occupant of any condition on the premises which constitutes a violation

of this article, the occupant shall report such condition to the enforcing authority responsible for the enforcement under this article.

- (b) All parts of the premises under the control of the operator shall be kept in a clean and satisfactory condition and the occupant shall refrain from performing any acts which would render other parts of the premises unclean or unsanitary or which would obstruct the owner or operator from performing any duty required hereunder or maintaining the premises in a clean and sanitary condition.
- (c) Every operator shall be responsible for the elimination of infestation in and on the premises subject to his control.
- (d) Every operator shall be responsible for willfully or maliciously causing damage to any part of the premises.
- (e) Every operator shall maintain all plumbing fixtures used by him in a clean and sanitary condition and he shall not deposit any material in any fixture or sewer system which would result in stoppage in or damage to the fixture or sewer system.
- (f) Where the owner would not otherwise know of a defect of any facility, utility or equipment required to be furnished hereunder and the facility, utility or equipment is defective or inoperable, each operator affected thereby shall, upon learning of such defect, provide notice to the owner or person in charge of the premises. Nothing in this subsection shall be construed to provide a defense to any owner violating this article.

(Code 1983, § 6-210)

Sec. 14-72. - Supervision vested in the enforcing authority.

Responsibility for enforcement of this article shall be pursuant to the code enforcement procedures in chapter 2, article VII and all inspections, regulations, enforcement and hearings on violations of the provisions of this article, unless expressly stated to the contrary, shall be under his direction and supervision of the enforcing authority. The enforcing authority may appoint or designate other officials or employees of the city to perform duties as may be necessary to the enforcement of this article, including the making of inspections.

(Code 1983, § 6-211)

Sec. 14-73. - Inspections; access.

All buildings and premises subject to this article are subject to inspection from time to time by the enforcing authority. At the time of such inspections, all rooms and parts of the premises must be available and accessible for such inspections, and the owner or operator is required to provide the

necessary arrangements to facilitate such inspections. Such inspections on commercial or industrial establishments shall be made during regular open hours of the business occupying the premises unless there is reason to believe a violation exists of a character which is an immediate threat to health or safety requiring inspection or abatement without delay.

(Code 1983, § 6-212)

Sec. 14-74. - Refusal of entry.

Where the enforcing authority or his agent is refused entry or access or is otherwise impeded or prevented by the owner or operator from conducting an inspection of the premises, such persons shall be in violation of this article and subject to the penalties in this article.

(Code 1983, § 6-213)

Secs. 14-75—14-90. - Reserved.

Editor's note— Ord. No. 2011-06, § 3, adopted December 13, 2011, repealed the former sections 14-75—14-81 in their entirety, which pertained to procedure where violation is discovered; contents of notice; service of notice of violation; hearings; decision of board of commissioners; failure to petition for hearing; failure to comply with order, and prosecution of violation, respectively, and derived from the Code of 1983, §§ 6-214—6-220, and Ord. No. 919, § 1, adopted December 7, 1999.

Sec. 78-36. - Docking limitations.

- (a) The owner or lessee of a dock or docks may moor boats to the dock or lease the dock or slip, provided the following conditions are met:
- (1) No part of the boat projects beyond the property lines extended into the bay or channel.
 - (2) The moored boat does not interfere with the flow of boat traffic.
 - (3) The dock/slip is in good condition. If any mooring and/or docking facility used by any vessel is determined to be in disrepair, hazardous, or inadequate for the purpose intended, the city manager or his designated representative, at his sole discretion, may direct the owner or authorized agent to make the necessary repairs.
 - (4) The moored boat or vessel must be placed within 25 percent of the navigable waterway. If tie piles are at 25 percent of the waterway, the vessel must be moored within the tie piles.
- (b) Additionally, the owner or lessee of a dock in an R-1 or R-2 residential area may moor boats to the dock or lease the dock or slip provided the following conditions are met:
- (1) The boat is not for hire while moored at the residential dock.
 - (2) The boat is clean and odor free while moored at the residential dock.
 - (3) Boats which are used full time for commercial purposes may not be fueled, loaded or unloaded at a residential dock.
 - (4) Not more than one commercial boat may be docked at any one lot zoned residential.
 - (5) Owners or lessee who rent three or more slips shall obtain a local business tax receipt.
 - (6) The moored boat or vessel must be placed within 25 percent of the navigable waterway. If tie piles are at 25 percent of the waterway, the vessel must be moored within the tie piles.

(Code 1983, § 5-109; Ord. No. 934, § 3, 12-5-00; Ord. No. 1111, § 4, 5-8-07)

Sec. 14-164. - Structures upon docks, seawall, cap, jetties and groins.

- (a) *Residential zone.* No structure shall be constructed on any seawall, cap, bulkhead, retaining wall, jetty, groin, tie pole or dock in any residential zone. Davits as approved by the city manager or his designated representative may be allowed.
- (b) *Business or commercial zone.* No structure shall be built on any groin, jetty, or adjoining jetty or seawall, in any business or commercial zone within the city until the plans and specifications therefor shall have been submitted to the city manager or his designated representative and approved by the city manager or his designated representative.
- (c) *Minimum specifications for docks.* The following shall not be construed as a design but as a minimum code:
- (1) Residential docks shall be constructed in accordance with the following:
- a. Concrete piling shall incorporate at least four one-half-inch diameter steel rods running the entire length thereof and covered by at least two inches of concrete. Concrete piling shall be precast concrete, testing 3,500 psi, or better in 28 days. Concrete piling shall be at least eight inches square in cross-section, and be of a length that will permit 25 percent of the length thereof to be embedded in the compacted bottom. Providing, however, that this penetration does not create a hardship due to rock or impenetrable material. In no event shall penetration be less than six feet.
 - b. Wooden piling shall be CCA salts pressure impregnated marine piles. The minimum tip size shall be six inches in diameter and the minimum butt size shall be nine inches in diameter.
 - c. Tie piling shall project above the surface of the water or land only as high as may be reasonably necessary for use and application, and all such piling shall be CCA salts pressure impregnated marine piles at least ten inches in diameter or prestressed concrete.
 - d. All fastenings shall be hot-dip galvanized and/or better.
 - e. All other timber shall be pressure treated.
 - f. Span spacing between pile bents shall not exceed 12 feet. For timber decked-dock construction the second bent shall not exceed 12 feet in front of the beginning of the dock. Outside stringer systems shall be doubled two inch by eight inch pressure-treated timber or greater. Five-eighths-inch diameter galvanized bolts or greater are to be used for attachment of stringers to caps on piling. Intermediate stringers shall be single two inch by eight inch with a maximum three feet on center spacing. Decking shall be two inch by six inch, two inch by eight inch size or greater pressure-treated timber.

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- (2) Commercial docks shall be constructed in such a manner so as to equal or better the construction requirements set out in this section for residential.
- (3) No covered boat house shall be built upon any existing piling and no repairs which will extend the life of an existing boathouse in any residential zone shall be allowed.
- (4) If any pier or dock constructed hereunder or continued in existence hereunder is permitted to fall into disrepair so as to become a dangerous structure involving risks to the safety and well being of the community or individual members thereof such structure must either be removed or repaired so as to conform with the requirements of these regulations.
- (5) Upon determination by the city manager or his designated representative that any pier or dock has become a dangerous structure written notice thereof shall be given by mail. Any party so informed shall have 30 days within which to remove or repair such structure so as to conform with the requirements of these regulations.

(Code 1983, § 5-209; Ord. No. 2014-14, § 5, 11-12-14)

DIVISION 3. - DOCKS

Sec. 14-205. - Design criteria for private docks.

In addition to the design criteria for all private docks regulated by the county water and navigation control authority, the following additional design criteria shall apply to those private docks lying within the municipal boundaries of the city.

Private docks to be constructed in the waters of the city shall be constructed so that the length of the dock shall not extend from the mean high water line or seawall of the property further than one-half the width of the property at waterfront. This requirement may be waived by the city manager or his designated representative, provided signed statements of no objection from both adjacent waterfront property owners have been submitted or an approved variance is granted by the special magistrate.

Private docks and boat lifts must be constructed within the center one-third of the applicant's waterfront property or 50 feet from the adjacent property, whichever is less restrictive. This requirement may be waived by the city manager or his designated representative, provided that signed statements of no objection from the property owner encroached upon has been submitted or an approved variance is granted by the special magistrate.

Tie piles may be a maximum distance of twenty-five percent (25%) of the navigable portion of the waterway from the waterfront property line and no closer than the side setback for a structure located on the property to the projection of any side or interior lot line. This requirement may be waived by the city manager or his designated representative, provided that signed statements of no objection from the property owner encroached upon has been submitted or an approved variance is granted by the special magistrate.

(Code 1983, § 5-202; Ord. No. 934, § 1, 12-5-00; Ord. No. 941, § 1, 5-11-01; Ord. No. 2022-22, § 1, 9-14-22)

Sec. 14-206. - Design criteria for commercial and multiuse private docks.

- (a) In addition to the design criteria for all commercial and multiuse private docks regulated by the county water and navigation control authority, the following additional design criteria shall apply to those commercial and multiuse private docks lying within the municipal boundaries of the city.
- (b) Docking facilities constructed in the waters of the city shall be constructed so that the width of such facilities shall not exceed 75 percent of the width of the property at the waterfront and shall be further constructed so that the length of the facility shall not extend from the mean high water line or seawall of the property further than 75 percent of the width of the property

at the waterfront. All docking facilities must be located so that no portion of the proposed facility is closer to either adjacent extended property line than ten percent of the property width at the waterfront. Multiuse private and commercial docks abutting adjacent waterfront residential property must be setback a minimum of one-third of the applicant's waterfront property width from the adjacent waterfront residential property. This requirement may be waived by the city manager or his designated representative, provided signed statements of no objection from the affected property owners have been submitted.

(Code 1983, § 5-203)

Sec. 14-207. - Minimum criteria for design and construction for seawalls and bulkheads.

The criteria for design, structure type, quality of materials and methods of construction presented herein are minimum and are not to be construed as being applicable to all sites and conditions. The design professional has the responsibility for determining the appropriate level of design and construction applicable to a particular site. Where the minimum standard is determined to be inappropriate, then a higher criteria shall be applied, where necessary, to satisfy actual site and estimated services conditions.

(Code 1983, § 5-207(A))

Sec. 14-208. - Permit—Required for repairs.

No building permit shall be issued for the construction of a concrete block seawall. However, a building permit will be required for the repair of any concrete block seawall now in existence, which are located on Boca Ciega Bay, provided that such concrete block seawall is in a repairable condition.

(Code 1983, § 5-207(B))

Sec. 14-209. - Same—Procedures.

The following procedure shall be followed in applying for a construction permit to repair a concrete block seawall:

- (1) Submit two copies of a drawing of the existing seawall, in plan and profile, on which will be shown the area to be repaired. The drawings shall indicate the areas of failure (wall, footing, or cap) as well as the reasons for such failures.
- (2) Submit two copies of specifications indicating the method to be used in making the repairs, material specifications, placing of forms and tie-backs and all other pertinent information which will be of assistance in passing upon the feasibility of the repair.

(Code 1983, § 5-207(B)(1))

Sec. 14-210. - Same—Review of plans and specifications.

Upon request of a property owner to repair a concrete block seawall, the city manager or his designated representative will review the plans and specifications, after which an on-site inspection may be made to verify the accuracy of the plans and information submitted, prior to the issuance of any repair permit.

(Code 1983, § 5-207(B)(2))

Sec. 14-211. - Material specifications.

Insofar as possible, material specifications that apply to seawall on Boca Ciega Bay will apply to all work on repair of concrete block seawalls. This will include concrete tie-backs, reinforcing steel, etc. Due to the variable factors involved in the repair of all concrete block seawalls, it will be impossible to allow repair of all concrete block seawalls. Therefore, each application will be considered on its own merits and the opinion of the city manager or his designated representative will be considered final in all cases except as otherwise provided in this division.

(Code 1983, § 5-207(B)(3))

Sec. 14-212. - Alternative materials.

Where it is determined that a concrete block seawall cannot be repaired and it is impossible to construct a concrete slab seawall from the land side, the city manager or his designated representative may approve an appropriate aluminum seawall using a concrete seawall cap.

(Code 1983, § 5-207(B)(4))

Sec. 14-213. - Location on Boca Ciega Bay and John's Pass east of John's Pass Bridge—Construction specifications generally.

All seawall or bulkheads on Boca Ciega Bay or on John's Pass east of John's Pass Bridge, shall be of reinforced concrete construction or of alternative materials with drawings signed and sealed by a registered Florida professional engineer, with the exception of concrete block seawalls which can be repaired under sections 14-208 through 14-212, and construction must be in accordance with the following minimum specifications:

- (1) All concrete shall be Class A with compressive strength of not less than 3,500 psi after 28 days curing. If in the opinion of the city manager or his designated representative at the

time of pouring of the concrete it does not meet the above specifications, he shall then require the contractor to pour two standard compression test cylinders under his direction. One of these cylinders, after proper curing for seven days, shall be tested for compressive strength by an approved testing laboratory. If this cylinder indicates compressive strength in excess of 2,100 psi, it shall be presumed that the concrete has met compressive strength requirements; otherwise, the second cylinder shall be tested at the end of 28 days. The city manager or his designated representative shall handle procedures for marking the cylinders and all costs of the pouring and testing will be borne by the contractor.

- (2) Reinforced concrete slabs shall not be less than 5 $\frac{5}{8}$ inches in thickness, not more than six feet in width, and a minimum length of ten feet. Vertical reinforcing steel rod shall extend the full length of the slab minus two inches each end and shall be of not less than No. 4 (one-half-inch) diameter steel reinforcing bar on six-inch centers. Horizontal reinforcing shall extend the full width of the slab minus two inches each side and shall not be less than No. 3 (three-eighths-inch) diameter reinforcing steel bar 30 inches on the center for ten-foot slab and 28 inches on the center for 12-foot slab. The edges of all slabs shall be mating tongue and groove with an approved filter system.
- (3) A reinforced concrete cap shall be poured upon the top of all slabs. The cap shall be a minimum of 9 $\frac{1}{2}$ inches thick, 16 inches wide with the slab projecting into the base of the cap not less than 2 $\frac{1}{2}$ inches. Four pieces of No. 4 (one-half-inch) longitudinal steel reinforcing bars shall be installed two inches from the front and rear faces of the cap. All reinforcing rods shall be lapped a distance of not less than 20 inches and shall be properly spaced and supported by ties and chairs. Expansion joints shall be constructed of one-half inch approved expansion material at intervals of not greater than 48 feet.
- (4) All reinforcing steel used shall be placed so as to provide a minimum cover of two inches of concrete to any surface.
- (5) Tie-backs of No. 8 (one-inch) steel reinforcing bar shall be placed at right angles to the line of the cap at intervals not greater than 12 feet on center. Ends of the tie-backs shall be bent at right angles, one end installed in the cap and one end installed in a concrete deadman in firm undisturbed soil. All deadmen shall be poured in place concrete, containing not less than 4 $\frac{1}{2}$ cubic feet of concrete and having not less than 4 $\frac{1}{2}$ square feet of vertical surface perpendicular to the alignment of the tie-rod. Each deadman shall contain vertical and horizontal steel reinforcement equivalent in cross sectional area to two No. 4 (one-half inch) deformed reinforcing bars in each direction. At expansion joints, double tie-backs shall be installed into a common deadman whose vertical face shall be not less than three feet eight inches by one foot six inches and shall be parallel to the

seawall. No deadman shall be less than one foot thick. Tie-backs shall be straight without kinks or bends with a minimum straight length of 12 feet for ten-foot slabs and 14 feet for 12-foot slabs. All tie-backs shall be completely covered with approved plastic pipe extending into seawall cap and deadman at least three inches. Alternative tieback systems may be acceptable with the submission of plans prepared by and signed and sealed by a registered Florida professional engineer.

- (6) The top of all caps shall be equal to, or greater than, elevation four feet six inches USCGS datum mean sea level.
- (7) New seawall construction or repair/extension of existing seawalls shall not result in vertical extension of the seawall more than 12 inches higher (including cap) than neighboring property and no higher than the crown of the road fronting the lot.

(Code 1983, § 5-207(C)(1)—(6); Ord. No. 2018-18, § 1, 1-8-19)

Sec. 14-214. - Same—Minimum ground penetration.

The minimum penetration of each seawall slab into the ground shall be as follows:

- (1) Ten-foot slab minimum penetration four feet.
- (2) Twelve-foot slab minimum penetration four feet ten inches.
- (3) Fourteen-foot slab minimum penetration five feet seven inches.

(Code 1983, § 5-207(C)(7))

Sec. 14-215. - Same—Backfilling and grading.

As soon as possible after construction has been completed, the installation shall be inspected by the city manager or his designated representative and backfilling shall be performed immediately upon proper curing. The top of the finish grade shall be not lower than the top of the cap.

(Code 1983, § 5-207(C)(8))

Sec. 14-216. - Same—Seawalls continuous within property boundaries.

All seawall must be continuous within the property boundaries. No cuts, projections, ramps or additions will be allowed.

(Code 1983, § 5-207(C)(9))

Sec. 14-217. - Same—Seawall and backfill prerequisite for building permit.

No building permit shall be issued for any structure of any type or description on any bayfront lot or

lots unless such property has been seawalled and backfilled as provided for in this article.

(Code 1983, § 5-207(C)(10))

Sec. 14-218. - John's Pass West from John's Pass Bridge and all the Gulf of Mexico—Construction specifications generally.

All seawalls or bulkheads west from John's Pass Bridge and on the Gulf of Mexico shall be constructed at or landward of the county coastal construction control line with reinforced concrete construction, according to the following minimum specifications:

- (1) Vertical seawall shall be allowed along the Gulf of Mexico as long as they are constructed in compliance with minimum specifications of this section and shall be placed no closer to the Gulf of Mexico than the line defined by the county coastal construction control line established on January 16, 1979.
- (2) All concrete shall be Class A with compressive strength of not less than 3,500 psi after 28 days curing. If in the opinion of the city manager or his designated representative at the time of pouring of the concrete it does not meet the above specifications, he shall then require the contractor to pour two standard compression test cylinders, under his direction. One of these cylinders, after proper curing for seven days, shall be tested for compressive strength by an approved testing laboratory. If this cylinder indicates compressive strength in excess of 2,100 psi, it shall be presumed that the concrete has met the compressive strength requirements; otherwise, the second cylinder shall be tested at the end of 28 days. The city manager or his designated representative shall handle procedures for marking the cylinders and all costs of the pouring and testing will be borne by the contractor.
- (3) Reinforced concrete slabs shall not be less than 7½ inches in thickness, not more than six feet in width, with minimum length of 14 feet. Vertical reinforcing steel shall extend the full length of the slab minus two inches at each end and shall be of not less than No. 6 diameter steel reinforcing bars on 5¾ inch centers. Horizontal reinforcing shall extend full width of the slab minus two inches at each side and shall be not less than No. 3 (three-eighths-inch) diameter reinforcing steel bars on 24-inch centers. The edges of all slabs shall be mating tongue and groove with an approved filter system.
- (4) A reinforced concrete cap shall be poured upon the tops of all slabs. The cap shall be a minimum of 16 inches thick, 20 inches wide, with the slabs projecting into the base of the cap not less than five inches. Not less than four pieces of longitudinal steel reinforcing, of No. 5 (five-eighths-inch) diameter reinforcing steel bar, shall be installed at least two inches from the front and rear faces of the cap. All reinforcing rods shall be lapped a distance of

not less than 20 inches and shall be properly spaced and supported by ties and chairs. Expansion joints shall be constructed of one-half inch approved expansion material at intervals of not greater than 48 feet.

- (5) All reinforcing steel used in the slabs and caps shall be placed so as to provide a minimum cover of at least two inches of concrete to any surface.
- (6) Tie-backs of No. 9 (1½-inch) diameter steel reinforcing bar shall be placed at right angles to the line of the cap at intervals not greater than ten feet on center. Ends of the tie-backs shall be bent at right angles, one end installed in the cap and one end installed in a concrete deadman. Tie-backs shall be straight without kinks or bends with a minimum straight length of 18 feet for a 14-foot slab and all tie-backs shall be completely covered with approved plastic pipe extending at least three inches into cap and deadmen.
- (7) Deadmen shall be poured in place, containing not less than 7½ cubic feet of concrete, and have not less than 7½ square feet of vertical surface perpendicular to the alignment of the tie-rod. Each anchor shall contain horizontal steel reinforcement equivalent in cross sectional area to four No. 4 deformed reinforcing bars and be provided with four No. 2 steel stirrups.
- (8) The penetration of each seawall slab in firm ground shall be equal to or greater than one-half times the total length of the slab. In no case shall the seawall slab be shorter in length than 14 feet.
- (9) The elevation of all seawalls, bulkheads and retaining walls fronting on the Gulf of Mexico shall not be higher than elevation 6½ feet USCGS datum mean sea level.

(Code 1983, § 5-207(D)(1)—(9))

Sec. 14-219. - Same—Backfilling and grading.

As soon as possible after construction has been completed, the installation shall be inspected by the city manager or his designated representative and backfilling shall be performed immediately upon proper curing. The top of the finish grade shall not be lower than the top of the cap.

(Code 1983, § 5-207(D)(10))

Sec. 14-220. - Same—Technology.

This section recognizes the continuing changes and improvement in design technology, materials and methods of construction. Where a construction type, material or method is not directly measurable by the minimum criteria listed herein, but is otherwise consistent with the provisions of this section with respect to professional site evaluation and design, the city manager or his designated representative

shall make the decision as to the acceptability of the proposed construction on the basis of his judgment of expected equivalent performance.

(Code 1983, § 5-207(E))

Sec. 14-221. - Same—Removal of forms.

No forms for seawall caps or slabs may be moved or removed for a period of 24 hours after pour, without the written approval of the building inspector upon good cause shown.

(Code 1983, § 5-207(F))

**Memorandum**

Meeting Details: September 30, 2024, Board of Commissioners Workshop Meeting

Prepared For: Honorable Mayor Brooks and the Board of Commissioners

From: Community Development Department

Subject: Forward Pinellas Transportation Planning and Technical Assistance Grant Application
John's Pass Village (JPV) Multimodal Mobility Visioning Study Project

Background: The Forward Pinellas Transportation Planning and Technical Assistance Grant program offers funding related to multimodal and safety transportation planning efforts. City Staff met with Forward Pinellas last month to discuss the grant opportunity and how it could help support planning efforts in John's Pass Village. After discussing with Forward Pinellas and reviewing the application, City Staff thinks that applying for a grant to support a John's Pass Village Multimodal Mobility Visioning Study would be a competitive planning project for the grant. John's Pass Village is an important commercial and recreation destination for both residents and visitors and as such has a significant amount of pedestrian activity. Pedestrian accessibility to and from John's Pass Village can vary, and some local streets lack continuous sidewalks because of the narrow width of the right-of-way. Gulf Boulevard crosses through John's Pass Village Activity Center and serves as an arterial road that connects John's Pass Village to other nearby communities. Having a wide arterial road and local streets that lack continuous sidewalks creates challenges for multimodal mobility especially for pedestrian accessibility.

Discussion: The proposed John's Pass Village Multimodal Mobility Visioning Study would focus on developing a plan to prioritize multimodal improvements that support improving multimodal accessibility to and from John's Pass Village. The Board of Commissioners would need to pass a resolution and include a letter of support for City Staff to apply to the grant program.

Recommendation(s):

City Staff recommends for the Board of Commissioners to approve the resolution and letter that support City Staff applying to the Forward Pinellas Transportation Planning and Technical Assistance Grant Program for the John’s Pass Village (JPV) Multimodal Mobility Visioning Study Project.

Fiscal Impact or Other:

The Community Development Department and Public Works would be using some of their budgets to pay for the local match.

Attachments:

- Transportation Planning and Technical Assistance Grant Application
- Resolution 2024-06 Draft
- Letter of Support Draft

Resolution 2024-06

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH AUTHORIZING THE CITY MANAGER TO SIGN AND FILE AN APPLICATION FOR A PLANNING GRANT WITH FORWARD PINELLAS TO FUND THE JOHN'S PASS VILLAGE MULTIMODAL MOBILITY VISION STUDY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the John's Pass Village Activity Center Plan and John's Pass Village Activity Center Development Standards have recently been adopted by the City of Madeira Beach; and

WHEREAS, John's Pass Village is an important commercial and recreation destination for both residents and visitors and as such has a significant amount of pedestrian activity; and

WHEREAS, having a wide arterial road and local streets that lack continuous sidewalks creates challenges for multimodal mobility especially for pedestrian accessibility in and to John's Pass Village; and

WHEREAS, Forward Pinellas provides opportunities to apply for planning grant funds through their Transportation Planning and Technical Assistance program; and

WHEREAS, city staff has proposed that a multimodal mobility visioning study be completed for John's Pass Village; and

WHEREAS, the proposed John's Pass Village Multimodal Mobility Visioning Study would focus on developing a plan to prioritize multimodal improvements that support improving multimodal accessibility in John's Pass Village; and

WHEREAS, if the grant application is approved, it would be a major step in the process to improve multimodal mobility in John’s Pass Village and create a safe and walkable destination.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:

- 1. That the Board of Commissioners of the City of Madeira Beach hereby authorizes the city manager to sign the application for and apply for grant funding through the Forward Pinellas Local Agency Grant Program for the John’s Pass Village Multimodal Mobility Vision Study.
- 2. That this Resolution shall become effective immediately upon its passage and adoption.

INTRODUCED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2024.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney



300 Municipal Drive
Madeira Beach, Florida 33708
727-391-9951
Fax 727-395-9361
www.madeirabeachfl.gov

October 14, 2024

Chelsea Favero, AICP, Planning Manager
Forward Pinellas
310 Court Street
Clearwater, FL 33756

Subject: Forward Pinellas Transportation Planning and Technical Assistance Grant Application
John's Pass Village (JPV) Multimodal Mobility Visioning Study Project

Ms. Favero,

The City of Madeira Beach is pleased to submit the John's Pass Village Multimodal Mobility Visioning Study grant funding application for the Forward Pinellas Transportation Planning and Technical Assistance Grant Program. As of September 2024, the City of Madeira Beach has adopted the John's Pass Village Activity Center Plan and John's Pass Village Activity Center Development Standards. John's Pass Village is an important commercial and recreation destination for both residents and visitors and as such has a significant amount of pedestrian activity. Pedestrian accessibility to and from John's Pass Village can vary, and some local streets lack continuous sidewalks because of the narrow width of the right-of-way. Gulf Boulevard crosses through John's Pass Village Activity Center and serves as an arterial road that connects John's Pass Village to other nearby communities. Having a wide arterial road and local streets that lack continuous sidewalks creates challenges for multimodal mobility especially for pedestrian accessibility.

The proposed John's Pass Village Multimodal Mobility Visioning Study would focus on developing a plan to prioritize multimodal improvements that support improving multimodal accessibility to and from John's Pass Village. The City of Madeira Beach hopes that the Florida Department of Transportation would be willing to cooperate with this study since Gulf Boulevard is a state road. We see this study as an important step in the process to then be able to construct these improvements and implement the vision developed in the study.

As evident from our recent passage of ordinances to further safeguard JPV and ensure its future for all visitors to Pinellas County, we are committed to continuing efforts for planning and implementing improvements that support safe mobility. The City of Madeira Beach is requesting **\$50,000.00** in grant support and is committing **\$20,000.00** for a local match. If this grant application is approved, this would be a major step in the process to improve multimodal mobility in John's Pass Village and create a safe and walkable destination.

Sincerely,

Robin Gomez
City Manager

Anne-Marie Brooks
Mayor

FORWARD PINELLAS LOCAL AGENCY GRANTS PROGRAM

TRANSPORTATION PLANNING AND TECHNICAL ASSISTANCE

APPLICATION

In order to be eligible, your application must meet ALL criteria listed below.

1. Application must include a letter or resolution from the applicant's elected Board, documenting community support for the project.
2. Application must demonstrate how the project will advance the goals of the Countywide Land Use Plan.
3. Use of grant funds for design and implementation is not permitted through this program.
4. All applicants must schedule a meeting with Forward Pinellas staff before **August 23, 2024**, to discuss their project application ideas.

Applications are to be in either Word or PDF format, submitted either via email to cfavero@forwardpinellas.org or on disc or electronic drive. Please do not submit paper copies. Submit applications no later than **5 p.m. on November 22, 2024**. All questions should be directed to Chelsea Favero at cfavero@forwardpinellas.org or at 727-464-5644.

Up to \$150,000 will be available to fund applications received in CY 2024. Funding will be available as of July 1, 2025. The minimum project award will be \$35,000 and the maximum project award will be \$150,000. An eligible applicant includes any local government agency or transit provider, within the geographic area of Pinellas County, FL. Each applicant is limited to submitting a maximum of 3 project applications for funding consideration.

Eligible projects may include but will not be limited to: complete streets concept plan development; specialty transportation research; safety analyses; community charettes and facilitation; community walking audits or visioning workshops; evaluation of conditions for pilot technology applications; and other eligible transportation planning related activities. If you have questions as to whether your proposed application is eligible, seek guidance from Forward Pinellas staff.

Please provide, at a minimum, the information requested below. Applications will be competitively evaluated based on the information provided by the applicant. Applications need to demonstrate how the proposed project will address mobility needs while advancing the land goals of the Countywide Land Use Plan (<https://forwardpinellas.org/document-portal/countywide-plan-strategies>).

1. Provide the name and contact information for the agency point of contact for this application.
2. Describe the project location. Include specific information on the project limits, jurisdiction of roadway and abutting properties, land use characteristics of abutting properties and any unique characteristics of the roadway (serves local/regional travel, serves a major activity center, part of a community redevelopment agency, etc.).
3. Provide an overview of what challenges the application is seeking to address.
4. Describe in detail the existing conditions of the project location, including the following, as applicable:

- a. Sidewalks along the corridor (e.g., gaps exist on both sides of the corridor, 100% coverage on both sides of the corridor, sidewalks along one side of corridor, etc.);
 - b. Bicycle facilities along the corridor (e.g., bike lanes, adjacent multiuse trail, etc.);
 - c. Sidewalks and/or bicycle facilities along an intersecting roadway segment that truncate at the project limits;
 - d. Describe how the project will improve the MAXIndex score for the area it is within;
 - e. Average Annual Daily Traffic of the corridor (if known), including any specific concerns with vehicular traffic.
 - f. Documented safety concerns along the corridor (e.g. high crash rate, high number of crashes involving vulnerable users, etc.). Forward Pinellas is available to provide assistance in compiling this data to support your application;
 - g. Existing and proposed transit service along the corridor, including frequency of service;
 - h. Access/connections to Activity Center(s) or Premium, Primary or Secondary Corridors designated on the Land Use Strategy Map in the Countywide Plan (see link: https://forwardpinellas.org/wp-content/uploads/2019/10/Land_Use_Strategy_Map.pdf);
 - i. Is the project-within an adopted Community Redevelopment Area (CRA)?;
 - a. Does the project corridor have street lighting? Will the project add/enhance street lighting along the corridor?; and
 - j. Is the project corridor within a low income, disadvantaged or Environmental Justice area? <https://forwardpinellas.org/document-portal/advantage-pinellas-2050-long-range-transportation-plan/?wpdmdl=58805&refresh=660453861b1c91711559558>
5. Provide a detailed cost estimate and documentation of the local match being provided by the applicant (if applicable).
 6. Describe the local planning requirements that make the area surrounding the project corridor supportive of multimodal transportation improvements. For example, does the local land use plan encourage mixed use development? Does the local land development code require buildings to be located adjacent to the ROW line or enable reduced surface parking? Does the local plan facilitate connectivity of local road, bicycle and/or pedestrian networks? Please refer to the Planning and Urban Design Principles in the Forward Pinellas Countywide Plan for more examples of desired local planning requirements (see link below). <https://forwardpinellas.org/document-portal/countywide-plan-strategies>
 7. It is expected that these projects will move forward for implementation/construction. Provide a project schedule to highlight the anticipated timeline for completion of the concept planning/design project. Please include a proposed timeline for the ultimate implementation/construction of the project.

Project applications will be evaluated and scored by a team of technical transportation and land use staff from throughout Pinellas County. The scoring criteria and points structure is provided within this packet.

The recommendation for funding will be brought to the Forward Pinellas Board at its March 2025 meeting for review and approval. The awarded project will be funded after July 1, 2025.

Forward Pinellas Local Government Grant Program

Scoring Methodology

2024

The Forward Pinellas Local Government Grant Program is intended to use federal transportation dollars to fund projects that will improve mobility, safety, and access on the Pinellas County transportation network. This document details the methodology that will be used to evaluate each project application received.

Projects will be competitively scored by technical staff from local agencies throughout Pinellas County. Only individuals that represent an agency that did not submit applications in the current funding cycle will be able to participate. Forward Pinellas staff may also participate in the review. The reviewers will meet to discuss the applications as a group. During that meeting, each reviewer will individually score all applications received. The scoring sheets provided on subsequent pages will be utilized for scoring and each reviewer will document their justification for applying each score. Once all scores are calculated, the highest and lowest individual scores for each application will be removed from consideration. The remaining individual scores will be averaged to produce a final score for each project application. Final scores will be provided directly to all applicants and Forward Pinellas staff will be available to debrief any applicant on their project score. Highest scoring projects will be recommended for funding to the Forward Pinellas board for their consideration and action.

Forward Pinellas Local Government Grant Program
Scoring Template
Planning Grants

Reviewer Name and Affiliation:

Application Name:

Criteria:	Individual Score (1-5)	Comments
Potential to involve the public in the project		
Potential to improve safety (HIN, other problems)		
Potential to improve the quality of facilities contributing to a MAXIndex		
Potential to improve access to and/or along an Investment Corridor		
Potential to improve access in Environmental Justice areas or a Community Redevelopment Area		
Potential to serve multiple modes		
Potential to complete a gap in the network		
Total Score:		

**Memorandum**

Meeting Details: September 30, 2024, Board of Commissioners Workshop Meeting

Prepared For: Honorable Mayor Brooks and the Board of Commissioners

From: Community Development Department

Subject: Ordinance 2024-18: Planned Development

Background: Chapter 110 Zoning, Article V. Districts, Division 10 PD, Planned Development in the Madeira Beach Code of Ordinances has some inconsistencies that need to be resolved.

Discussion: Ordinance 2024-18: Planned Development amends the Planned Development (PD) division in the Madeira Beach Code of Ordinances to fix inconsistencies, reference the Forward Pinellas Countywide Rules, and update the standards in that division to current practices. City Staff are bringing Ordinance 2024-18 back to the Planning Commission because of additional changes to the ordinance. One of the changes would be requiring Planned Developments to adhere to the height limits if it is located in certain Character Districts of the John's Pass Village Activity Center.

Recommendation(s):

City Staff recommends approval of Ordinance 2024-18: Planned Development with proposed City staff changes.

Fiscal Impact or Other:

N/A

Attachments:

Ordinance 2024-18: Planned Development

Ordinance 2024-18 Business Impact Statement

Ordinance 2024-18 Forward Pinellas Letter Response

ORDINANCE 2024-18

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 10, PD., PLANNED DEVELOPMENT, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FURTHER INFORMATION ON INTENT AND PURPOSE; INCLUDING DIMENSIONAL REGULATIONS; SPECIFYING REQUIREMENTS FOR THE APPLICATION FOR PD ZONING; CLARIFYING THE REVIEW CRITERIA FROM THE LOCAL PLANNING AGENCY; CLARIFYING THE REVIEW CRITERIA FROM THE BOARD OF COMMISSIONERS; INCLUDING STANDARD OPERATING ADJUSTMENTS IN THE CHANGES OF DEVELOPMENT PLAN; AND INCLUDING OPTIONS FOR TIME EXTNSIONS; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Madeira Beach's Planned Development zoning district regulations have not been reviewed thoroughly and updated with standard review criteria in a number of years; and

WHEREAS, City staff has reviewed the current Planned Development zoning district regulations; and **WHEREAS**, City staff has determined that the relationship between the Madeira Beach Comprehensive Plan and Land Development Regulations in the Planned Development zoning district regulations- were not clearly stated in Division 10; and

WHEREAS, the allowed uses and dimensional regulations in the Planned Development zoning district regulations were not clearly stated in Division 10; and

WHEREAS, the review criteria for the Local Planning Agency (Planning Commission) and Board of Commissioners was not clear and certain design elements would not be necessary at this stage in development; and

WHEREAS, City staff has recommended that the Planned Development zoning district regulations be revised to address the matters referenced in the recitals above; and

WHEREAS, the Planning Commission has considered the recommended changes referenced above at a public hearing and has recommended approval to the Board of Commissioners; and

WHEREAS, the recommendations of the Planning Commission and city staff have been found meritorious by the Board of Commissioners; and

WHEREAS, the Board of Commissioners held two public hearings to consider the approval of the recommended changes and the adoption of this ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:

Section 1. That Chapter 110 (Zoning) Article V. (Districts) Division 10 (PD – Planned Development) of the Land Development Code of the City of Madeira Beach is hereby amended to read as follows:

DIVISION 10. PD, PLANNED DEVELOPMENT (PD) DISTRICTS

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Sec. 110-386. Intent and purpose of planned development (PD) district. Purpose and Intent

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It is the intent of the PD district is intended to accommodate integrated and well-designed developments in accordance with approved development plans containing detail adequate to ensure that have been approved in compliance with this division. The PD district is intended to offer design flexibility and to encourage imaginative, functional, high-quality land planning development for those uses consistent with the applicable future land use plan category and compatible with adjacent and nearby lands and activities.

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In keeping with the stated intent of the comprehensive plan and in furtherance of the historic and desired low intensity character of the community, a PD development must meet the intent and criteria (density, intensity, and impervious surface ratio) of the future land use plan categories in the Madeira Beach Comprehensive Plan and plan categories in the Countywide Plan.

- (1) Meet the minimum design criteria required for the underlying zoning;
- (2) At a maximum, be designed to reflect the average intensity, height, and massing of the development pattern on surrounding property of similar zoning and use.

The application must demonstrate that the proposed PD zoning district meets the clearly stated intent of the comprehensive plan and a clearly defined public purpose. Additional stories, above the limitations of the underlying conventional or PD zoning district at the time the application for PD is officially sufficient, may be considered in light of voluntary provision of civic or community enhancements, e.g., ground floor retail, expanded setback, enhanced landscaping, and other design enhancements furthering the policies and strategies of the comprehensive plan.

PD zoning is allowed in the following future land use plan categories of the Madeira Beach Comprehensive Plan: Planned Redevelopment Mixed-Use (PR-MU), Activity Center (AC), Commercial General (CG), Residential/Office/Retail (R/O/R), and Resort Facilities Medium (RFM). In particular, the PD district is required for development proposed in the resort facilities high plan category of the comprehensive plan and for any project requesting the additive density/intensity provided for in the commercial core and the enumerated portions of the causeway sub-districts, in the Madeira Beach town center special area plan.

Sec. 110-387. Uses permitted Permitted uses and dimensional regulations.

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The type(s) or types of land uses permitted must be consistent in all respects with the comprehensive plan and such uses shall be found to be so located and arranged to ensure complete compatibility amongst themselves, with adjacent existing or future land uses, and with existing or future public facilities, services and utilities. No specific list

~~of uses permitted is established for the PD zoning district. Land proposed for development under the PD zoning district may contain a mixture of temporary lodging, residential, commercial, recreational and other uses consistent with the future land use map designation on the site. In furtherance of comprehensive plan policies and in the interest of neighborhood compatibility, commercial uses in PD developments located in residential districts are limited to a maximum total of 20 percent of the non-parking stories.~~

~~Flexibility in setbacks for nonresidential projects will be allowed provided there is adequate space for site improvements and fire access; that there is no adverse impact on surrounding properties and there is adequate distance between structures and public or private streets for residential projects. Flexibility in building height will be allowed provided they are compatible with the surrounding neighborhood; and provide increased setbacks to compensate for added building height. Increased flexibility in setbacks and height from the zoning district prior to rezoning to PD may also be considered if the design includes providing the following provisions for or community enhancements, e.g., ground floor retail, expanded setback, enhanced landscaping, sustainable building practices (LEED), and other design enhancements furthering the policies and strategies of the comprehensive plan.~~

~~PD developments located in the Traditional Village, Commercial Core, Boardwalk, and Low Intensity Mixed Use Character Districts of the John's Pass Village Activity Center cannot exceed the height limits prescribed in Appendix D - John's Pass Village Activity Center Development Standards.~~

Sec. 110-388. Application for PD zoning.

- ~~(a) Applications for PD zoning require a preliminary development plan, with graphic illustrations, establishing the basis for the proposed planned development, and all application fees for the established review process.~~
- ~~(b) A development agreement is required to rezone any property to PD and must go to the Local Planning Agency (Planning Commission) at the same public hearing as the rezoning, before the Board of Commissioners as a discussion item at the first public hearing as the rezoning, and before the Board of Commissioners at the second reading and public hearing as the rezoning. See Chapter 86, Administration, Article IV. Development Agreements for more information on development agreements.~~
- ~~(c) If the project uses the alternative temporary lodging use standards the development agreement must also follow all required standards in Forward Pinellas Countywide Rules and intensities and densities cannot exceed the allowable maximums as described in the comprehensive plan.~~
- ~~(d) The preliminary PD development plan proposal must include all information deemed appropriate, necessary, and relevant by the city to conduct the staff review and, at minimum, must include the following:

 - ~~(1) A narrative of the Planned Development (PD report) is required for a preliminary development plan. including all the following information: Three signed and sealed development proposals and one electronic copy; and

 - ~~a. The narrative must include how the proposal furthers community goals and meets the comprehensive plan, land development regulations, and any special area plan standards.~~~~
 - ~~(2) Three hard copies of the signed and sealed preliminary development plan proposals and a digital submission all of which must provide the following: one electronic copy; A development report and a preliminary development plan including all the following information:

 - ~~a. Legal description, zoning district prior to PD rezoning, future land use (Madeira Beach comprehensive plan) and underlying conventional zoning district plan category (Countywide Plan).~~
 - ~~b. Existing use(s) and proposed use(s).~~
 - ~~c. Site area in square feet and acres.~~
 - ~~d. Lot lines Sign and sealed survey.~~
 - ~~e. Setbacks for zoning district prior to PD rezoning Current required and proposed setbacks.~~~~~~

- f. North arrow and scale: engineering scale no smaller than one inch equals 50 feet.
- g. ~~Site data table with current standard (for zoning district prior to PD rezoning) and proposed development standards. Proposed development criteria (current standard and proposed standard)~~ including at a minimum:
1. Gross floor area (in square feet) ~~and heated floor area of existing and proposed;~~
 2. Building coverage (in square feet);
 3. Open ~~(green)~~ space (in square feet);
 4. Impervious surface ~~area~~ (in square feet) ~~and impervious surface ratio;~~
 5. Density and intensity (including ratios for mixed use);
 6. ~~Quantity and type of parking spaces and parking requirements. Parking spaces (scaled to location on plan and number of type, e.g., accessible, standard, etc.);~~
 7. ~~Proposed building height(s) measured from the design flood elevation and the total number of stories of preliminary development plan, include the and maximum allowable height allowance in from the original zoning district prior to PD rezoning, and number of stories allowed and existing on adjacent properties;~~
 8. Preservation area(s) (in square feet) ~~s in total square feet;~~
 9. ~~Land alteration plan;~~
- ~~h. 10.~~ Buffering standards, e.g., design standards to buffer neighboring properties from commercial activities, construction impacts, vehicular traffic, etc.;
- ~~i. 11.~~ Solid waste disposal container(s) location and access;
- ~~12.~~ ~~Lighting design standards;~~
- ~~13.~~ ~~Signage standards;~~
- ~~j. 14.~~ Tree survey, indicating the species and size of all existing trees, four inches or greater caliper measured at breast height;
- ~~k. 15.~~ Landscape design standards and plans that must, at a minimum:
1. ~~(i) Meet or exceed the minimum requirements in Comply with~~ chapter 106, article II of this Code ~~and all native and xeriscape plant materials;~~
 2. ~~(ii) Indicate location, quantity, size, species, and standards for all trees and shrubs; and~~
 3. ~~(iii) Meet or exceed minimum irrigation standards required by this Code;~~
- ~~l. 16.~~ Building envelope and general ~~access, egress, and~~ ingress locations;
- ~~m. 17.~~ Conceptual stormwater drainage plan ~~with calculations~~ based on maximum proposed development coverage adequate to meet the minimum standards of SWFWMD and this Code, ensure no additional off-site impacts, and resolve existing drainage problems deemed necessary by the city;
- ~~n. 18.~~ ~~Permit from FDEP with concept plan indicating. If dune system impact is anticipated, the concept plan must address applicable~~ proposed changes, reconstruction, and replanting ~~if dune system impact is anticipated;~~ and
- ~~o. 19.~~ Details of any design or performance ~~project commitments criteria assured~~ ~~agreed to~~ at the ~~required~~ neighborhood meeting.
- ~~hp.~~ Mobility and access plan indicating:

- 1. Proposed curb cuts and off-site traffic access management ~~plan and standards;~~
 - 2. Preliminary location and function ~~plan and standards~~ for required sidewalk, bicycle, and other multimodal improvements;
 - 3. ~~Preliminary On~~-site circulation; and,
 - 4. If impacting a collector or arterial road or required by FDOT, a transportation impact study prepared by a registered engineer ~~for submittal and review by city staff and other governing agencies and documented preliminarily approved of FDOT.~~
- ~~q. i. If the comprehensive plan or previous zoning district includes design standards or guidelines those must be met at a minimum. Structural design criteria meeting city overlay district requirements. Additional design specifications can be required as a condition of approval during the public hearing process.~~
- ~~j. PD development plan detailing the manner in which the proposal furthers community goals and meets or exceeds existing comprehensive plan, land development code, and special district requirements and standards.~~
- ~~rk. Record of notice of, and transcribed and video record of the required neighborhood meeting.~~

Sec. 110-389. Procedure for approval of PD zoning-Submission Requirements and Review Process

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~~Submission requirements and process--The city will receive intake the application and distribute accordingly to applicable city staff for review, the application among city staff-. Staff will first determine if the application is sufficient for full review, if not, staff will provide the applicant with a compiled list of comments to be addressed for sufficiency. The application must be complete as outlined here in this code such that staff can make a recommendation of either approval, approval with conditions, or denial. Once city staff determines the application is sufficient and a recommendation has been decided upon; the application, neighborhood meeting record, and staff recommendation will be scheduled for public hearing before the planning commission serving as the local planning agency (LPA). for review and comments. The city will compile the staff reviews and provide the applicant with comments, objections, and recommendations for applicant response and application amendment necessary to determine complete sufficiency to facilitate a full review and produce staff findings and a recommendation of approval, approval with conditions, or denial. Once the city determines the application is sufficient, the application, neighborhood meeting record, and staff recommendation will be scheduled for public hearing review and recommendation before the planning commission as the local planning agency (LPA). The formal legal notice of the LPA public hearing must shall be posted as least 15 days prior to the public hearing date. The LPA will issue findings to the board of commissioners that will include a their recommendation of approval, approval with conditions, or denial.~~

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Sec. 110-390. Reimbursement of expenses.

The applicant shall provide for reimbursement of all expenses incurred by the city, deemed necessary by the city manager or his/her designee, to review and process a planned development (PD) district.

Expenses may include, but are not limited to any technical, engineering, planning, landscaping, surveying, legal or architectural services, and advertising.

Within 30 days of the date of receipt of any invoice for such services, the applicant shall reimburse the city for such costs. Failure by the applicant to make such reimbursement when due shall delay the recording of the approved development order, until paid.

Sec. 110-391. Review by local planning agency.

The local planning agency (LPA) will review the proposed PD zoning district application to ensure that the following criteria are met. The LPA must recommend denial if the application fails to meet the following criteria. If the application meets the following criteria, the LPA may recommend approval, approval with conditions, or denial. ~~The following criteria will guide district assignments and changes in district assignments, whether initiated by the city or by a property owner.~~

- (1) ~~Consistency with the comprehensive plan. All zoning district assignments~~ The PD report and preliminary development plan must be consistent with the comprehensive plan, including, but not limited to the future land use map and future land use element goals, objectives, and policies. ~~The zoning district(s) assigned must be consistent with the land use category of the future land use map.~~
- (2) ~~Land use compatibility. The zoning districts assigned~~ The PD report and preliminary development plan must promote the project's compatibility with adjacent land uses.
- (3) ~~Adequate public facilities. The zoning districts assigned~~ The PD report and preliminary development plan must be consistent with the public facilities and services available to reasonably assure the city that the demand for services necessitated by the intensity of uses allowed will not exceed the adopted levels of services for such public facilities and services.
- (4) ~~Public interest. Zoning districts assigned~~ The PD report and preliminary development plan must not conflict with the public interest and must promote the public health, safety and welfare.
- (5) ~~Consistency with land development regulations. Zoning districts assigned~~ The PD report and preliminary development plan must be consistent with the intent and purpose of this Code, specifically the criteria contained in section 110-388 and the general criteria required of the board of commissioner's review provided in section 110-393 of this Code.

Sec. 110-392. Neighborhood information meeting.

The applicant must hold a neighborhood information meeting with property owners within 300 feet of the proposed development prior to the LPA ~~or board of commissioners~~ considering the application. The neighborhood information meeting must be held at a location and time reasonably convenient to the surrounding property owners to maximize attendance, subject to the following requirements:

- (1) *Notification.* Two weeks prior to the neighborhood information meeting date, the applicant must mail notices of the meeting date, place, and time to all property owners inside a radius of 300 feet from the boundaries of the proposed development parcel, to the board of commissioners, and must post this information prominently on the property. The applicant must inform the city manager or designee of the proposed meeting date, place, and time prior to sending out the notices. The city manager or designee may require a change of date, place, or time due to schedule conflicts or in order to accommodate advertising requirements for upcoming public hearing consideration. The applicant must provide documentation of the mailed notice to the city manager or designee for verification. The city manager or designee may reasonably require additional properties be issued a notice and otherwise post notice of the neighborhood information meeting.
- (2) *Applicant's presentation.* At the neighborhood information meeting, the applicant must explain the proposed preliminary PD development plan and proposed use of the subject property and make a copy of the proposed preliminary PD development plan available for review by meeting attendees. The applicant may also discuss the project's development objectives, design philosophy, and proposed time schedule for completion.
- (3) *Question and answer period.* Upon completion of the presentation, a reasonable time must be reserved for a question and answer period. Questions should be limited to the proposal as presented, not to the

question of whether the site should be developed or redeveloped. The applicant must identify how potential conflicts will be mitigated.

- (4) *Record.* The applicant must provide the city both a written and video record of the neighborhood information meeting, including any ~~representations commitments~~ made by the applicant to the attendees. The applicant must include any applicant representations as required project provisions in the application.

~~Failure to conduct and properly record a the neighborhood information meeting, as outlined above provided above will renders the PD zoning application incomplete, preventing and prevents submission and further review.~~

Sec. 110-393. Review by board of commissioners.

In their analysis of the ~~rezoning PD zoning application and the proposed preliminary~~ development plan submitted pursuant to this division, and prior to official action, the board of commissioners shall consider the recommendation of the local planning agency and ensure the ~~rezoning~~ application is in conformance with the criteria listed in section 110-~~390~~388.

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The board of commissioners shall review the ~~proposed preliminary~~ development plan for general conformance compliance with the provisions of article II, site plans and the following general conditions:

- (1) Land uses within the development shall be appropriate in their proposed location, in their relationships to each other, and in their relationships with uses and activities on adjacent and nearby properties.
- (2) The development shall comply with applicable city plans and planning policies, the comprehensive plan, and shall have a beneficial effect both upon the area of the city in which it is proposed to be established and upon the city as a whole.
- (3) Stipulations of approval of a planned development ~~plan~~ may include requirements to construct improvements, dedicate needed property and easements or contribute money to improvements ~~to of~~ public facilities such as roadways, ~~new~~ medians, sanitary sewer and water facilities, drainage systems facilities, street lighting, landscaping, signage, parks and recreational facilities, walkways and sidewalks, burying of utility lines along abutting rights-of-way or adopted planned streetscape improvements.
- (4) A minimum of a ten-five-foot wide sidewalk shall be provided along any street right-of-way or on private property by easement dedication if the right-of-way is of insufficient width. The board of commissioners can reduce the minimum sidewalk width if there are engineering or environmental limitations making a ten-foot wide sidewalk not feasible.
- (5) The total land area within the development and the area devoted to each functional portion of the development shall be adequate to serve its intended purpose.
- (6) Streets, utilities, drainage systems facilities, landscaping, recreation areas, building heights, size and scales and yards, and vehicular parking and loading facilities shall be appropriate for the particular use involved, and shall equal or exceed the level of design and construction quality required of similar land development elsewhere in the city.
- (7) Visual character and community amenities shall be equal or better in quality than that required by standard a similar development designed within the existing zoning district standards s for similar development prior to rezoning to PD.
- (8) Open space shall be adequate for the type of development ~~and the population density of the proposed development.~~
- ~~(9) Outdoor storage of merchandise or materials shall be prohibited.~~
- ~~(10) Areas proposed for common ownership shall be subject to a reliable and continuing maintenance guarantee.~~
- ~~(11) All existing nonconforming signs or sign structures shall be removed.~~

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~~(1210)~~ In the case of developments, which are to be constructed in several phases, the proposed phases shall be shown on the overall development plan. The proposed construction phases shall individually comply with the standards set forth in this section in order that, if for any reason construction ceases prior to completion of the entire planned development, the resulting partially complete project will adequately serve its purchasers and occupants and will not cause a general public problem. Each phase should be able to be completed entirely such that each phase may be independently provided a Certificate of Occupancy.

Lastly, the board of commissioners must review the ~~plans, drawings, and schematics preliminary for the proposed development plan~~ development plan in detail. Such drawings shall define the physical character of the project, including all building and architectural treatments. The board of commissioners' review will ensure conformance with the following design standards:

- (1) Treatment of the sides and rear of all buildings within the planned development shall be compatible in amenity and appearance to treatment given to street frontages of the same buildings.
- (2) All buildings in the layout and design shall be an integral part of the development and have convenient pedestrian access to and from adjacent uses.
- (3) Individual buildings shall be related to each other in design, mass, materials, placement and connections to provide a visually and physically integrated development.
- (4) Landscape treatments for walkways, plazas, arcades, roads, and service and parking areas shall be designed as an integral part of a coordinated landscape design for the entire project area. The landscape plan submittal shall include the anticipated appearance of the trees and landscape materials after five years of growth to visually provide their size and proportion relative to the proposed buildings, view corridors, curb appeal, pedestrian corridors, etc.
- (5) The project's scale, and the size, color and proportion of building elements, components and materials are appropriate and harmonious with surrounding neighborhood characteristics structures.
- (6) All mechanical equipment, electrical equipment, roof top equipment, refuse areas associated with this project shall not be visible from the public right-of-way be screened.
- (7) Appropriate building materials are being used. The use or employment of any of the following is generally considered inappropriate and will not be permitted unless appropriately integrated into a project meeting all other criteria, including aesthetic criteria, of this article:
 - a. Corrugated metal siding;
 - b. Prefabricated metal buildings or their components;
 - c. Primary colors or black; and
 - d. False windows or doors, unless used on a parking structure or level to blend into the built environment; and
 - ~~e. — Unmodified formula and trademark buildings and structures.~~
- (8) The project's location and design adequately protects or enhances unique site characteristics such as those related to scenic views, natural vistas, waterways or similar features.
- (9) The project appropriately integrates landscape elements into the site plan and building design. Plantings shall be of a size to give the appearance that the project is settled into a mature landscape. The landscape submittal shall include a description of each tree and plant proposed on site by type and details relative to maximum height/size and color at maturity.
- ~~(10) Signage and other building appurtenances are integral components of the building, appropriately scaled, and consistent in character with the building's overall design.~~

~~(11) The project incorporates defensible space concepts of crime prevention through environmental design. A lighting plan shall be provided to review safety considerations for pedestrians and motorists, as well as, environmental impacts.~~

Sec. 110-394. Methods of documenting all approvals and conditions.

All plans, schematics, and conditions of a planned development approval will become part of a development order for the project. The development order shall state with specificity the development plan approved by the board of commissioners. The executed development order shall be recorded in the public records of Pinellas County prior to issuance of any building permit for the project.

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Sec. 110-395. Effect of PD zoning.

Upon the rezoning of land to a PD district, the approved development plan, along with such requirements, safeguards, modifications or stipulations as may have been included by the board of commissioners in its rezoning action shall be substantially complied with relative to the issuance of all building permits, zoning clearances and certificates of occupancy by the city.

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Deviation from the approved development plan or failure to comply with any requirement, safeguard, modification or stipulation imposed by the city at the time of rezoning land to the PD district shall constitute a violation of the Land Development Code, chapter 82.

Sec. 110-396. Changes in development plan.

Standard operating adjustments that do not have to go before the board of commissioners for review includes fences, additional parking, pools, signage, and accessory structures that meet the requirements of the zoning district prior to the rezoning of PD. Minor modifications to an approved development order may be approved by the board of commissioners. A minor modification is one which does not increase the density or intensity of the development to occur upon the property; does not result in a reduction or change of previously approved setbacks, open space or public improvements; does not increase the height of the development to occur upon the property; or does not substantially alter the location of any improvements approved for the site. The PD zoning conditions, or Development Agreement may allow for a percentage of allowances in reduction of height, intensity, and density and/or increase in setbacks and is not considered a minor modification and not required to go before the board of commissioners.

There shall be no other modifications of any approved development order permitted by the board of commissioners, without a public hearing. Any applicant desiring such other modifications to an approved development order or development plan must commence the planned development approval process anew. Any such applicant must pay the applicable fee and submit the application for a modification to the development order. Such application shall be processed in the same manner as the board of commissioners considered the original development plan, including a public hearing. An amended development order issued pursuant to section 110-394 shall reflect any changed or modified approvals and be recorded in the public records of Pinellas County.

Sec. 110-397. Time limitations.

- (a) Upon failure to complete ~~plans, drawings, and schematics for~~ the proposed development plan within six months of the neighborhood information meeting; the application shall be null and void. No further review or processing of that application shall occur and there shall be no refund of the application fee. The city manager may grant an extension of up to three months upon determination that a good faith effort to submit plans has been made.
- (b) Upon failure to complete ~~plans, drawings, and schematics for~~ the proposed development plan within six months of receiving the technical review comments of the city staff and reviewing agencies; the application

shall be null and void. No further review or processing of that application shall occur and there shall be no refund of the application fee or any site plan review fee. The city manager may grant an extension of up to three months upon determination that a good faith effort to submit plans has been made.

- (c) Upon the effective date of an ordinance authorizing a PD district, construction shall commence within 12 months.
- (d) Upon application filed prior to or on the date of commencement set forth in (c), the city manager may grant a one year extension of the commencement date upon a determination that a good faith effort to commence construction prior to the commencement date has been made. The city manager may grant up to three one-year extensions. Thereafter, the board of commissioners by resolution may grant a one-year extension of the commencement date upon a determination that a good faith effort to commence construction prior to the commencement date has been made.
- (e) Upon failure to commence construction within the specified time or failure to comply with Section 104.5 of the Florida Building Code:
 - (1) The ordinance rezoning this site to PD shall be repealed;
 - (2) The zoning for the site shall revert to the zoning classification that existed on the site prior to approval thereof; and
 - (3) No further development shall occur on site and no building permit or development order shall be issued thereafter under the terms of the PD district.
- ~~(f) After the commencement date described in subsection (a), no building permit or development order for a new or expanded structure shall be issued under the terms of the PD district without the board of commissioner's approval. Authorization of the PD district shall not create a right to such issuance.~~
- ~~(g)~~ "Construction" for purposes of this section, shall mean obtaining a building permit for a structure or structures authorized in the PD district and initiating substantial site and structural improvements, not including land clearing, land filling and soil compaction.

~~All time limitations set forth in this section shall be applicable to all PD applications filed with the city, as of September 26, 2006.~~

Secs. 110-398—110-400. Reserved.

Section 2. For purposes of codification of any existing section of the Madeira Beach Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 4. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section 5. The Codifier shall codify the substantive amendments to the Land Development Code of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2024.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

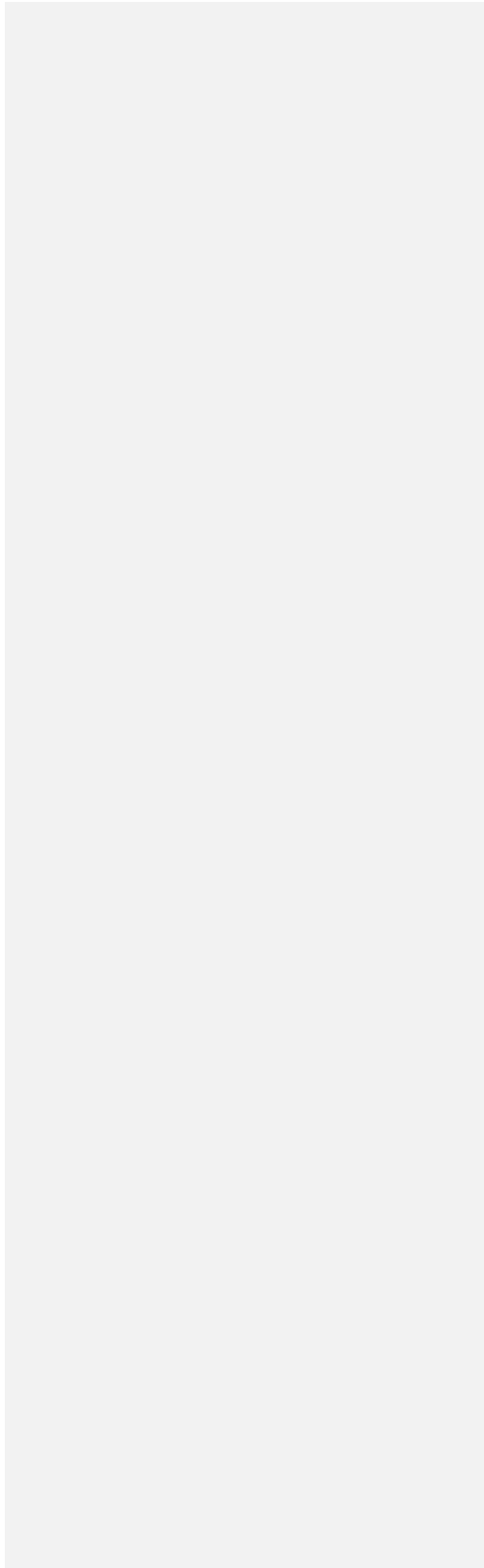
APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____





August 20, 2024

Andrew Morris, AICP
Long Range Planner
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of proposed code amendments (DIVISION 10. PD, PLANNED DEVELOPMENT)

Dear Andrew:

Thank you for submitting the adopted amendments to the County's Land Development Code, regarding revisions to the Planned Development Zoning District section. The amendments are consistent with the Countywide Rules, with comments as follows:

- This ordinance addresses inconsistencies in the existing text, references the Countywide Rules, and updates the standards to reflect current practices.

We recognize that the consistency process is an ongoing one, and if either the County or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

If you have any questions, please feel free to call me at 727-464-5679 or email me at ewennick@forwardpinellas.org.

Sincerely,

Emma Wennick

Emma Wennick
Program Planner

Business Impact Estimate

Proposed ordinance's title/reference:
Ordinance 2024-18: Planned Development

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Madeira Beach hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance 2024-18: Planned Development amends the Planned Development (PD) division in the Madeira Beach Code of Ordinances to fix inconsistencies, reference the Forward Pinellas Countywide Rules, and update the standards in that division to current practices.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No foreseen direct economic impact of the proposed ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No foreseen impact on businesses with the proposed ordinance.

4. Additional information the governing body deems useful (if any):

Chapter 110 Zoning, Article V. Districts, Division 10 PD, Planned Development in the Madeira Beach Code of Ordinances has some inconsistencies that need to be resolved. Ordinance 2024-18 fixes these inconsistencies.

**Memorandum**

Meeting Details: September 30, 2024 – Board of Commissioners Workshop Meeting

Prepared For: Honorable Mayor Brooks and the Board of Commissioners

From: Community Development Department

Subject: Madeira Beach Master Plan Update

Background:

Over the last few months Kimley-Horn and City Staff have been gathering community feedback to help guide the Madeira Beach Master Plan. We received feedback from a public workshop, an online survey, an interactive map, and various community pop-up events.

Discussion:

Kimley-Horn recently gave us a summary document that is an overview of the community feedback we have received. The document includes an overall engagement summary section that has the major themes within the Master Plan Topic Areas based on the community feedback.

Recommendation(s):

City Staff recommends for the Madeira Beach Board of Commissioners to review the Madeira Beach Master Plan Summary Document and give feedback.

Fiscal Impact or Other:

N/A

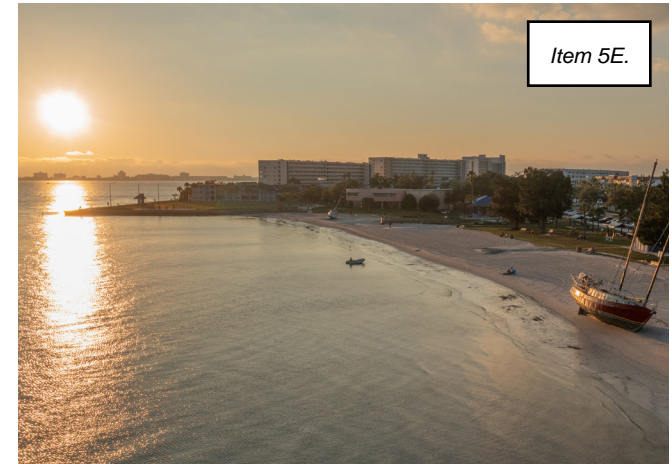
Attachments:

Madeira Beach Master Plan Summary Document

Links:

Madeira Beach Master Plan Survey and Comment Map

<https://madeirabeachfl.gov/master-plan/>



Item 5E.



MADEIRA BEACH MASTER PLAN

Guiding the City Towards a Resilient Future



Working Draft: August 2024

Kimley»Horn
Expect More. Expect Us.



Community Workshop #1 Summary

When: Thursday, June 27th, 2024 from 6 – 7:30pm

Where: Madeira Beach City Hall Chambers

Who attended: Residents, elected officials, the City Manager, and the Project Team (Community Development Department staff and Kimley-Horn staff)

Purpose: To inform those who live, work, and visit Madeira Beach about the new City Master Plan and receive feedback on the community’s vision and ideas for improvements related to new development/redevelopment, transportation/mobility, economic and business development, resiliency, public spaces, and beautification.

Event Summary

The Community Workshop was held in a roundtable format where the Project Team presented an overview of the Master Plan project and then led workshop attendees through a series of questions related to the Master Plan topic areas. Workshop attendees discussed each question posed by the Project Team at their tables and then shared key takeaways from their respective discussions with the whole group. The Project Team recorded responses, asked follow up questions, and encouraged attendees to fill out comment cards to capture feedback that was not shared aloud. Key takeaways and major themes are summarized below and on the following pages.

Major Themes

The following themes emerged from feedback received at the meeting and have been sorted into opportunities and challenges, which will help inform the Master Plan’s overall vision, goals, and recommendations presented in Chapters 4 and 5.

Opportunities

- ▶ Leverage existing recreational amenities for revenue-generating opportunities to promote year-round economic growth
- ▶ More event programming that appeals to diverse groups to generate more engagement and social connection amongst the community
- ▶ Marina improvements to benefit both residents and visitors alike
- ▶ Collaborate with hotels and businesses to provide educational information to visitors to promote stewardship of the City’s coastal resources and transportation safety
- ▶ As new development/redevelopment occurs, work with developers to encourage quality architectural design, green building practices, and the provision of public benefits, such as structured parking garages, green space, and sidewalk improvements

Challenges

- ▶ Concerns over flooding and surface water management due to storm events and sea level rise
- ▶ Need to balance tourism-based economic development with the needs of residents
- ▶ Gulf Boulevard is a physical barrier to accessing the City’s beaches and is not a pedestrian-friendly roadway
- ▶ Transportation infrastructure and utilities in need of upgrades in certain areas
- ▶ Inconsistency in the accessibility of public spaces
- ▶ Difficult to regulate Short Term Rentals, which detract from housing stock and lead to other code violations related to noise and property maintenance



“What do you think of Madeira Beach today and what would you change in the future?”

Workshop attendees were asked to describe how they see Madeira Beach today, what characteristics of the City are important to them, and then describe their vision for the City’s future. The overwhelming response was that **people see Madeira Beach as a small coastal village**, however, many noted that the City is **experiencing growing pains** and is at a cross-roads for what its identity might become. **Among some of the elements that were important to the attendees were the proximity to daily needs and recreational amenities, proximity to neighboring communities, and how the City has retained its character even as growth occurs.** There are many reasons to like Madeira Beach, but its **name-sake beaches, natural beauty, and coastal resources** are what truly stood out to attendees as one of the characteristics they liked the most, as well as the casual, laid-back atmosphere and **friendliness of those who live, work, and visit the City.**

When attendees were asked what they would change and what they would want to see more of, there was a range of answers that covered all of the Master Plan topic areas. **Attendees primarily noted the desire to see small changes that have the potential to have a big impact**, such as improvements to existing recreational amenities, more community events/programming, code enforcement to better regulate noise, litter, and short-term rentals, enhanced landscaping along roadways, and more pedestrian crossings along Gulf Boulevard. Please see pages 12 to 13 for a comprehensive summary of improvements.

Online Engagement

Opportunities to engage virtually were provided throughout the project . The volume of feedback received through online engagement is presented below, with major themes captured in the overall engagement summary on pages 12-13.

Interactive Map

- ▶ **Number of Responses: 25** (August 2024)
 - » Most commented category: Infrastructure and Resiliency

Survey #1: Community Visioning

- ▶ **Number of Responses: 68** (August 2024)
- ▶ **Top 3 priority topic areas** (thus far)
 - » Parks, Recreation, and Public Spaces
 - » Beautification and Placemaking
 - » Sustainability and Resiliency
 - » *(New Development/Redevelopment is overwhelmingly the lowest priority)*

Survey #2: Master Plan Recommendations

- ▶ **Number of Responses:** (TBD)

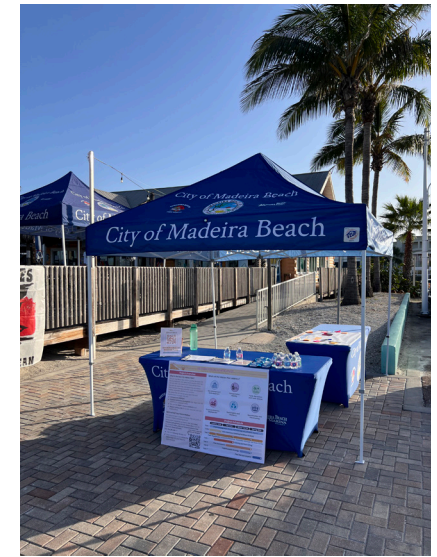


Community Pop-Up Events

Throughout Visioning and Goal Setting phase of the Master Plan, the Project Team employed a “pop-up” engagement strategy where we set up a booth in conjunction with events were already occurring in the City to spread the word about the Master Plan. These pop-up engagements put the Project Team in places where the City’s residents, workers, and visitors already were and offered those who would not typically attend a traditional community workshop or public meeting a quick and casual opportunity to learn about the project and provide feedback. A list of pop-up engagement events is provided below with feedback summarized on pages 12-13.

Pop-Up Engagements

- ▶ Final Friday at John’s Pass Village, July 26, 2024
- ▶ Trash Pirates of Mad Beach August Beach Clean Up, August 3, 2024
- ▶ Final Friday at John’s Pass Village, August 30, 2024
- ▶ Pop-up event #4
- ▶ Pop-up event #5
- ▶ Pop-up event #6



Pop-up engagements afforded the opportunity to receive feedback from a diversity of people: youth, families, retirees, residents, and visitors alike shared their ideas for what they’d like to see the Master Plan address



As attendees of Final Friday at John’s Pass passed by the project booth, they wrote down their vision and ideas for improving the City



The Project Team spent a Saturday morning with the Trash Pirates of Mad Beach at the August Beach Clean Up to hear from volunteers and see the community in action



Commissioner Eddie McGeehen (District 3) stopped by the pop-up booth at Final Friday

A Vision for a Thriving and Sustainable Future

The following quotes are taken directly from written responses gathered through workshop comment cards, pop-up engagement events, and online survey and interactive map responses.

- “A great little beach town geared towards permanent residents while welcoming visitors”*
- “Laid back, quiet, beachy vibes”*
- “Excellence in architecture”*
- “Casual, tropical beach town with lots of green spaces and locally owned businesses”*
- “Better planning for infrastructure and protection against sea level rise”*
- “Classic, small town feel, but updated. A place where you don’t have to be rich to reside, vacation, and enjoy.”*
- “Modern look with a fishing village feel”*

“Family friendly”



What is your vision for Madeira Beach?

- “More cohesion”*
- “Promote logical, planned growth. This growth must protect businesses while acknowledging the needs of residents, as well as taking into account environmental factors and societal needs.”*
- “A safer Gulf Boulevard”*
- “Green space”*
- “Hasn’t been overdeveloped”*
- “Places for new generations”*
- “Pristine beaches, environmentally conscious, easy travel throughout the city, safe”*
- “More focus on beaches, pet friendly. Water fountains, cold non alcoholic drinks, more seating on boardwalk”*
- “Equal opportunities for all who live rent or visit our town.”*



Overall Engagement Summary: Major Themes within the Master Plan Topic Areas



Development/Redevelopment

- ▶ Desire to limit density/intensity and building height; concerns with become “over-developed” and the strains larger, more intense developments could put on infrastructure
- ▶ Controlled and consistent growth is preferred, along with transparency from the City regarding new projects
- ▶ When new development does occur, mixed use developments are preferable, with retail space below and residential in the above stories
- ▶ Additional design standards/guidelines to create a more cohesive look along Gulf Boulevard
 - » Consider creating an architectural review board to create a more cohesive look in major activity centers as new development plans are proposed
- ▶ Limit impervious surface and encourage new development/redevelopment to provide green public spaces



Economic/Business Development

- ▶ Consistent enforcement and permitting of Short Term Rentals
- ▶ Restore working waterfronts and dock access to businesses along the intercoastal waterway in Boca Ciega Bay
- ▶ Become an attractive area for thriving small businesses that support year-round local area residents
 - » More small businesses such as specialty shops, clinics, daycares, and restaurants with outdoor dining
 - » Opportunities for roadside vending and micro-retail, such as produce stands and food trucks
- ▶ More concerts and events that take place throughout the year
- ▶ Leverage Activity Centers as entertainment hubs for both visitors and residents alike
- ▶ Build relationships with small businesses and encourage their involvement in citywide events (e.g., Final Friday, beach clean ups, markets, etc.)



Transportation/Mobility

- ▶ Create a safer Gulf Boulevard that is more comfortable for pedestrians
- ▶ Add more sidewalks (and wider sidewalks) and crosswalks
- ▶ Implementation of protected bike lanes or a separated multi-use path on Gulf Boulevard
- ▶ Install covered bike parking at the beach
- ▶ Slow down traffic at Tom Stuart Causeway/150th Avenue and Gulf Boulevard – needs to be safer for pedestrians
- ▶ Promote use of the Jolley Trolley and post signs with its schedule (as some people don’t bring their phones to the beach)
- ▶ Consider other forms of microtransit, such as the Freebee service



Sustainability and Resiliency

- ▶ Better public outreach regarding hazard mitigation measures, such as how to address flooding and property protection
- ▶ Address the silting of Boca Ciega Bay
- ▶ Continued push to get undergrounding of utilities from Duke Energy
- ▶ Flood mitigation measures such as improved drainage, bioswales, seawalls and raised streets
 - » Significant flooding issues noted from 140th Street to 142nd Avenue between Bayshore Boulevard and Gulf Boulevard
- ▶ Consider a ban on styrofoam and plastic straws
- ▶ Install electric vehicle charging stations powered by solar
- ▶ Improve capacity of sanitary sewer infrastructure



Parks, Recreation, and Public Spaces

- ▶ Improvements to the dog park, such as increased shade structures, water features and wash stations, as well as a more durable turf solution
- ▶ Additional recreational facilities, such as:
 - » Tennis and pickleball courts
 - » Public swimming pool
 - » Playground and/or splash pad on the beach
- ▶ Expand fitness center hours for residents and bring more programming to R.O.C. Park and the rec center
- ▶ More accessibility measures throughout the city's public spaces (such as the mats that run along the beach)
- ▶ A community garden or eco-learning center to provide opportunities for cross-generational interactions and education
- ▶ Develop educational materials and install signage (with an emphasis on graphics as opposed to text) to inform beach-goers about sea turtle nesting and good stewardship of coastal resources



Beautification and Placemaking

- ▶ Improve the entrances to the City with gateway signage, landscaping, and/or public art
- ▶ Install gateway signage at neighborhood entrances
- ▶ Install salt-tolerant, low-maintenance landscaping along major roadways – consider having a dedicated Public Works staff member to keep up with maintenance
- ▶ Plant shade trees along roadways and in R.O.C. Park
- ▶ Repaint existing public structures, such as the bridges and bridge towers
- ▶ Employ local artists to paint murals around the City, such as under the bridge at John's Pass



Memorandum

Meeting Details: September 30, 2024

Prepared For: Hon. Mayor Brooks & Board of Commissioners

Staff Contact: Andrew Laflin, Finance Director

Subject: Amendments to Aclarian Consulting and Software Agreements

Background

Aclarian has provided outsourced Finance Director services for the City since July 2020. Aclarian's contractual services agreement expires at the end of fiscal year 2024 and continues on a month-to-month basis unless terminated by either party with thirty (30) days written notice or extended by a separate agreement. Aclarian has also provided a modern, web-based Enterprise Resource Planning (ERP) software solution to the City, and the City and Aclarian entered into a software license agreement in March 2022.

The amendment to the Aclarian consultant agreement will extend through fiscal year 2025 at a fixed fee of \$8,200 per month. Aclarian will continue to appoint Andrew Laflin to be responsible for assuming the duties of the Director of Finance and City Treasurer, as described in Article V, Section 5.5, of the City's Charter. Mr. Laflin has assumed this position since the inception of Aclarian's services to the City in June 2020.

The amendment to the Aclarian software license agreement will revise the subscription fee structure to a fixed cost of \$38,000 annually instead of a per user fee of \$55 monthly.

Fiscal Impact

The Consultant Agreement stipulates a fixed monthly fee of \$8,200 per month for Finance Director services, which equates to \$98,400. This is a 5.1% increase from the prior year's annual cost of \$93,600. Alternatively, the City's annual cost to hire a full time, including payroll taxes and benefits, could range between \$140,000 and \$160,000 annually.

Currently, the number of users of the Aclarian ERP software could range between 40 and 50 users, which translates to approximately \$28,000 to \$35,000 annually, including additional fees for web applications used, depending on number of users. The amendment to the software license agreement provides for a more simplified fee structure that allows for an unlimited number of users.

Recommendation(s)

Staff recommends approval of the Amendments to the Aclarian Consulting and Software Agreements as presented.

Attachments

- Amendment to Aclarian Consulting Agreement
- Amendment to Aclarian Software Agreement

FIRST AMENDMENT TO CONSULTANT AGREEMENT

THIS FIRST AMENDMENT TO CONSULTANT AGREEMENT ("First Amendment") is entered into between the **City of Madeira Beach**, ("City") and **Aclarian LLC** ("Aclarian" whose address is 4240 W. Morrison Ave., Tampa, FL 33629 (collectively, the "Parties"), on the date that the last of the Parties executes this First Amendment ("Effective Date"):

WHEREAS, the Parties entered into a Consultant Agreement dated November 13, 2023, and effective for an initial term ending on September 30, 2024 ("Agreement"); and

WHEREAS, the Parties wish to modify the terms of the Agreement and renew it for an additional 1-year term;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein the Parties mutually agree that:

1. The term of the Agreement is extended for 1 year, to expire on September 30, 2025.
2. The fixed monthly amount of compensation to be paid to Aclarian will be increased from \$7,800.00 to \$8,200.00.
3. Except as expressly set forth herein, all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed by the City and Aclarian, and each, by the execution of this First Amendment, hereby signifies their intent to be bound thereby.
4. This Amendment may be signed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed and effective on the Effective Date.

Aclarian LLC

City of Madeira Beach, Florida

ANDREW LAFLIN, PRESIDENT *[Signature]*

ROBIN GOMEZ, CITY MANAGER *[Signature]*

DATE

DATE

ATTEST:

Clara VanBlargan, City Clerk

FIRST AMENDMENT TO ACLARIAN SOFTWARE LICENSE AGREEMENT

THIS FIRST AMENDMENT TO ACLARIAN SOFTWARE LICENSE AGREEMENT (“First Amendment”) is entered into between the **City of Madeira Beach**, (“City”) and **Aclarian LLC** (“Aclarian” whose address is 4240 W. Morrison Ave., Tampa, FL 33629 (collectively, the “Parties”), on the date that the last of the Parties executes this First Amendment (“Effective Date”):

WHEREAS, the Parties entered into an Aclarian Software License Agreement (“Agreement”) effective March 1, 2022, and automatically renews on the one-year anniversary of the effective date (the “Agreement”); and

WHEREAS, the Parties wish to modify the terms of the Agreement to modify the subscription fees within Exhibit A of the Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein the Parties mutually agree that:

1. The subscription fees for Standard User Access shall change from \$55 per user per month to a fixed subscription fee of \$38,000 annually for an unlimited number of users.
2. Except as expressly set forth herein, all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed by the City and Aclarian, and each, by the execution of this First Amendment, hereby signifies their intent to be bound thereby.
3. This Amendment may be signed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed and effective on the Effective Date.

Aclarian LLC

City of Madeira Beach, Florida

By: _____
ANDREW LAFLIN, PRESIDENT *[Signature]*

By: _____
ROBIN GOMEZ, CITY MANAGER *[Signature]*

DATE

DATE

ATTEST:

Clara VanBlargan, City Clerk



Memorandum

Meeting Details: September 30, 2024

Prepared For: Hon. Mayor Brooks & Board of Commissioners

Staff Contact: Andrew Laflin, Finance Director

Subject: FY 2024 Audit Engagement Letter

Background

In fiscal year 2020, the City completed a Request for Proposals (RFP) process and selected the audit firm James Moore & Co. to perform auditing services for the City for fiscal years 2020, 2021, and 2022. According to the contract, upon completion of the engagement for the fiscal year 2022 audit, a new engagement can be entered into for two additional one-year periods, at the option of both parties. James Moore & Co. has provided the City with an engagement letter to perform the FY 2024 audit.

Fiscal Impact

The fees for the audit of the financial statements and related services, including expenses, are as follows:

Audit Fee - \$47,500
Preparation of Financial Statements - \$4,750
Single Audit Fee (Per Major Program) - \$3,750

Recommendation(s)

Staff recommends execution of the FY 2024 engagement letter with James Moore & Co.

Attachments

- FY 2024 Audit Engagement Letter from James Moore & Co.

September 25, 2024

To the Honorable Mayor and Board of Commissioners,
City of Madeira Beach, Florida:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Madeira Beach, Florida (the City) as of September 30, 2024, and for the years then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, if applicable, we will audit the City's compliance over major federal award programs and major state projects for the year ended September 30, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs and major state projects.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the City complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Pension and OPEB schedules (as applicable)

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

1. Nonmajor fund combining schedules
2. Budgetary comparison schedules
3. Schedule of revenues and expenditures – Emergency Medical Services
4. Schedule of expenditures of federal awards and state financial assistance (if applicable)

Also, the document we submit to you will include the following other additional information which will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory section
2. Statistical section

Data Collection Form

If applicable, prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility, if the Data Collection Form is applicable. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form, if applicable, is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America (if applicable); the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards* (Uniform Guidance) (if applicable); Section 215.97, Florida Statutes, *Florida Single Audit Act* (if applicable), and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General (if applicable). As part of an audit of financial statements in accordance with GAAS, and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit

evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

Reporting on Key Audit Matters

Management has not requested that we communicate key audit matters in our auditors' report for this fiscal year.

Significant Risks Identified

We have identified the following preliminary significant risks of material misstatement as part of our audit planning, which are being communicated to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Override of internal controls by management
- Improper revenue recognition due to fraud
- Improper use of restricted resources

Our final communication of significant risks identified will take place upon completion of our audit.

Audit(s) of Major Program and/or Major Project Compliance

If applicable, our audit(s) of the City's major federal award program(s) and/or state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs and/or projects in accordance with the Uniform Guidance, Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and/or major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the federal programs as a whole.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major state projects, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the state projects as a whole.

Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects, and performing such other procedures as we consider necessary in the circumstances. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state project. Our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

As part of a compliance audit in accordance with GAAS, and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs and/or major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received;

4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance (if applicable) and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements (if applicable);
6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;
7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the City is managing federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the City complies with federal laws and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and state financial assistance projects;
9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the City and others from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;

City of Madeira Beach, Florida
 September 25, 2024
 Page 7

21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
24. For identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants.
25. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Additional Examination Engagements

You have requested that we examine the City's compliance for the fiscal year ended September 30, 2024, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, *Local Government Investment Policies*
- Section 288.8018, Florida Statutes, *Gulf Coast Audits* (if applicable)

We are pleased to confirm our acceptance and our understanding of this direct examination engagement by means of this letter. Our examination will be conducted with the objective of obtaining reasonable assurance by evaluating whether the City complied in all material respects with the Statutes and performing other procedures to obtain sufficient appropriate evidence to express an opinion in a written practitioner's report that conveys the results of our evaluation.

Practitioner Responsibilities

We will conduct our examination in accordance with the attestation standards established by the AICPA. An examination involves performing procedures to obtain attest evidence about whether the City complied with the Statutes, in all material respects. An examination involves performing procedures to obtain evidence about the City's compliance with the Statutes. The nature, timing, and extent of procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of the underlying subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the underlying subject matter or subject matter information, internal control deficiencies that comes to our attention, unless clearly inconsequential.

Management Responsibilities

Our examination will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For ensuring the City complies with the Statutes;
2. For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of or noncompliance with the Statutes, due to fraud or error;
3. For selecting the criteria for the evaluation of the City's compliance with the Statutes;
4. Determining that such criteria are suitable, will be available to the intended users, and are appropriate for the purpose of the engagement; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to compliance with the Statutes, such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
 - b. Additional information that we may request from management for the purpose of the examination; and
 - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

Reporting

We will issue a written report upon completion of our examination of the City's compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Nonattest Services

We will perform the following nonattest services: preparation of financial statements, preparation of schedule of expenditures of federal awards and state financial assistance and data collection form (if applicable). With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities. The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Andrew Laflin) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the City with regard to different matters, but the City must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards*.

City of Madeira Beach, Florida
 September 25, 2024
 Page 9

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors’ report to the date the financial statements are issued.

Zach Chalifour is the service leader for the audit services specified in this letter. The service leader’s responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

<u>Year Ending September 30,</u>	<u>Audit Fee</u>	<u>Preparation of Financial Statements</u>	<u>Single Audit Fee (per major program)</u>
2024	\$47,500	\$4,750	\$3,750

We anticipate the following timeline for this engagement:

Interim fieldwork	November 2024
Final fieldwork	February 2025
Delivery of final audited financial statements	No later than March 31, 2025

Payments shall be due in accordance with Section 218.70, Florida Statutes, *Local Government Prompt Payment Act*.

This engagement may be terminated by either party for noncompliance with the terms as noted in this engagement letter. The parties will provide 60 days’ notice of their intention to terminate the engagement. Upon completion of this engagement with the audit for the year ended September 30, 2024, a new engagement can be entered into for an additional one-year period, at the option of both parties. Any such engagements will be evidenced by a new engagement letter.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the City’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;

- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

In the normal course of business, we use the services of third-parties and individual contractors, which are not employees of James Moore & Co., P.L. Those services are performed at various levels and in various aspects our engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement we may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require us to handle confidential information and we expect third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, we require those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Your acceptance of this arrangement acknowledges and accepts our handling of confidential information including access by third-party and individual service providers.

Public Records

While we will not and cannot perform hosting services for the City, and therefore do not expect to be in possession of any of the City's original records, with regard to any public records of the City in our possession, pursuant to section 119.0701, Florida Statutes, we shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agree to:

Keep and maintain all public records that ordinarily and necessarily would be required by the City to keep and maintain in order to perform the engagement.

Upon request from the City's custodian of public records, provide copies to the City within a reasonable time and public access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

City of Madeira Beach, Florida
September 25, 2024
Page 11

We will meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in our possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records will be returned to the City in their original form.

IF THE CONTRACTOR (JAMES MOORE & CO., P.L.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-391-9951, cvanblargan@madeirabeachfl.gov, 300 Municipal Drive, Madeira Beach, FL 33708.

All notices and communications required under this proposal shall be in writing and shall be deemed to have been duly given when delivered personally or by registered or certified mail to the following persons:

For the City: Robin Gomez, City Manager
300 Municipal Drive
Madeira Beach, FL 33708

For James Moore & Co., P.L.: Zach Chalifour
121 Executive Circle
Daytona Beach, FL 32114

We appreciate the opportunity to be of service to the City of Madeira Beach, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the City of Madeira Beach, Florida.

By _____

Title _____

Date _____



Memorandum

Meeting Details: September 30th, 2024

Prepared For: Mayor & Board of Commissioners

From: Brian Crabtree, Marina Manager

Subject: Discussion on Docks at ROC Park and Johns Pass Village

Background:

The Madeira Beach Board of Commissioners and City Staff will discuss the feasibility, design, function and public use of docking facilities located at ROC Park and areas of Johns Pass Village.

Fiscal Impact:

The fiscal impact will be determined by the size and design of the project(s).

Recommendation(s):

Staff would recommend floating dock structures for ADA compliance, easier use and public safety.

Attachments

- ⌵ Designs for ROC Park
- ⌵ Speeler Co. 2015 Project Cost
- ⌵ Forward Pinellas Letter of Support
- ⌵ Johns Pass Village Dock Designs
- ⌵ Florida Boating Infrastructure Grant Program Outline
- ⌵ Florida Boating Infrastructure Grant Program Application
- ⌵ Photos of Keegan Clair Docks in City of Indian Rocks Beach

Speeler Foundations, Inc.

6111 142nd Ave North Clearwater, FL 33760

727-535-5735 (Phone) 727-535-6041 (Fax)

Marine Specialty License – License # C-8853 & C-6981

March 22, 2016

City of Madeira Beach
Attn: Dave Marsicano
300 Municipal Dr.
Madeira Beach, FL. 33708

RE: City Hall Docks

Dear Dave,

To purchase the floating docks and construct fixed docks for the City Hall dock project, the cost will be \$1,548,000.00. Docks to be as shown on attached plans prepared by C. Fred Deuel & Associates dated 6/4/15. This price does not include the public fishing pier that is shown.

Please let us know if you have any questions.

Thank you,



Doug Speeler



September 23, 2016

Julia “Alex” Magee, Executive Director
American Planning Association Florida
2017 Delta Boulevard, Suite 201
Tallahassee, FL 32303

Subject: Support for the City of Madeira Beach’s Municipal Complex – Great Places in Florida

Dear Ms. Magee:

On behalf of Forward Pinellas, the metropolitan planning organization and planning council for Pinellas County, I am writing in support of the City of Madeira Beach’s application to recognize the Municipal Complex as a Great Place in Florida.

Madeira Beach is a small, eclectic barrier island city that has seen nearly a century of tourism and commercial fishing, and now embraces new opportunities for growth and redevelopment. Its Municipal Complex, completed last year, has been a transformational project for the city. A collection of aging municipal buildings and ballfields was demolished and replaced with a state-of-the-art civic and recreational campus, providing a central gathering place for the community. The project has already spurred significant new investment in nearby residential and commercial redevelopment.

The centerpiece of the Municipal Complex is the new city hall. Known as the City Centre, it provides an architecturally modern space for public meetings, recreational classes and special events (including some held by Forward Pinellas) while offering sweeping views of the Intracoastal Waterway. Surrounding the City Centre are tournament-level sports fields, a recreation center, a band shell for concerts, playgrounds, tennis courts, a dog park, a modern fire station, and the Gulf Beaches Library. The complex serves as a civic, recreation and entertainment hub for local residents, while also drawing thousands of tourists for special events and concerts.

Madeira Beach is an important member community of Forward Pinellas, and has been a leader in the effort to bring high-quality redevelopment and renewal to the barrier islands. Therefore, we strongly support this application and urge your favorable consideration of the Municipal Complex as a Great Place in Florida.

Sincerely,

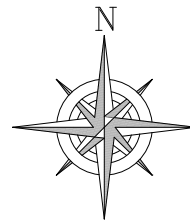
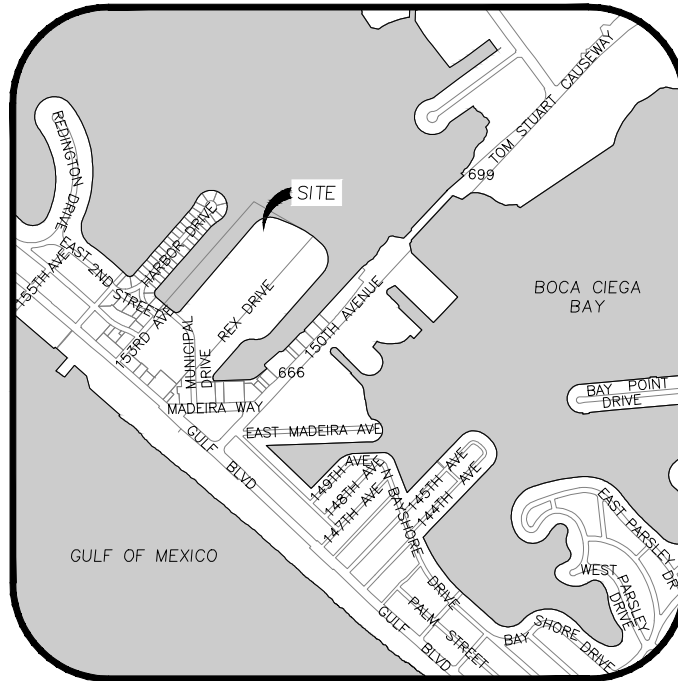
Whit Blanton, FAICP
Executive Director
Forward Pinellas

*MADEIRA BEACH CITY HALL DOCKS
LYING IN SECTION 9, TOWNSHIP 31 SOUTH, RANGE 15 EAST
CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA*

SHEET INDEX:

COVER PAGE 1
 KEY MAP 2
 SITE PLAN 1 - 5 3 - 7
 TURBIDITY CONTROL PLAN 8
 FISHING PIER CROSS SECTION 9
 FIXED DOCK/CATWALK CROSS SECTION ... 10
 FLOATING DOCK CROSS SECTION 11

PROPERTY OWNER:
CITY OF MADEIRA BEACH
300 MUNICIPAL DRIVE
MADEIRA BEACH, FL 33708-1916



VICINITY MAP
NO SCALE

DEUEL & ASSOCIATES
 CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PH 727.822.4151 FAX 727.821.7255
WWW.DEUELENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

I, ALBERT CARRIER, HEREBY CERTIFY AS A LICENSED PROFESSIONAL ENGINEER, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (481) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL ENGINEER TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

ALBERT P. CARRIER, P.E. 53990

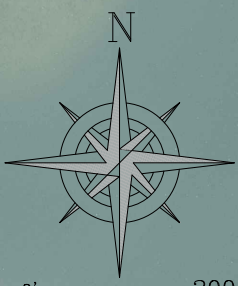
**CITY OF MADEIRA BEACH
CITY HALL DOCKS**

MADEIRA BEACH

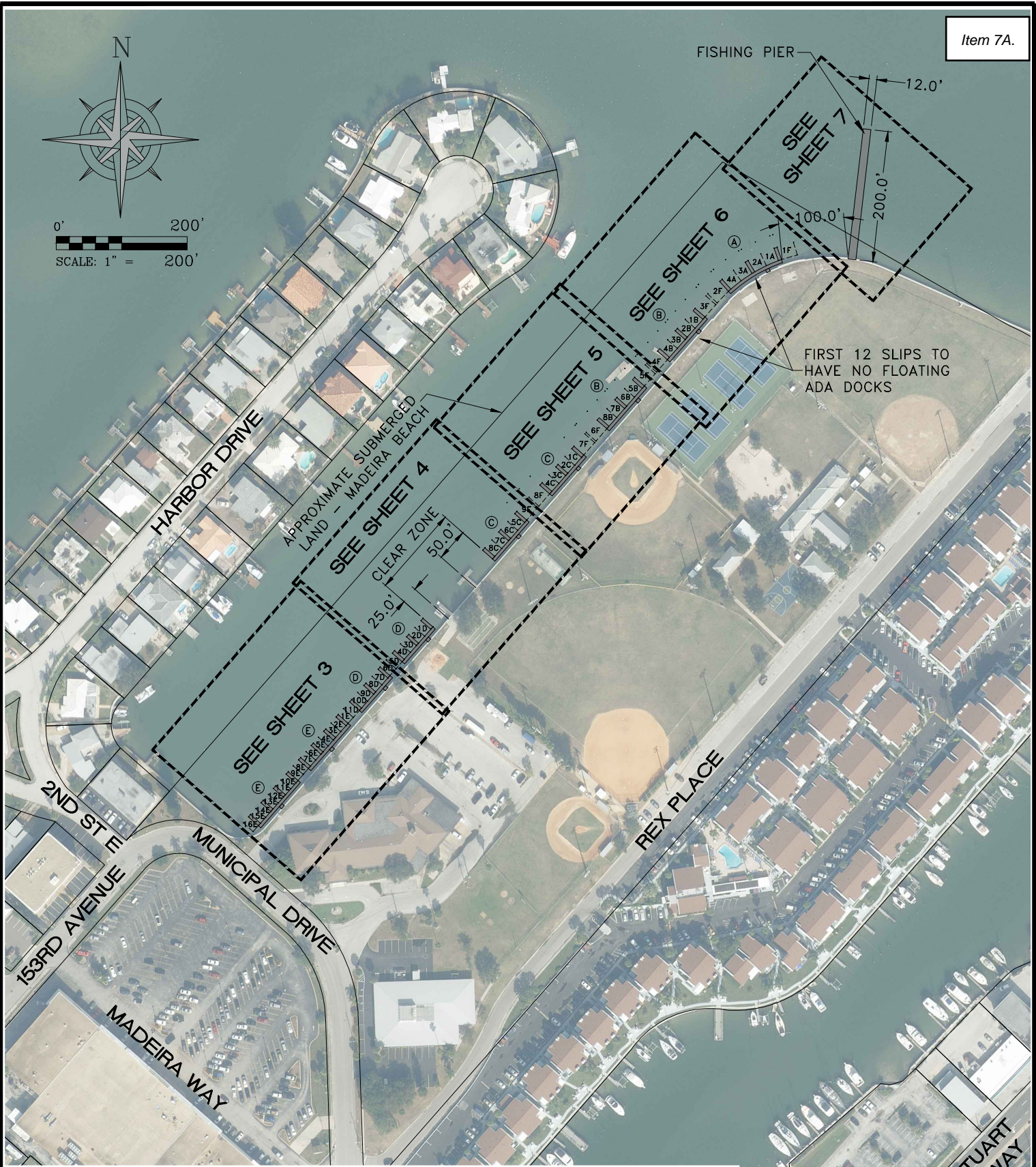
FLORIDA

WORK ORDER	2015-76E
DATE:	6/4/2015
DRAWN:	DES
SCALE:	N/A
SHEET NO. 1	215

Item 7A.



0' 200'
SCALE: 1" = 200'



DEUEL & ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

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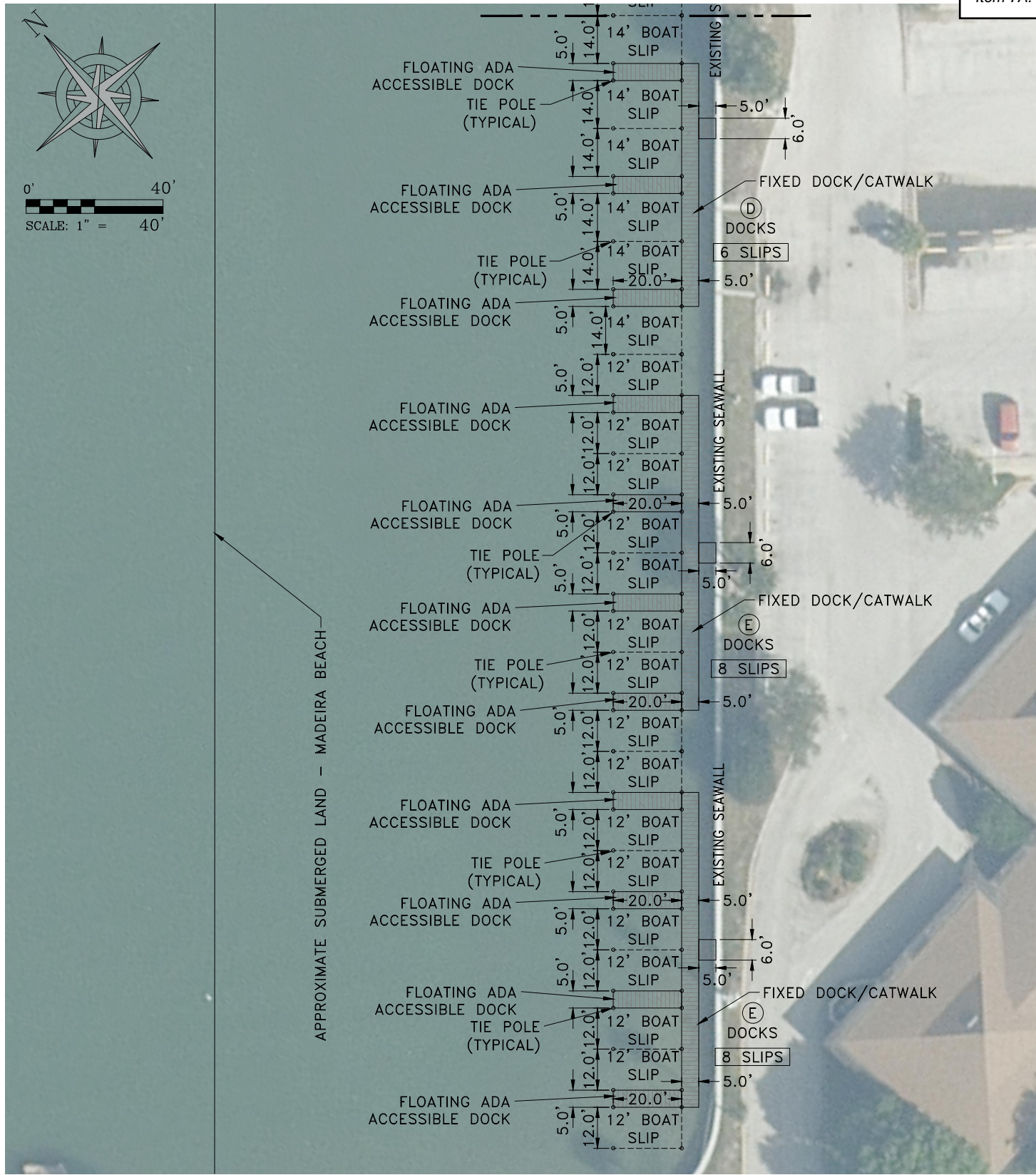
**CITY OF MADEIRA BEACH
CITY HALL DOCKS
KEY MAP**

MADEIRA BEACH

FLORIDA

WORK ORDER	2015-76E
DATE:	6/4/2015
DRAWN:	DES
SCALE: 1" =	
SHEET NO. 2	216

MATCHLINE A



DEUEL & ASSOCIATES
 CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE
 CLEARWATER, FL 33764
 PH 727.822.4151 FAX 727.821.7255
 WWW.DEUENGINEERING.COM
 CERTIFICATE OF AUTHORIZATION NUMBER 26320
 LICENSED BUSINESS NUMBER 107

THIS DOCUMENT IS NOT FULL AND COMPLETE WITHOUT THE ATTACHED REPORT.

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ALBERT P. CARRIER, P.E. 53990

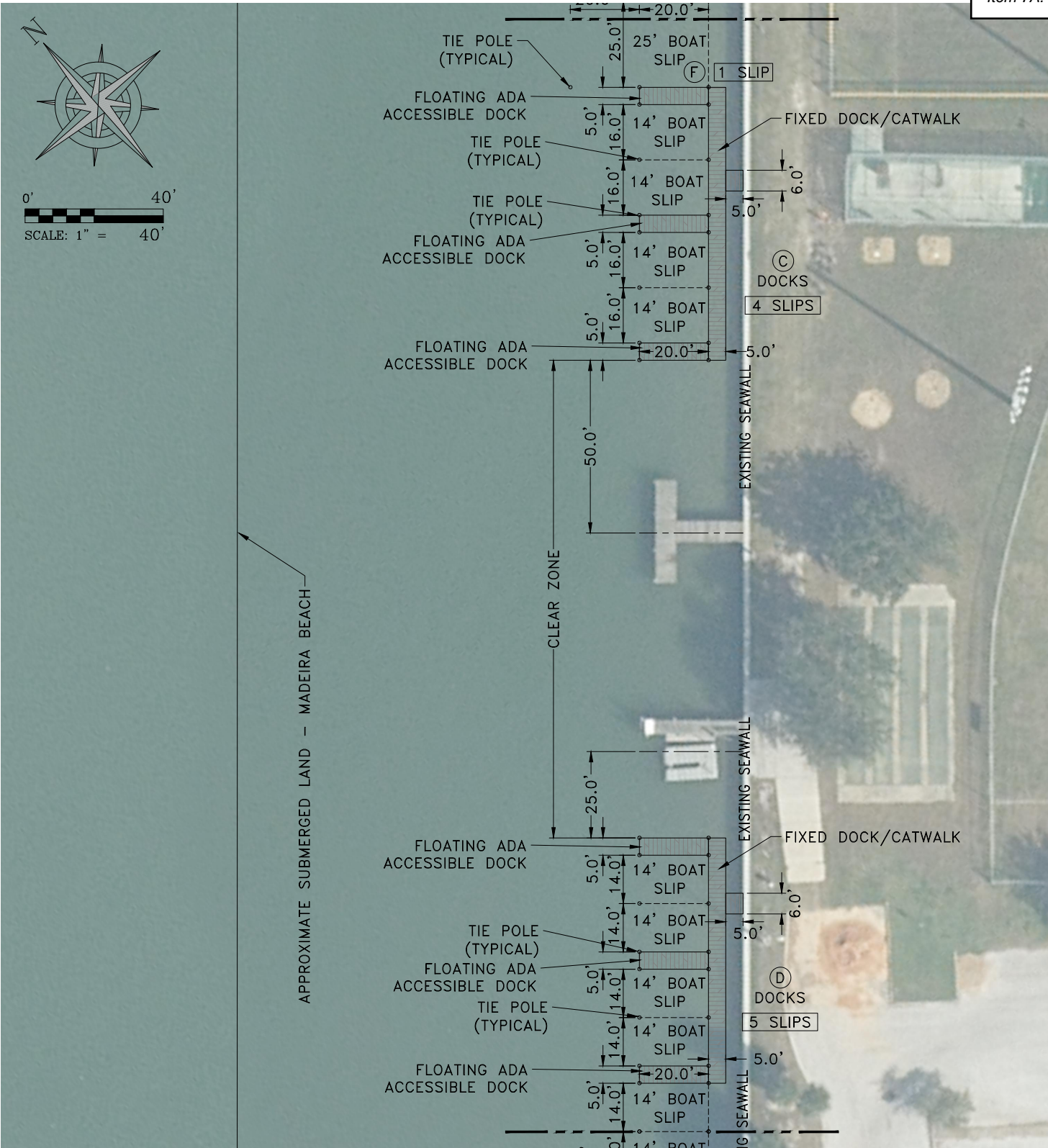
CITY OF MADEIRA BEACH
 CITY HALL DOCKS
 SITE PLAN 1 of 5

MADEIRA BEACH

FLORIDA

WORK ORDER	2015-76E
DATE:	6/4/2015
DRAWN:	DES
SCALE: 1" =	40'
SHEET NO. 3	217

MATCHLINE B



MATCHLINE A

DEUEL & ASSOCIATES
 CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE
 CLEARWATER, FL 33764
 PH 727.822.4151 FAX 727.821.7255
 WWW.DEUELENGINEERING.COM
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 LICENSED BUSINESS NUMBER 107

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ALBERT P. CARRIER, P.E. 53990

CITY OF MADEIRA BEACH
 CITY HALL DOCKS
 SITE PLAN 2 of 5

MADEIRA BEACH

FLORIDA

WORK ORDER	2015-76E
DATE:	6/4/2015
DRAWN:	DES
SCALE:	1" =
SHEET NO. 4	218

MATCHLINE C



MATCHLINE B

DEUEL & ASSOCIATES
 CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE
 CLEARWATER, FL 33764
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 LICENSED BUSINESS NUMBER 107

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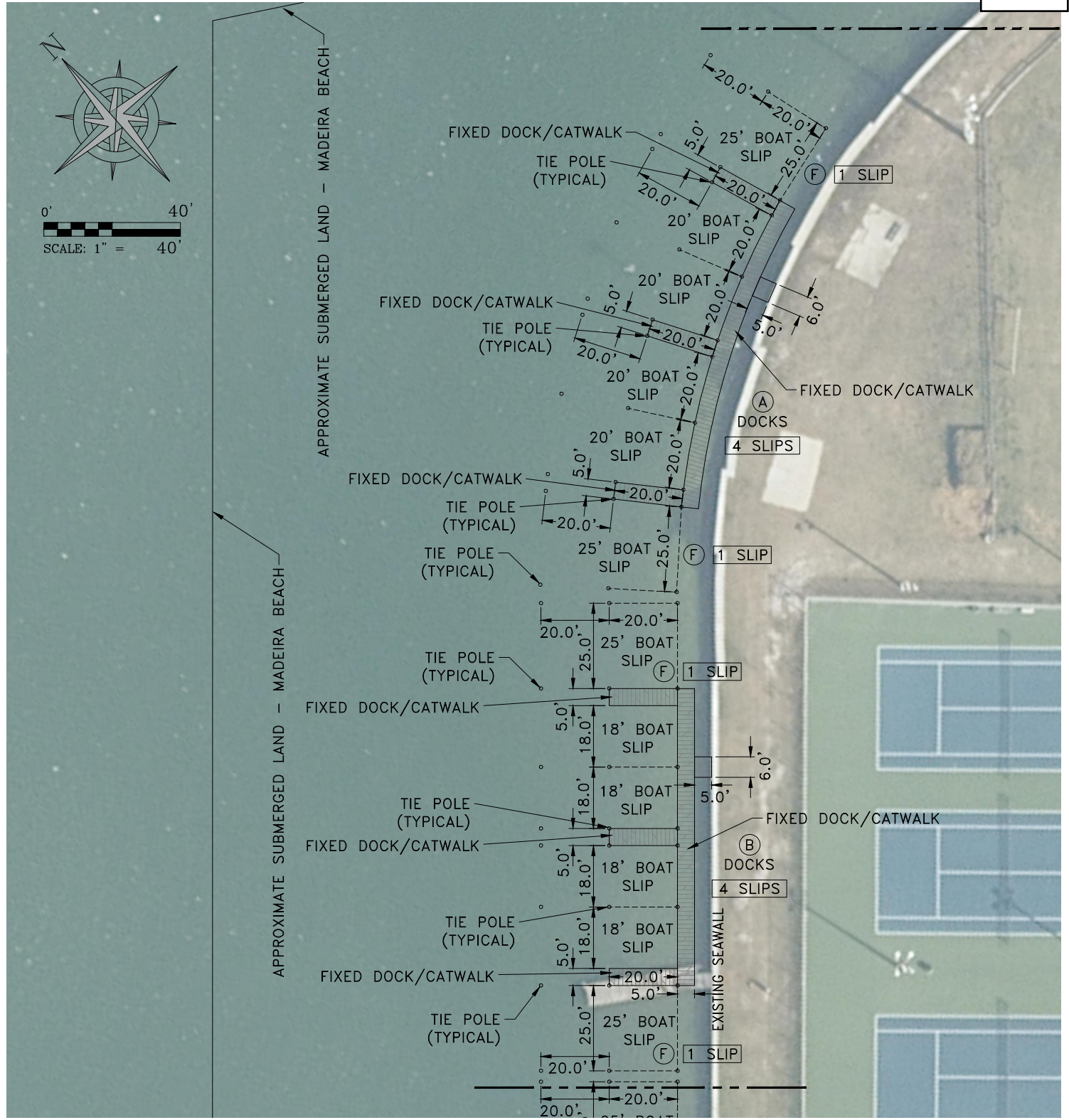
ALBERT P. CARRIER, P.E. 53990

CITY OF MADEIRA BEACH
 CITY HALL DOCKS
 SITE PLAN 3 of 5

MADEIRA BEACH

FLORIDA

WORK ORDER	2015-76E
DATE:	6/4/2015
DRAWN:	DES
SCALE: 1" =	219
SHEET NO. 5	



MATCHLINE C

DEUEL & ASSOCIATES
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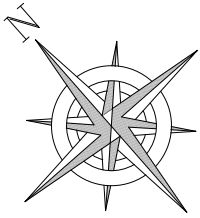
ALBERT P. CARRIER, P.E. 53990

**CITY OF MADEIRA BEACH
 CITY HALL DOCKS
 SITE PLAN 4 of 5**

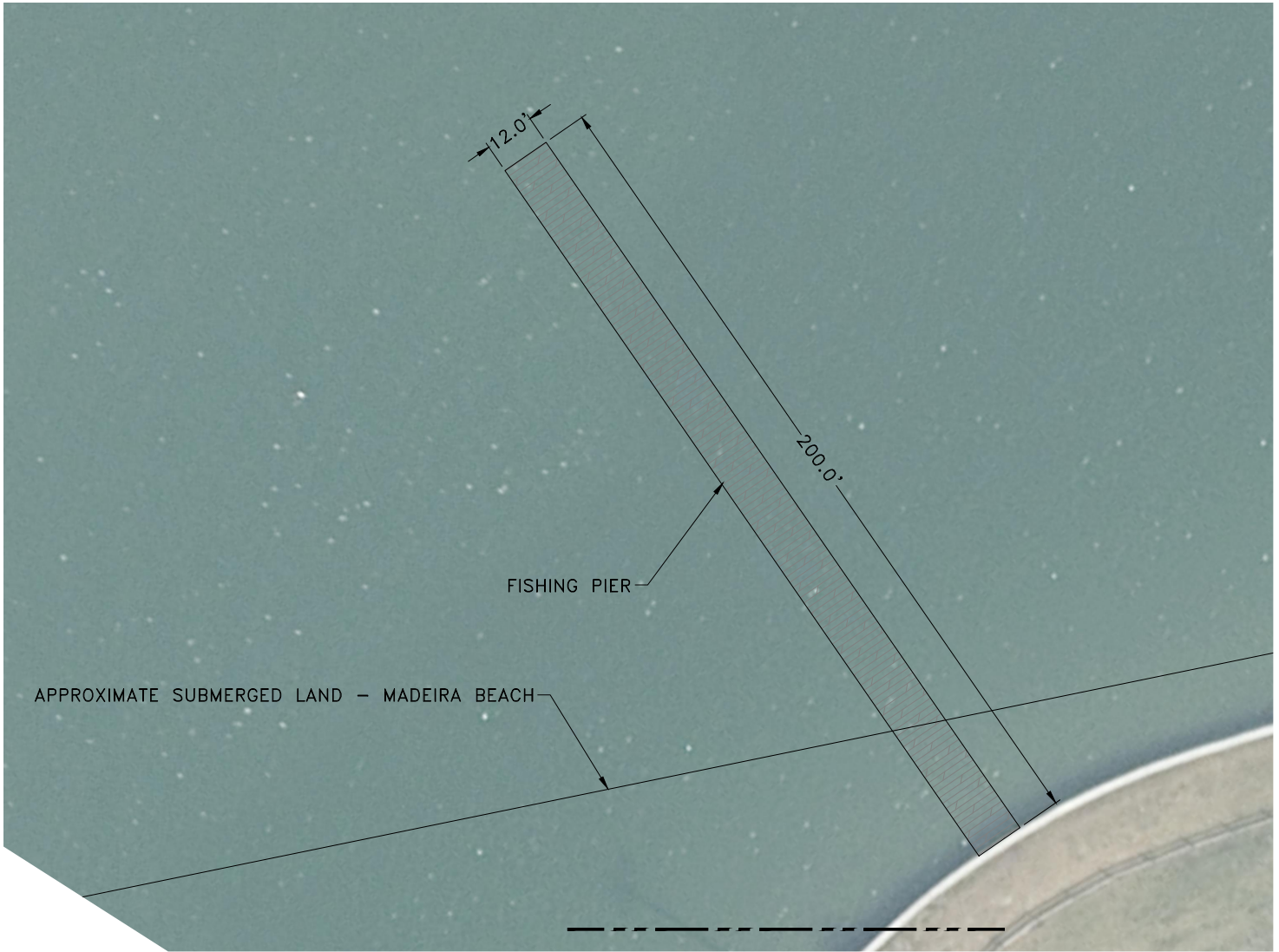
MADEIRA BEACH

FLORIDA

WORK ORDER	2015-76E
DATE:	6/4/2015
DRAWN:	DES
SCALE: 1" =	220
SHEET NO. 6	



0' 40'
SCALE: 1" = 40'



MATCHLINE D

NOTES:
1.

DEUEL & ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PH 727.822.4151 FAX 727.821.7255
WWW.DEUELENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

THIS DOCUMENT IS NOT FULL
AND COMPLETE WITHOUT THE
ATTACHED REPORT.

I, ALBERT CARRIER, HEREBY CERTIFY AS A LICENSED PROFESSIONAL ENGINEER, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (481) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL ENGINEER TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

ALBERT P. CARRIER, P.E. 53990

CITY OF MADEIRA BEACH
CITY HALL DOCKS
SITE PLAN 5 of 5

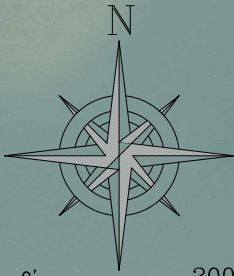
MADEIRA BEACH

FLORIDA

WORK ORDER	2015-76E
DATE:	6/4/2015
DRAWN:	DES
SCALE:	1" =
SHEET NO. 7	221

CONSTRUCT 1777 LF OF
FLOATING TURBIDITY BARRIER

Item 7A.



0' 200'
SCALE: 1" = 200'



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CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

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ALBERT P. CARRIER, P.E. 53990

CITY OF MADEIRA BEACH
CITY HALL DOCKS
TURBIDITY CONTROL PLAN

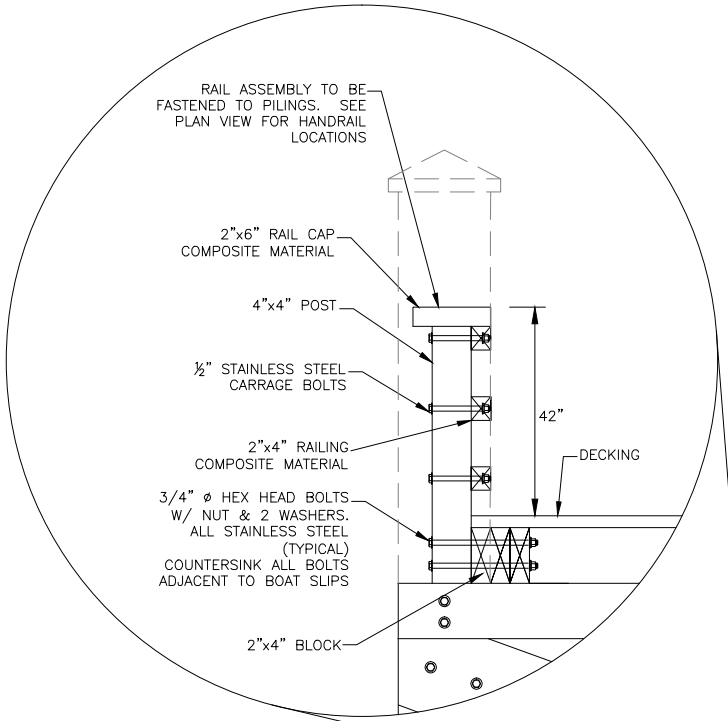
MADEIRA BEACH

FLORIDA

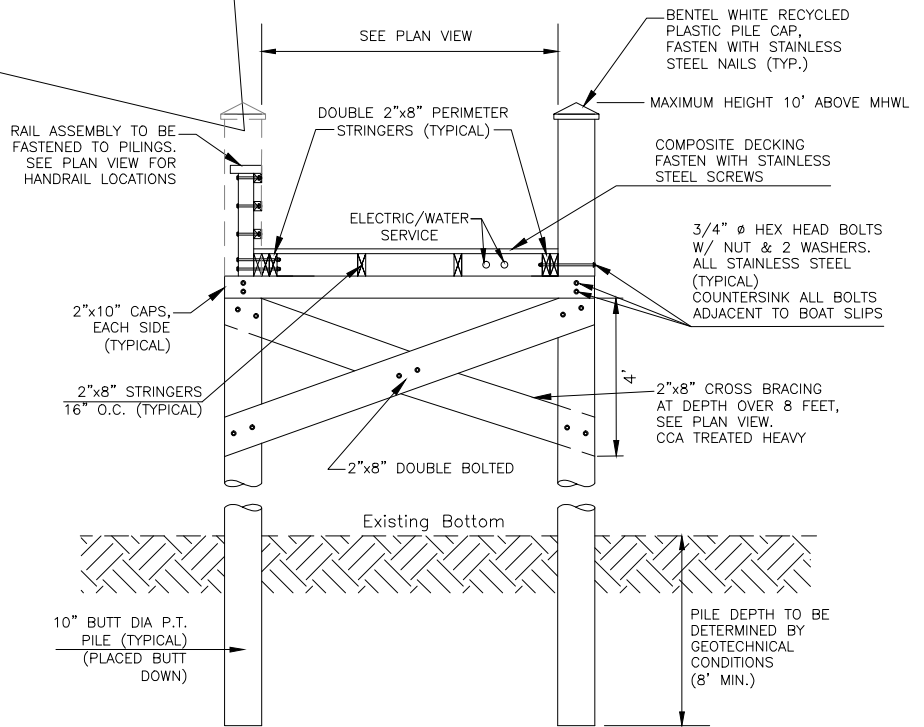
WORK ORDER	2015-76E
DATE:	6/4/2015
DRAWN:	DES
SCALE: 1" =	
SHEET NO. 8	222

GENERAL NOTES:

1. ALL CONSTRUCTION TO MEET OR EXCEED PINELLAS COUNTY LAND DEVELOPMENT CODE SECTION 166.
2. ELEVATION OF DECK TO MATCH EXISTING BULKHEAD.
3. PILING SPACING (CENTER TO CENTER) TO BE 10 FEET NOMINAL, NOT TO EXCEED 12 FEET.
4. NAIL ALL JOINTS WITH 30D GALVANIZED NAILS BEFORE BOLTING.
5. SCREW DECKING TO EACH STRINGER WITH SS #504 SCREWS.
6. ALL BOLTS, NUTS & WASHERS SHALL BE SS #504.
7. ALL TIMBER PILES SHALL BE SOUTHERN PINE GRADE ONE (1) & TREATED 2.5 P.C.F. OF C.C.A. (10" MINIMUM BUTT DIAMETER).
8. ALL PILINGS TO BE SEATED WITH FREE FALLING HAMMER LAST 2 FEET MINIMUM.
9. ALL FRAMING, CAPS AND STRINGERS SHALL BE SOUTHERN PINE GRADE ONE (1), FINISHED RS, & TREATED W/0.6 OF C.C.A.
10. STRINGER LAP JOINTS = 4 FEET MIN. FOR DOUBLE STRINGERS.
11. 2 FEET MIN. FOR INTERMEDIATE STRINGERS.
12. ALL PLANKS AND POSTS SHALL BE SOUTHERN PINE GRADE ONE (1), FINISHED S4S AND TREATED WITH 0.4 P.C.F. OF C.C.A.
13. ALL PERIMETER FRAMING TO BE DOUBLE 2"x10".



NOTE: COMPOSITE DECKING AND RAILING TREX TRANSCEND, "ROPE SWING", 2"x6"



FISHING PIER CROSS-SECTION

Scale: NTS



565 SOUTH HERCULES AVENUE
 CLEARWATER, FL 33764
 PH 727.822.4151 FAX 727.821.7255
 WWW.DEUELENGINEERING.COM
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ALBERT P. CARRIER, P.E. 53990

**CITY OF MADEIRA BEACH
 CITY HALL DOCKS
 FISHING PIER CROSS-SECTION**

MADEIRA BEACH

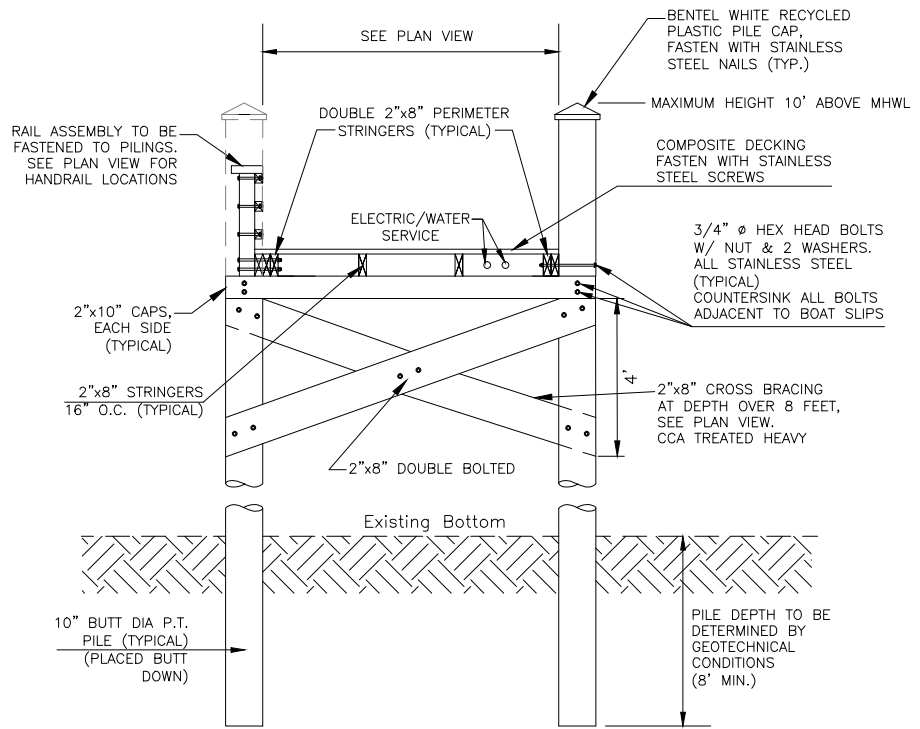
FLORIDA

WORK ORDER	2015-76E
DATE:	6/4/2015
DRAWN:	DES
SCALE:	N/A
SHEET NO. 9	223

GENERAL NOTES:

1. ALL CONSTRUCTION TO MEET OR EXCEED PINELLAS COUNTY LAND DEVELOPMENT CODE SECTION 166.
2. ELEVATION OF DECK TO MATCH EXISTING BULKHEAD.
3. PILING SPACING (CENTER TO CENTER) TO BE 10 FEET NOMINAL, NOT TO EXCEED 12 FEET.
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13. ALL PERIMETER FRAMING TO BE DOUBLE 2"x10".

NOTE: COMPOSITE DECKING TREX TRANSCEND, "ROPE SWING", 2"x6"



FIXED DOCK/CATWALK CROSS-SECTION

Scale: NTS



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ALBERT P. CARRIER, P.E. 53990

CITY OF MADEIRA BEACH
 CITY HALL DOCKS
 FIXED DOCK/CATWALK
 CROSS-SECTION

MADEIRA BEACH

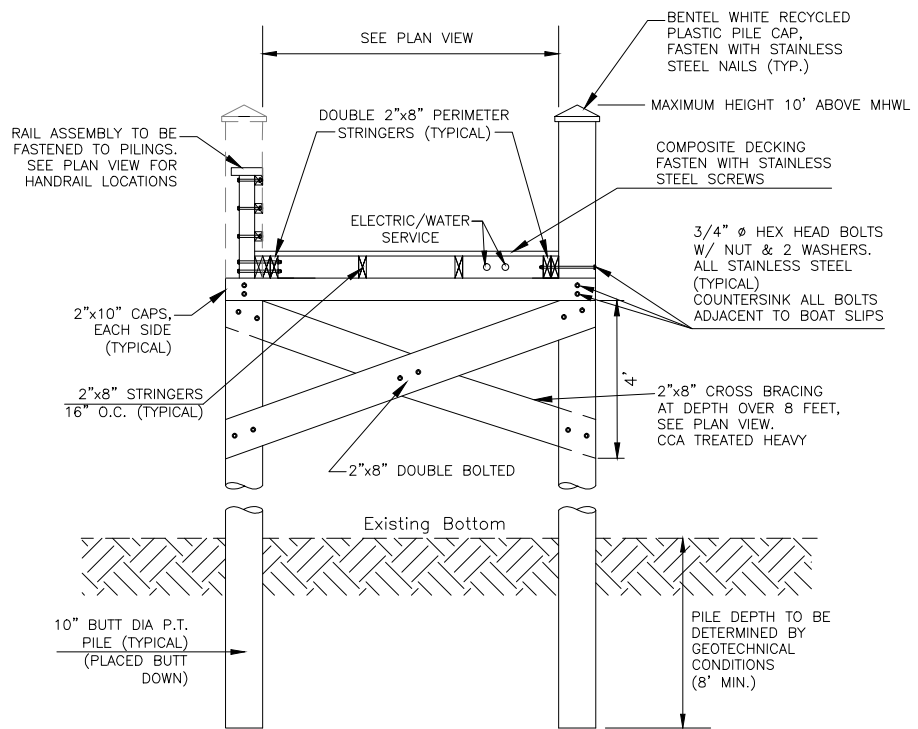
FLORIDA

WORK ORDER	2015-76E
DATE:	6/4/2015
DRAWN:	DES
SCALE:	N/A
SHEET NO. 10	224

GENERAL NOTES:

1. ALL CONSTRUCTION TO MEET OR EXCEED PINELLAS COUNTY LAND DEVELOPMENT CODE SECTION 166.
2. ELEVATION OF DECK TO MATCH EXISTING BULKHEAD.
3. PILING SPACING (CENTER TO CENTER) TO BE 10 FEET NOMINAL, NOT TO EXCEED 12 FEET.
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NOTE: COMPOSITE DECKING TREX TRANSCEND, "ROPE SWING", 2"x6"



FLOATING DOCK CROSS-SECTION

Scale: NTS



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 CLEARWATER, FL 33764
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ALBERT P. CARRIER, P.E. 53990

CITY OF MADEIRA BEACH
 CITY HALL DOCKS
 FLOATING DOCK CROSS-SECTION

MADEIRA BEACH

FLORIDA

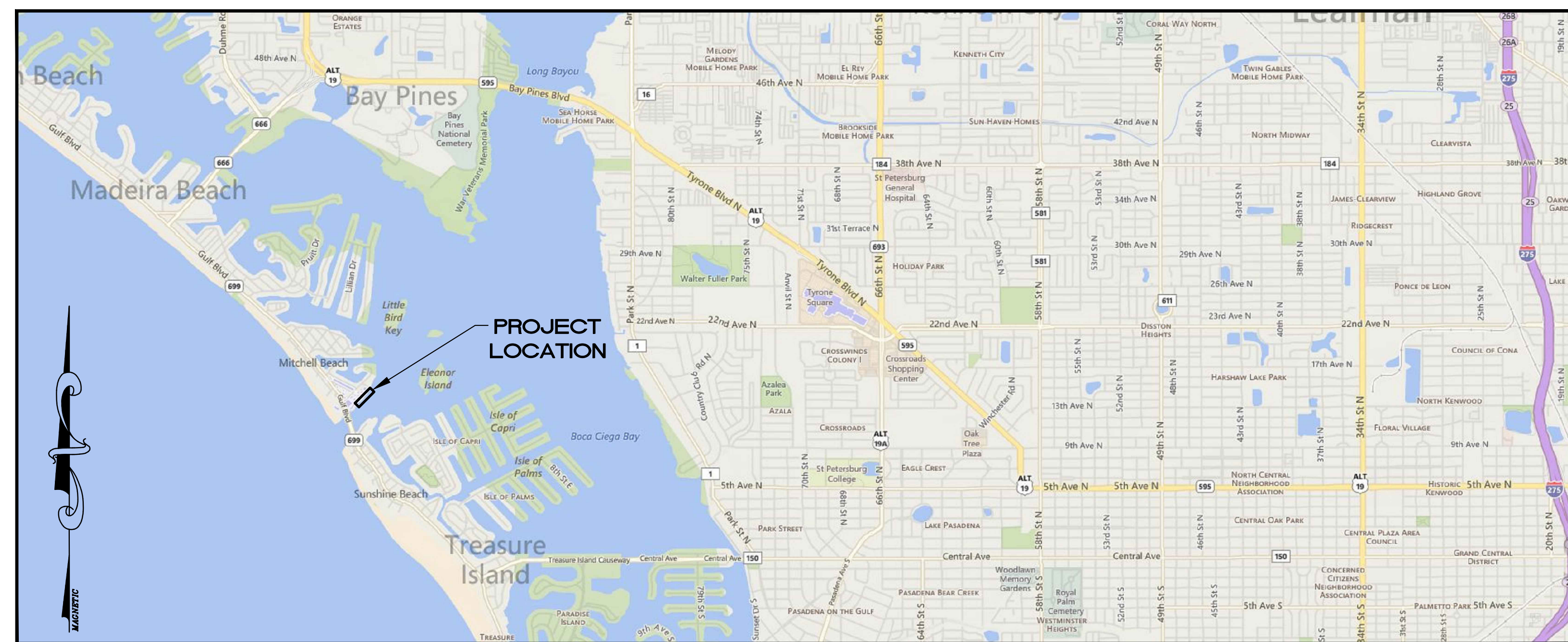
WORK ORDER	2015-76E
DATE:	6/4/2015
DRAWN:	DES
SCALE:	N/A
SHEET NO. 11	225

DOCK CONSTRUCTION PLANS FOR JOHN'S PASS BOARDWALK CITY OF MADEIRA BEACH MADEIRA BEACH, FLORIDA

INDEX OF DRAWINGS

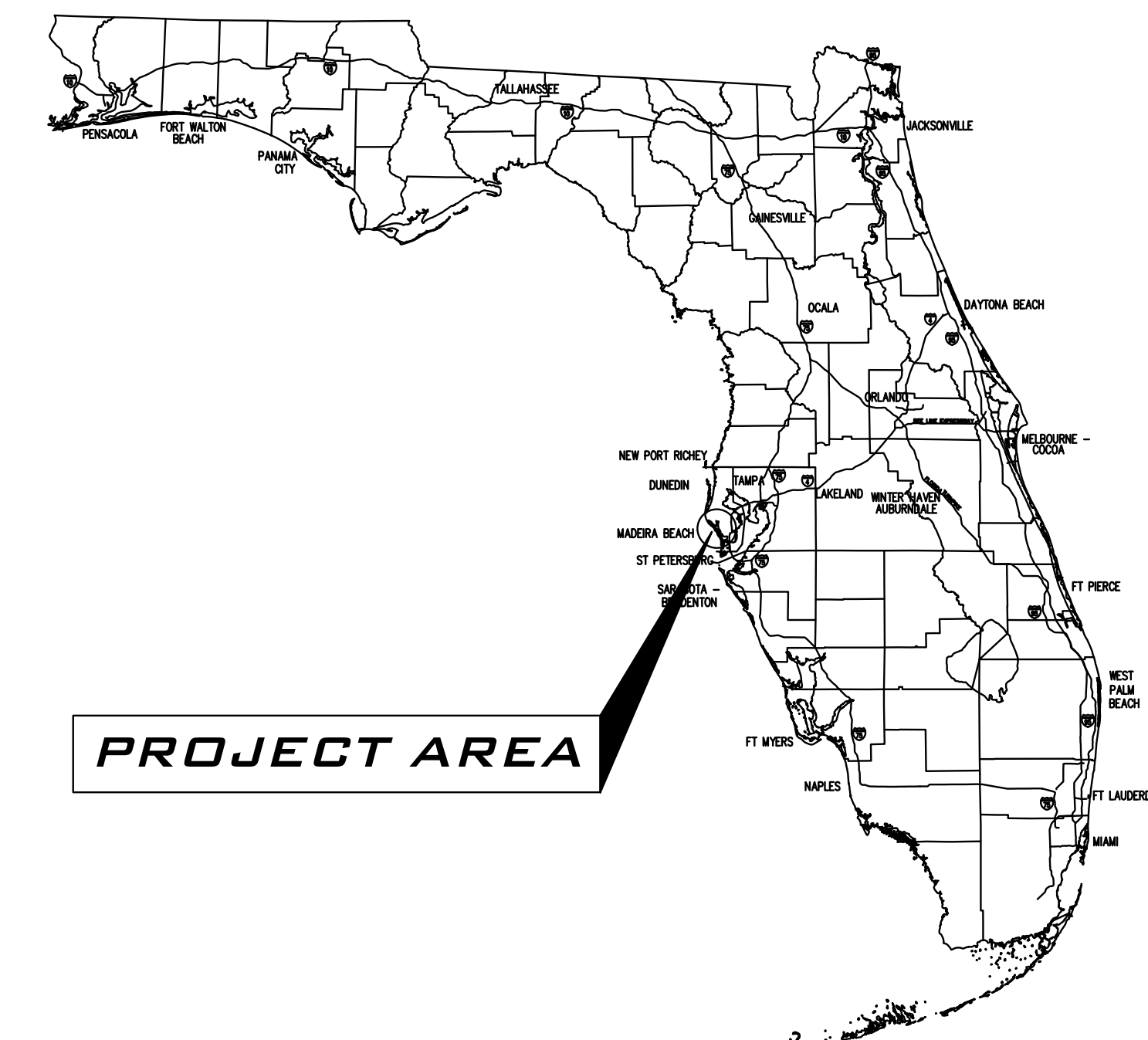
DRAWING TITLE	SHEET NO.
COVER SHEET	1
EXISTING CONDITIONS	2
SITE PLAN	3
DETAILS	4-5

VICINITY MAP



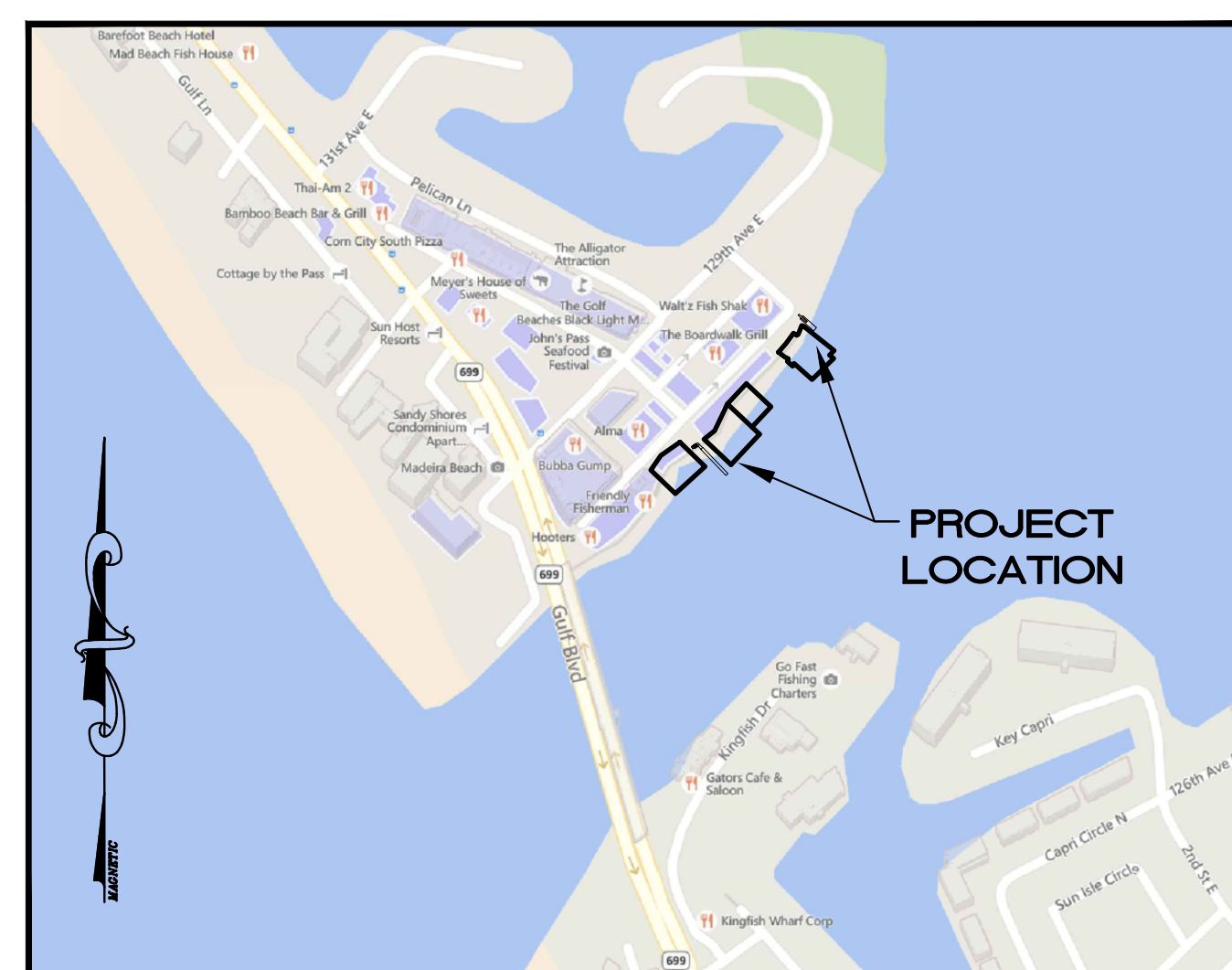
SECTION 15, TOWNSHIP 31 S, RANGE 15 E
PINELLAS COUNTY, FLORIDA

LOCATION MAP



PROJECT AREA

LOCATION MAP

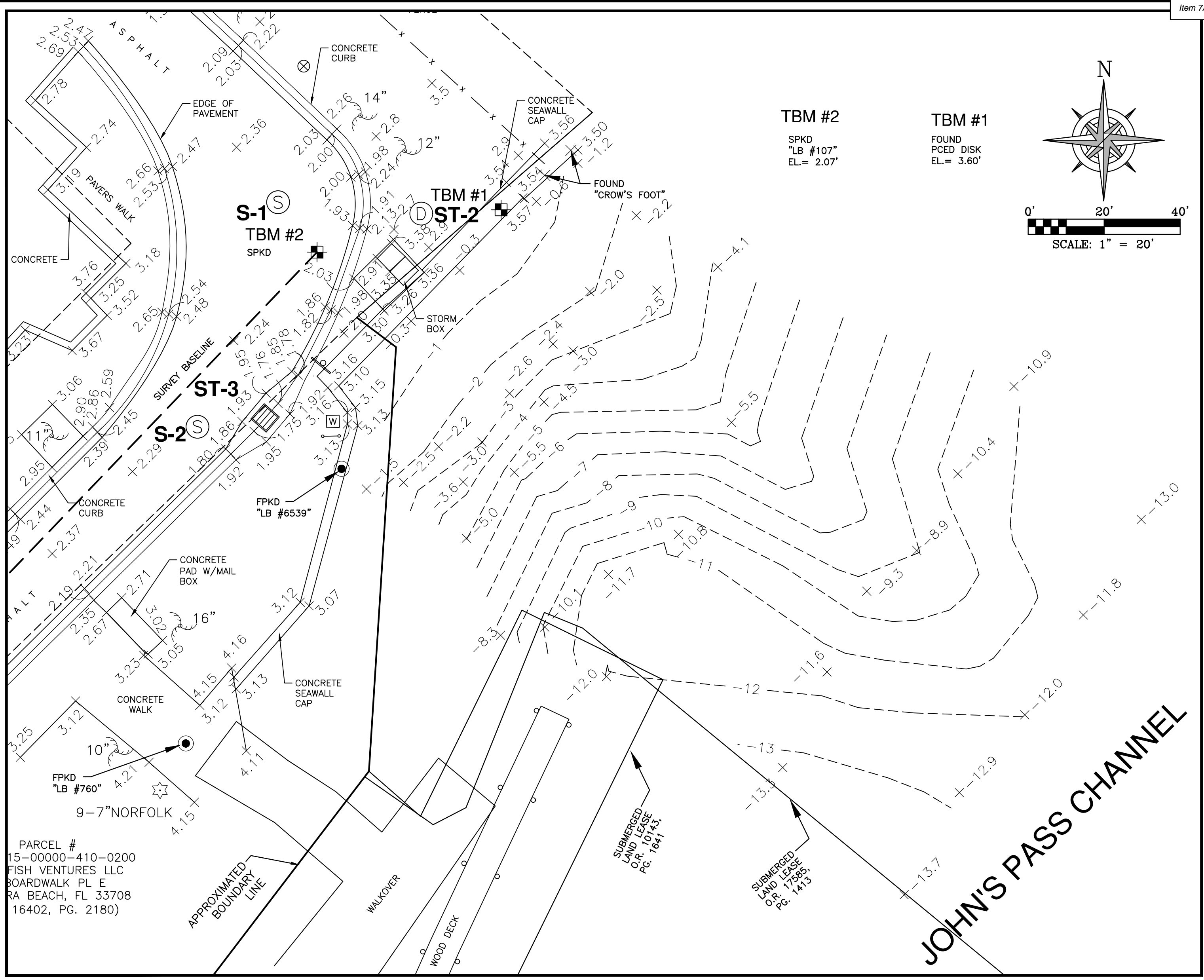
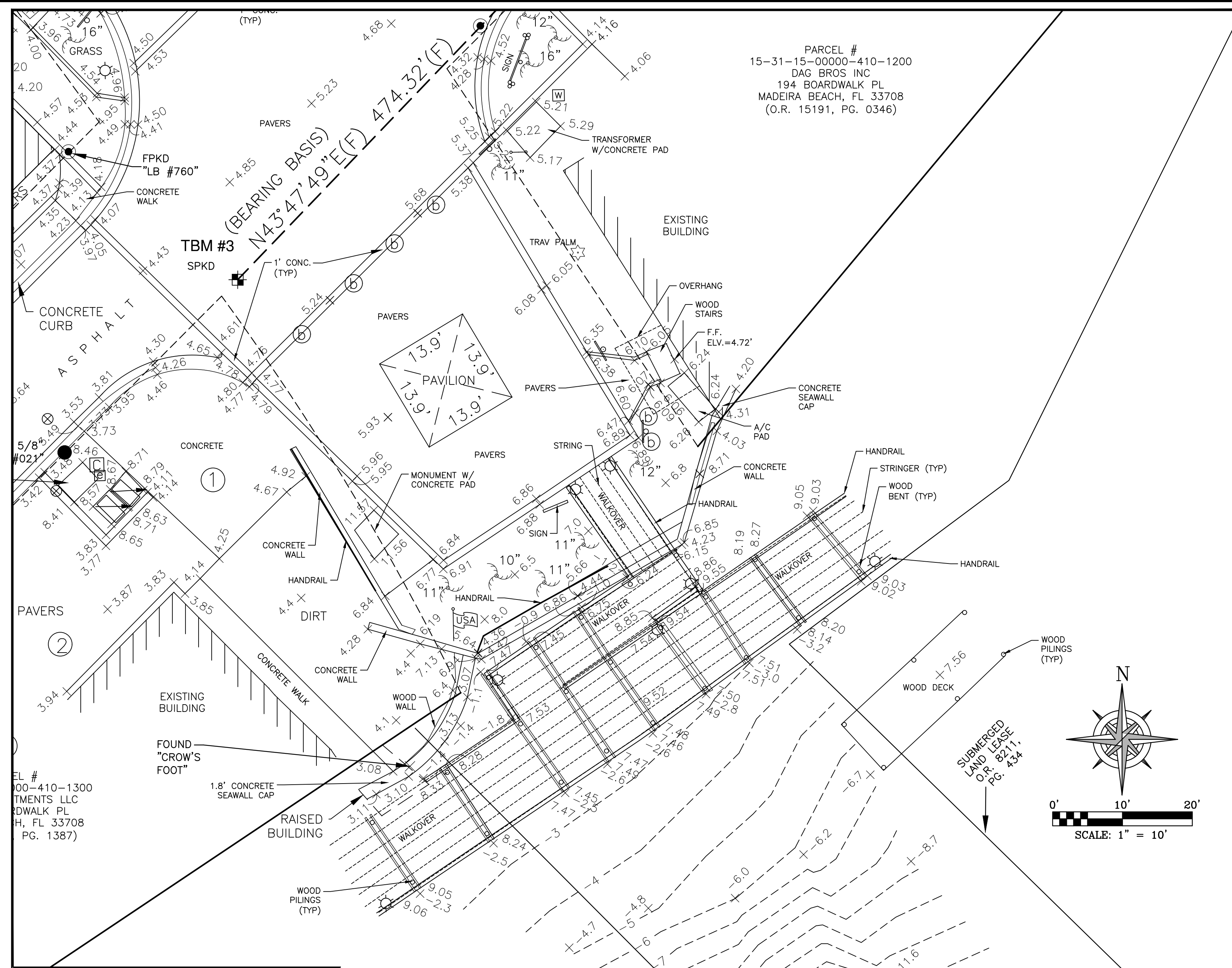


PREPARED FOR
CITY OF MADEIRA BEACH
300 MUNICIPAL DRIVE
MADEIRA BEACH, FL 33708

90% DESIGN PLANS



565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
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LICENSED BUSINESS NUMBER 1 07



SYMBOL LEGEND	
—	BACK FLOW PREVENTION DEVICE
⊙	BOLLARD
⊕	BURIED IRRIGATION WATER MAIN
⊞	CABLE T.V. BOX
⊞	CABLE T.V. HAND HOLE
⊞	CABLE T.V. UTILITY POLE
⊞	CLEANOUT
⊞	CONCRETE LIGHT POST
⊞	CONCRETE MONUMENT
⊞	CONCRETE MONUMENT (SET)
⊞	CROSS WALK POLE
⊞	CYPRESS
⊞	ELECTRONIC CONTROL BOX
⊞	ELECTRIC HAND HOLE
⊞	ELECTRIC MANHOLE
⊞	ELECTRIC METER
⊞	ELECTRIC TRANSFORMER
⊞	ELM
⊞	FENCE
⊞	FIRE HYDRANT
⊞	FLAG POLE
⊞	FORCE MAIN AIR RELEASE VALVE
⊞	FORCE MAIN GATE VALVE
⊞	GAS AIR RELEASE VALVE
⊞	GAS METER
⊞	GAS VALVE
⊞	GRATE INLET
⊞	GUY WIRE ANCHOR
⊞	HANDICAP PARKING SPACE
⊞	IRON PIPE (FOUND)
⊞	IRON PIPE (SET)
⊞	IRON ROD (FOUND)
⊞	IRON ROD (SET)
⊞	IRRIGATION CONTROL VALVE
⊞	IRRIGATION WATER METER
⊞	IRRIGATION WATER VALVE
⊞	LIFT STATION
⊞	LIGHT POLE
⊞	MAG NAIL AND DISK (SET)
⊞	MAIL BOX
⊞	MITERED END-SECTION
⊞	MONITORING WELL
⊞	OAK
⊞	PALM
⊞	PECAN
⊞	P.K. NAIL & DISK (FOUND)
⊞	P.K. NAIL & DISK (SET)
⊞	POWER & LIGHT POLE
⊞	POWER/UTILITY WOOD POLE
⊞	RAILROAD SAFETY ARM
⊞	RAILROAD SIGN
⊞	RAILROAD SPIKE (FOUND)
⊞	RECLAIMED WATER METER
⊞	RECLAIMED WATER VALVE
⊞	RED MAPLE
⊞	SANITARY MANHOLE
⊞	SANITARY SEWER CLEANOUT
⊞	SIGN
⊞	SIGNAL CONTROL BOX
⊞	STORM CLEAN-OUT
⊞	STORM SEWER MANHOLE
⊞	TELEPHONE PEDESTAL
⊞	TELEPHONE UTILITY POLE
⊞	TEMPORARY BENCHMARK
⊞	TRAFFIC SIGNAL JUNCTION BOX
⊞	WATER METER
⊞	WATER VALVE
⊞	WATER VAULT
⊞	X-CUT (FOUND)
⊞	YARD DRAIN

JOHN'S PASS CHANNEL

SOUTH END OF BOARDWALK

NORTH END OF BOARDWALK

90% DESIGN PLANS

REV.#	DATE	REVISION	BY	CHECKED

DESIGN: BAB
 DRAWN: DES
 CHECKED: APC

DEUEL & ASSOCIATES
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 CLEARWATER, FL 33764
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 LICENSED BUSINESS NUMBER 107

JOHN'S PASS BOARDWALK
 EXISTING CONDITIONS

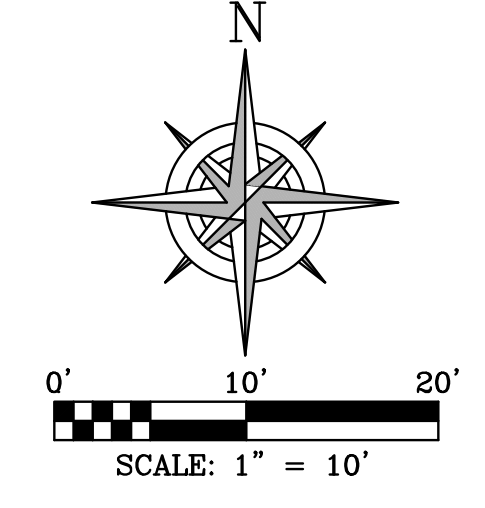
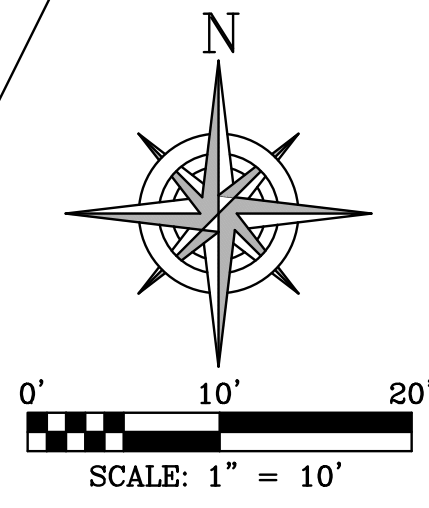
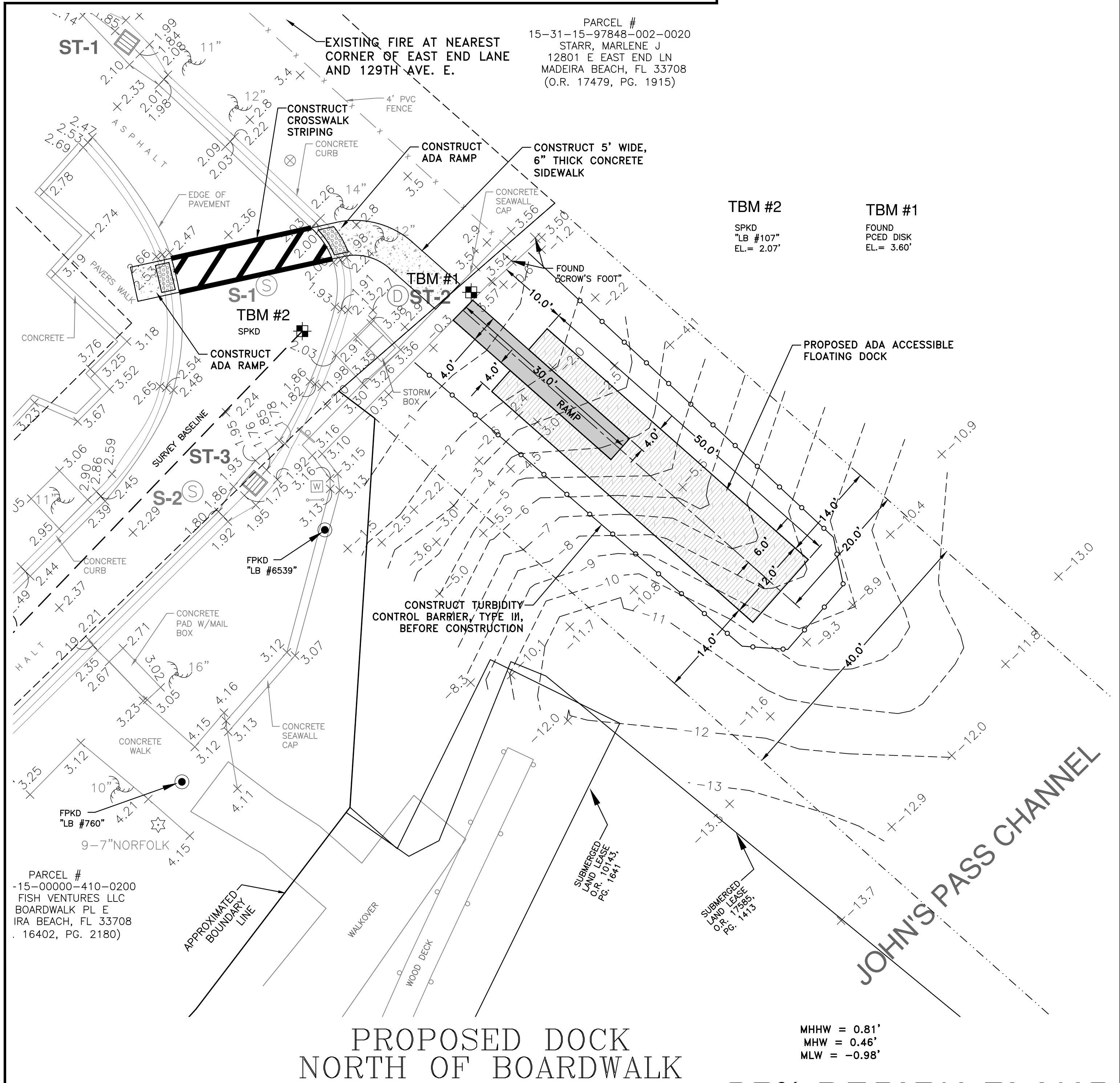
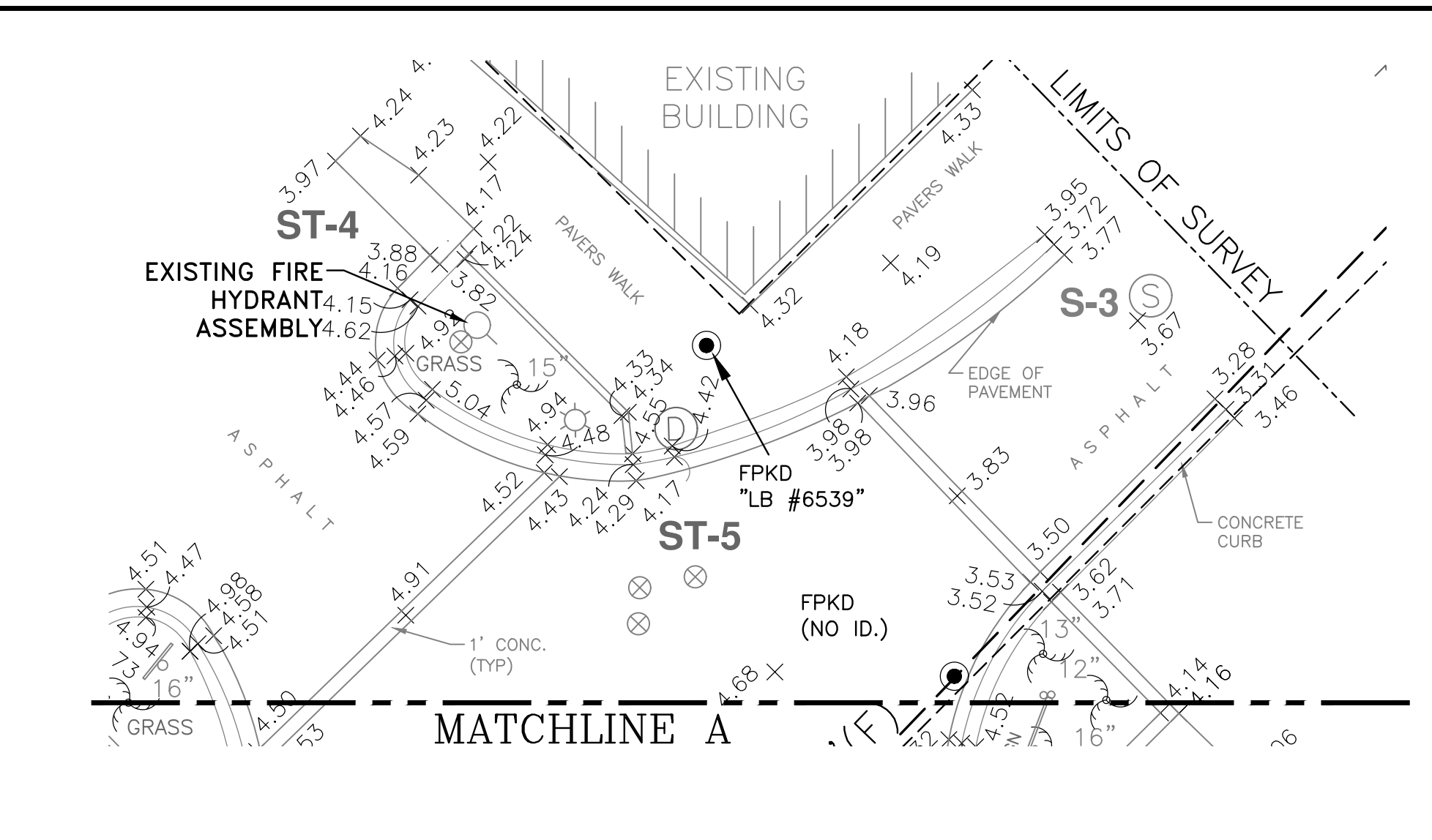
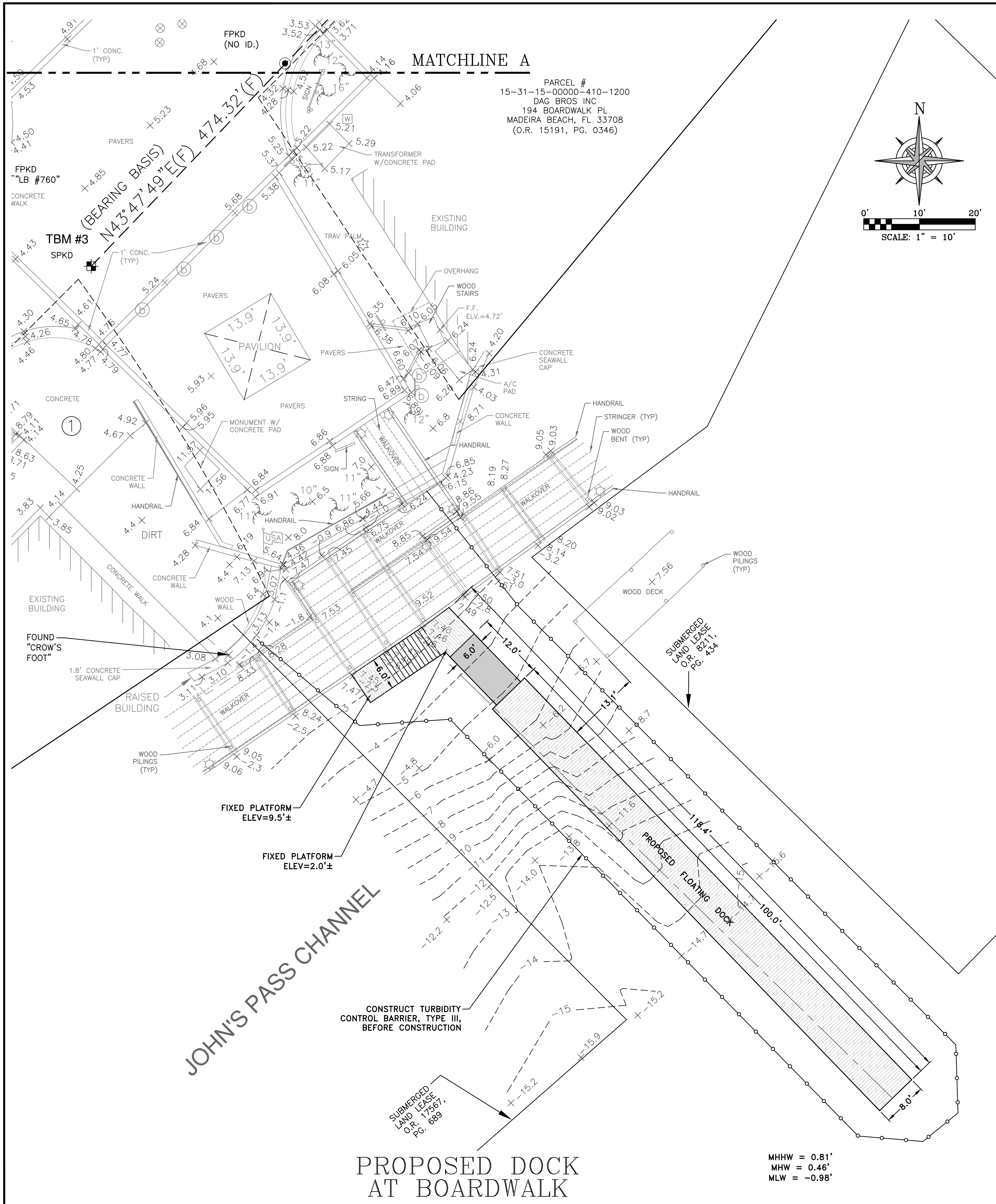
MADEIRA BEACH FLORIDA

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WORK ORDER NO.	2013-31E
DATE	JUNE 18, 2015
SCALE	1" = 10'
SHEET NO.	2 OF 5

ALBERT P. CARRIER, P.E., 53990

Sep 02, 2015 10:33 AM C:\CAD Projects\Projects\2013\2013-31E-0008 PLANS.dwg



PROPOSED DOCK AT BOARDWALK

MHHW = 0.81'
 MHW = 0.46'
 MLW = -0.98'

PROPOSED DOCK NORTH OF BOARDWALK

MHHW = 0.81'
 MHW = 0.46'
 MLW = -0.98'

90% DESIGN PLANS

Sep. 02, 2015 - 3:31pm A:\CAD Projects\Projects\2013\2013-31 Madeira Beach Transient Dock\Engineering\West\2013-31E-90% PLANS.dwg

REV.#	DATE	REVISION	BY	CHECKED

DEUEL & ASSOCIATES

CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

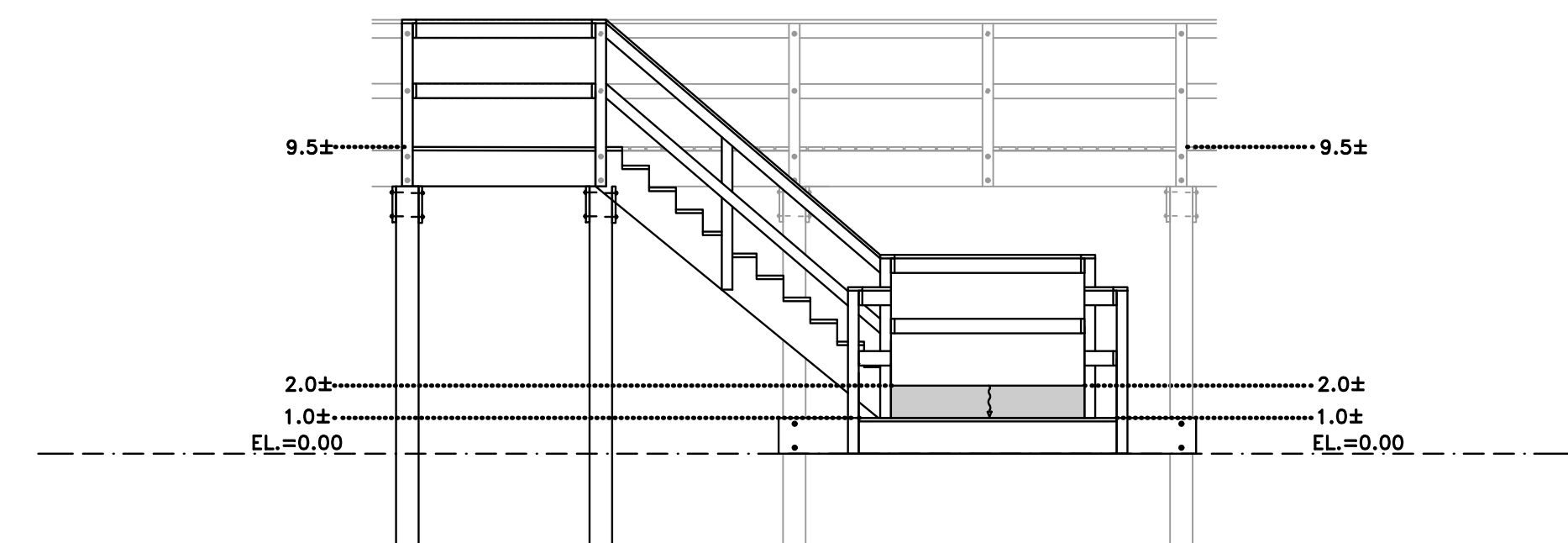
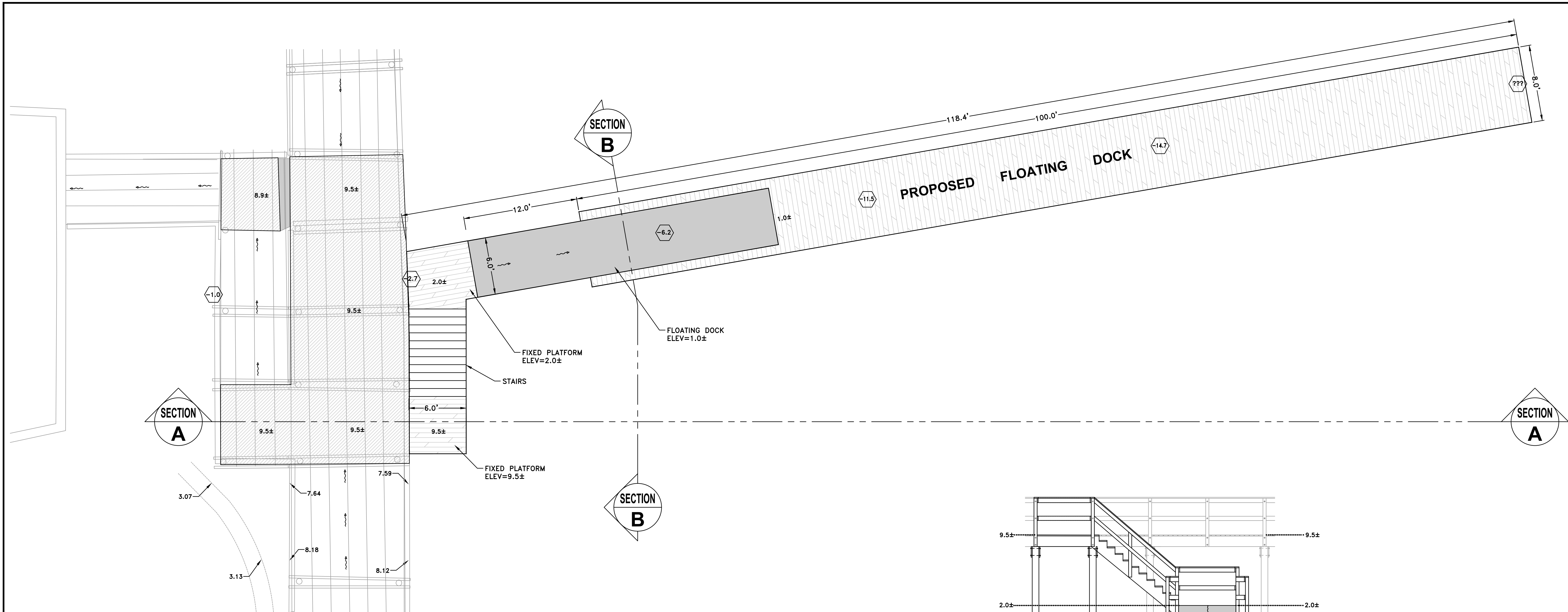
565 SOUTH HERCULES AVENUE
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JOHN'S PASS BOARDWALK SITE PLAN

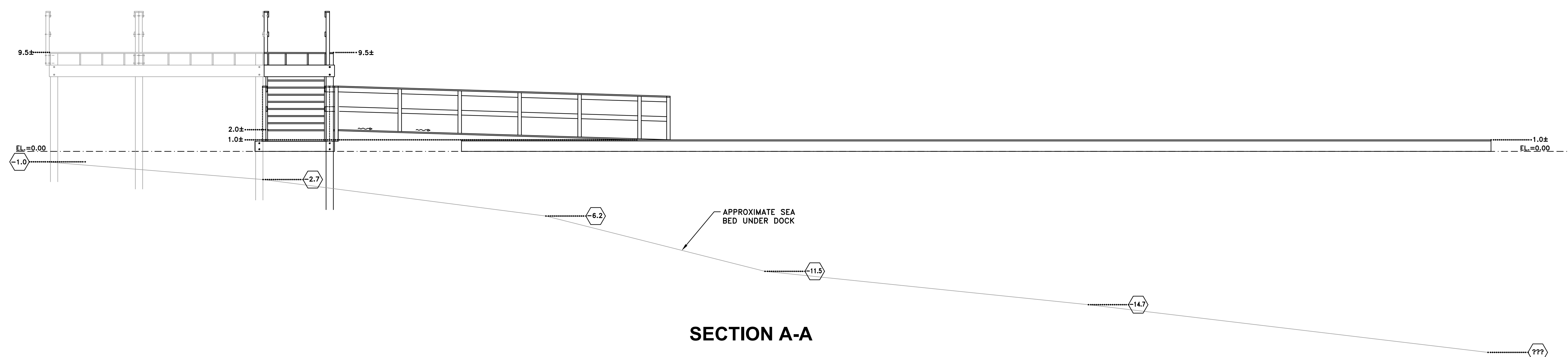
MADEIRA BEACH FLORIDA

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WORK ORDER NO.	2013-31E
DATE	JUNE 18, 2015
SCALE	1" = 10'
SHEET NO.	3 OF 5



SECTION B-B



SECTION A-A

90% DESIGN PLANS

Sep. 02, 2015 - 3:31pm X:\CAD Projects\Projects\2013\2013-31 Madeira Beach Treatment Dock\Engineering\West\2013-31E-005 PLANS.dwg

DESIGN:	BAB
DRAWN:	DES
CHECKED:	APC
BY:	

DEUEL & ASSOCIATES
 CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

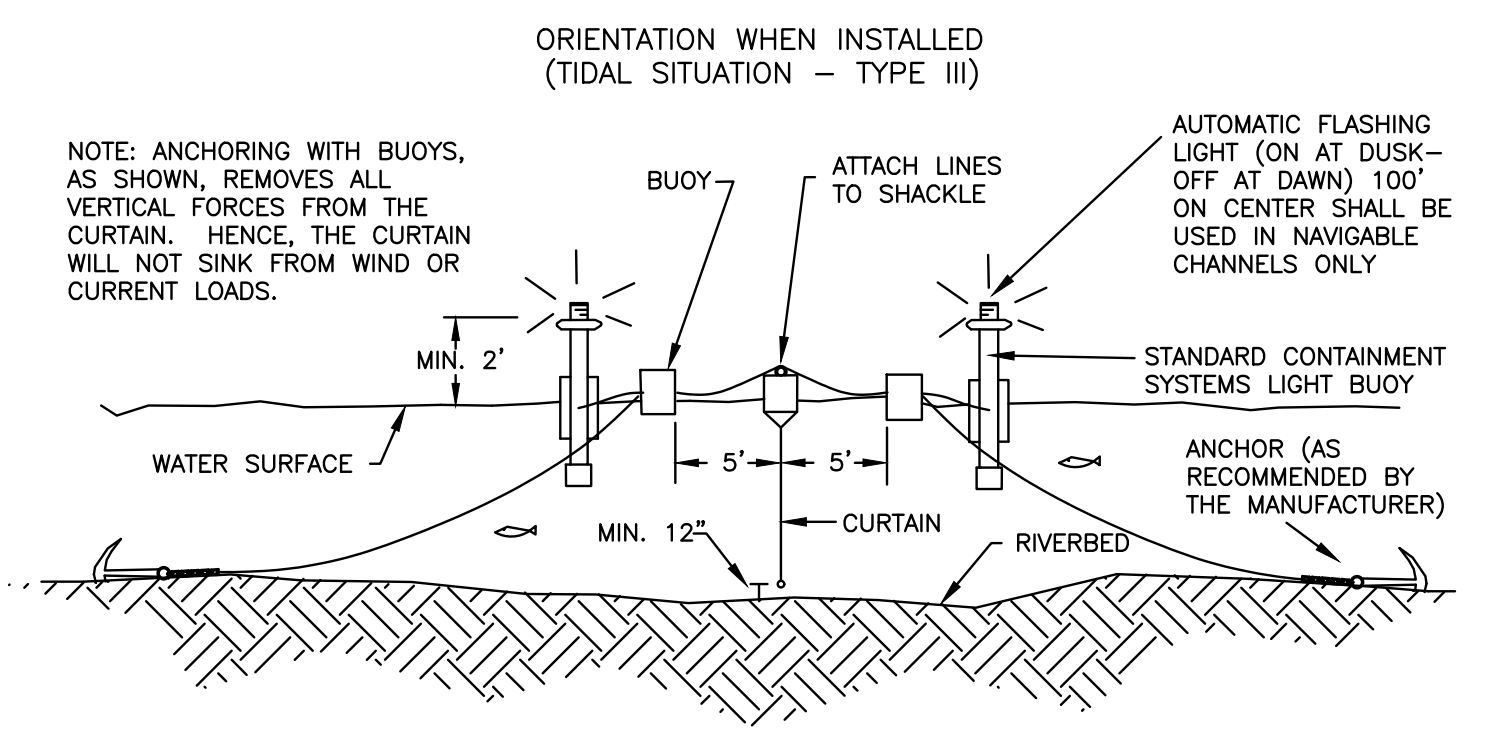
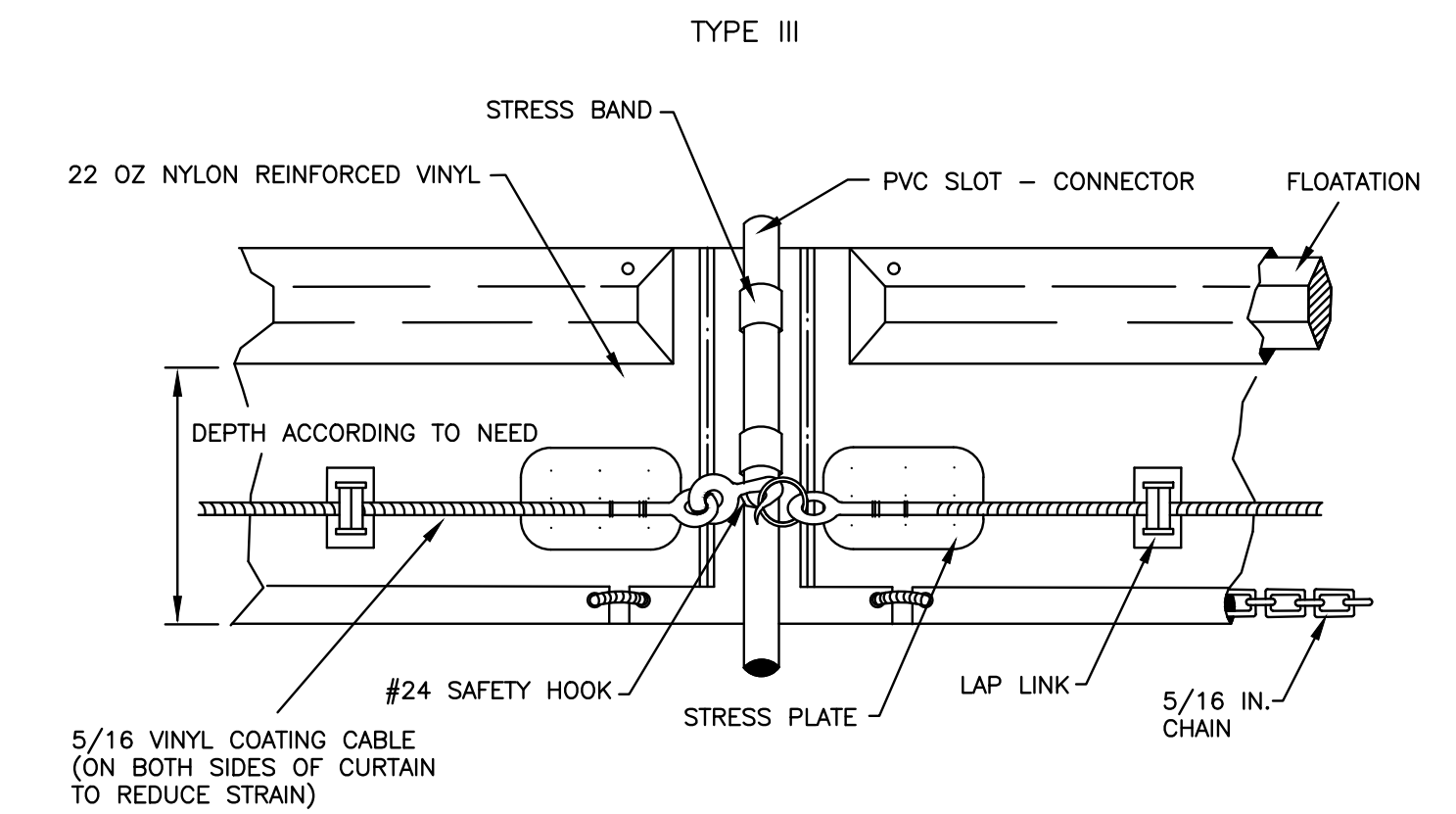
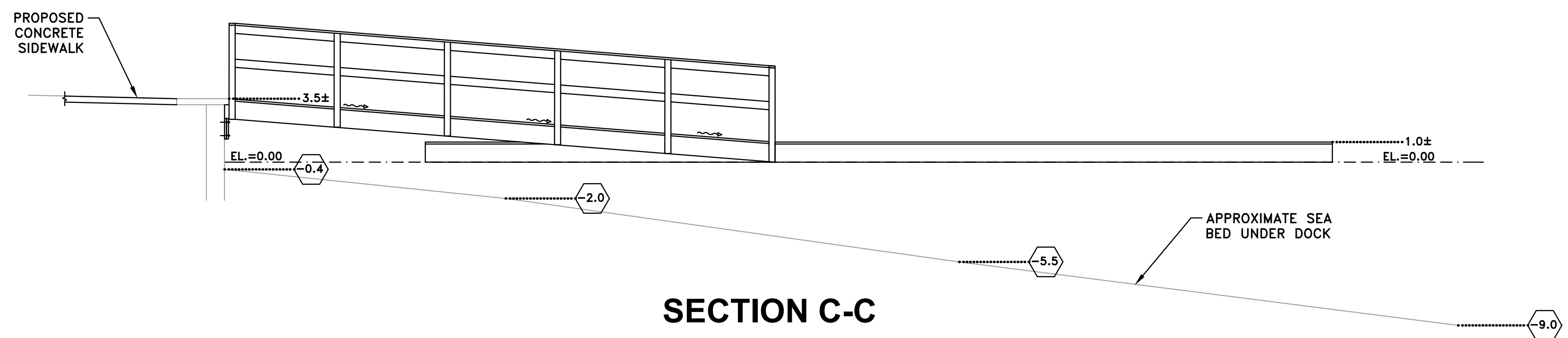
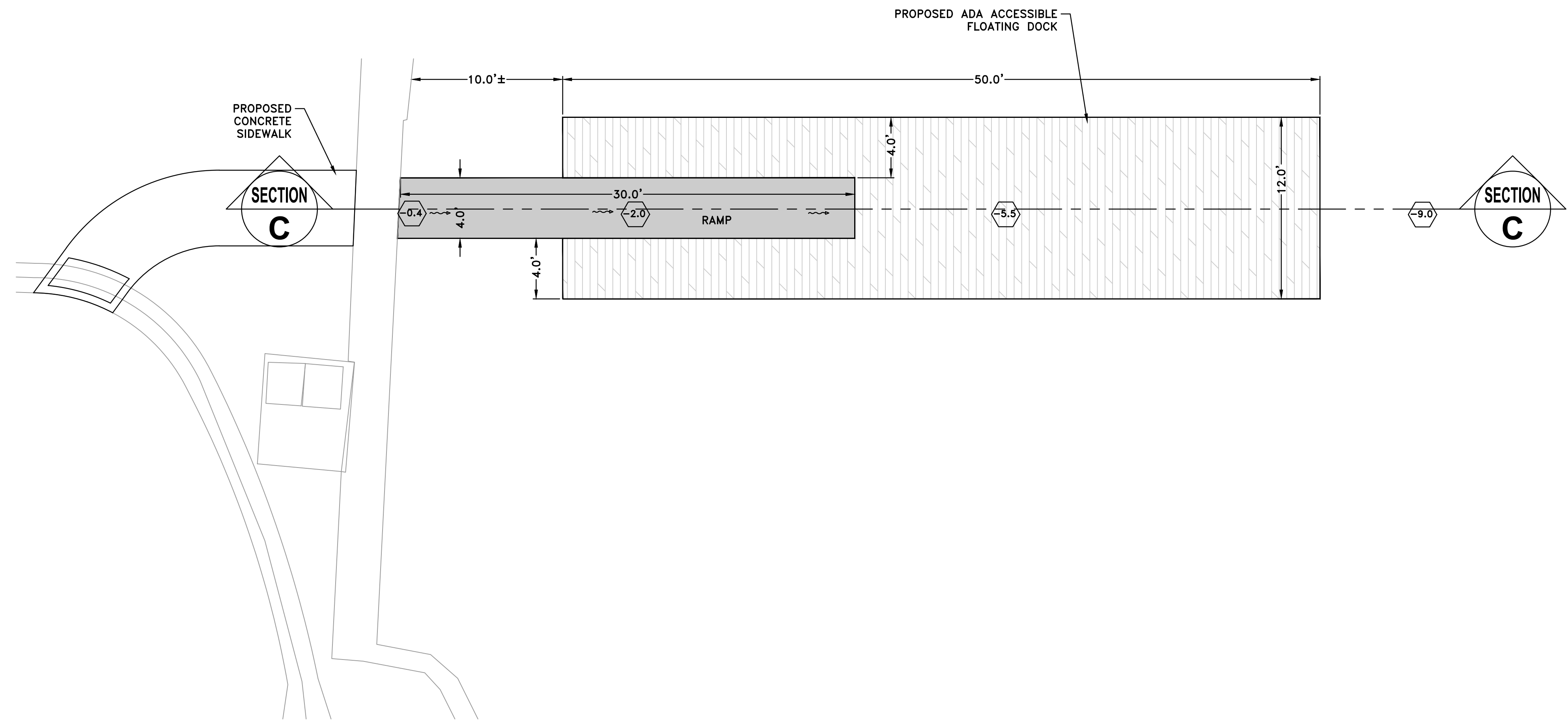
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*JOHN'S PASS BOARDWALK
 DETAILS*
 MADEIRA BEACH FLORIDA

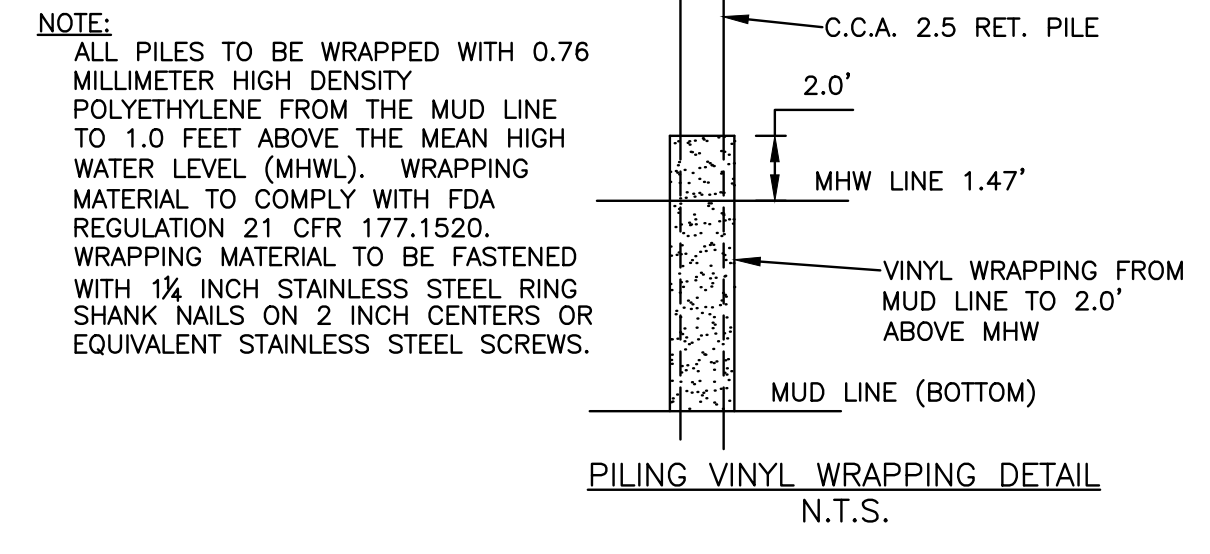
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WORK ORDER NO.	2013-31E
DATE:	JUNE 18, 2015
SCALE:	1" = 10'
SHEET NO.	4 OF 5



TURBIDITY CONTROL BARRIER DETAIL
NTS



PILING VINYL WRAPPING DETAIL
N.T.S.

90% DESIGN PLANS

Sep. 02. 2015 - 3:31pm A:\CAD Projects\Projects\2013\2013-31 Madeira Beach Treatment Dock\Engineering\West\2013-31E-908 PLANS.dwg

DESIGN:	BAB
DRAWN:	DES
CHECKED:	APC
BY:	

DEUEL & ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PH 727.822.4151 FAX 727.821.7255
WWW.DEUENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

*JOHN'S PASS BOARDWALK
DETAILS*
MADEIRA BEACH FLORIDA

I, AL CARRIER, HEREBY CERTIFY AS A LICENSED PROFESSIONAL ENGINEER, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (481) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL ENGINEER TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

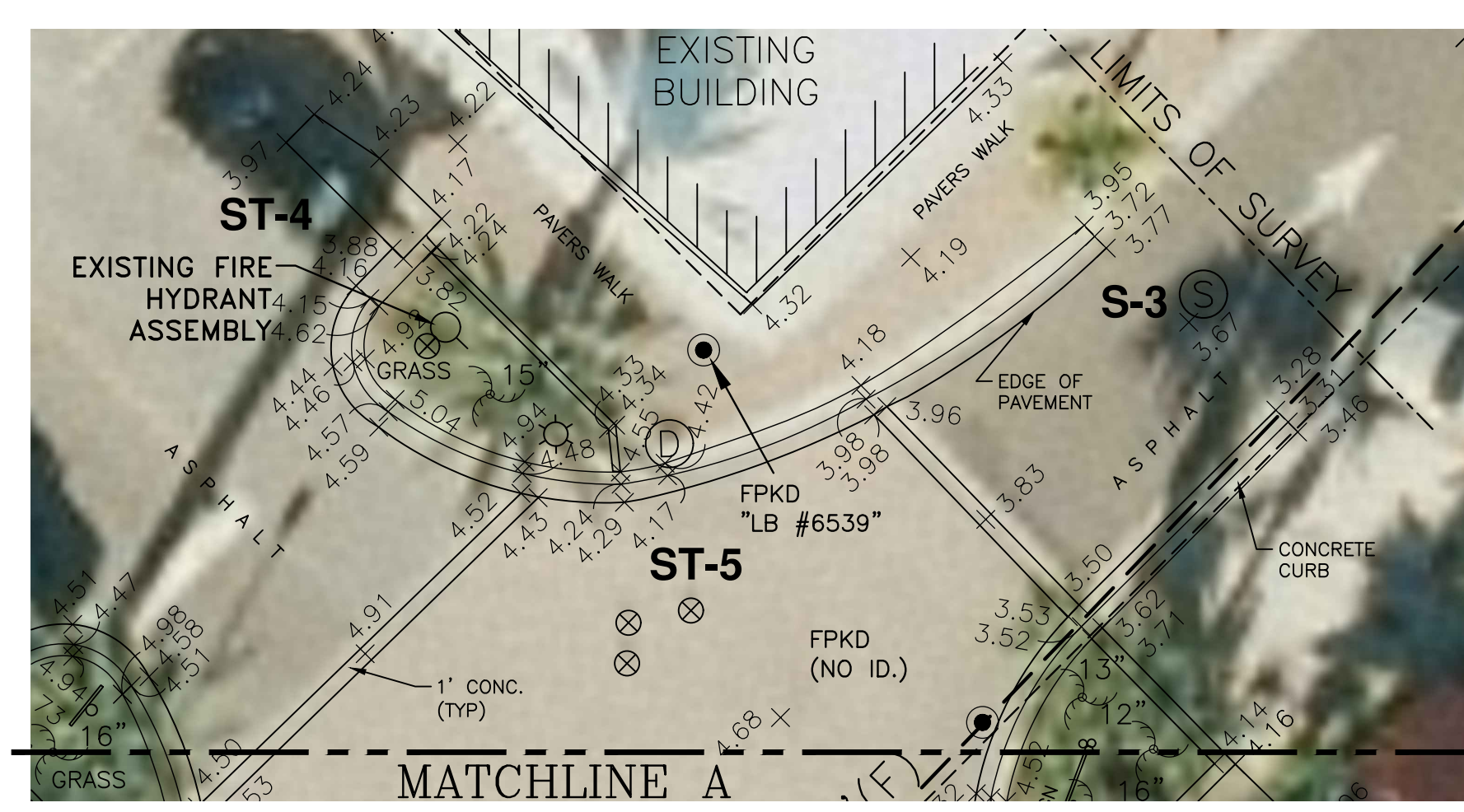
ALBERT P. CARRIER, P.E., 53990

WORK ORDER NO.	2013-31E
DATE:	JUNE 18, 2015
SCALE:	1" = 10'
SHEET NO.	5 OF 5



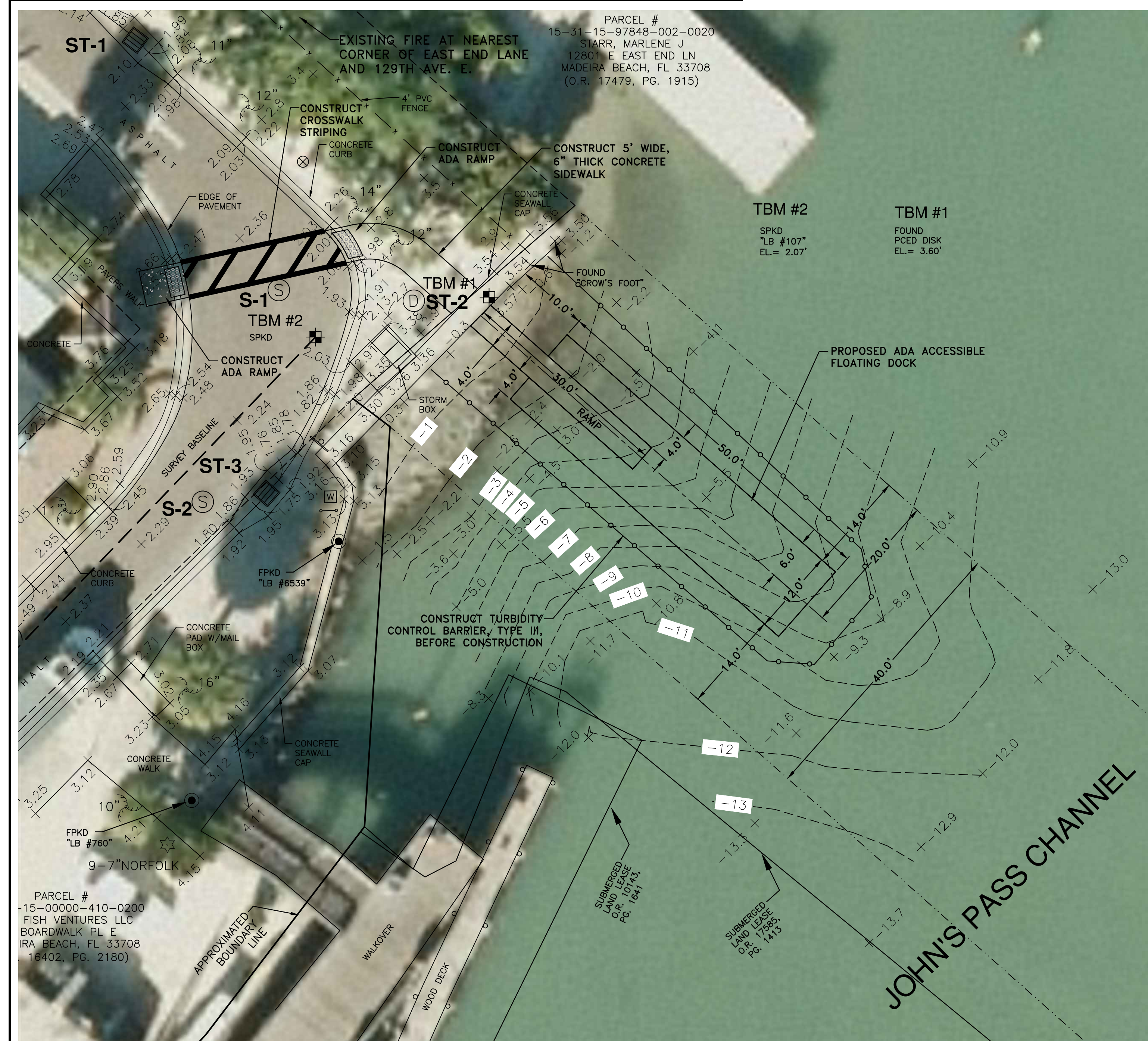
PROPOSED DOCK AT BOARDWALK

MHHW = 0.81'
MHW = 0.46'
MLW = -0.98'



PROPOSED DOCK NORTH OF BOARDWALK

MHHW = 0.81'
MHW = 0.46'
MLW = -0.98'



PROPOSED DOCK NORTH OF BOARDWALK

MHHW = 0.81'
MHW = 0.46'
MLW = -0.98'

90% DESIGN PLANS

Site: 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

REV.#	DATE	REVISION	BY	CHECKED

DESIGN: BAB
DRAWN: DES
CHECKED: APC

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CERTIFICATE OF AUTHORIZATION NUMBER 26320
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JOHN'S PASS BOARDWALK
SITE PLAN WITH AERIAL

MADEIRA BEACH FLORIDA

I, AL CARRIER, HEREBY CERTIFY AS A LICENSED PROFESSIONAL ENGINEER, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (481) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL ENGINEER TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

ALBERT P. CARRIER, P.E., 53990

WORK ORDER NO.	2013-31E
DATE	AUGUST 11, 2015
SCALE	1" = 10'
SHEET NO.	1 OF 1



Boating Infrastructure Grant Program Grant Application

APPLICANT INFORMATION		
Applicant/Organization: Brian Crabtree / City of Madeira Beach		
Project Title: Transient Docks at Recreation Center		
Federal Employer ID Number: 59-600366	DUNS Number:	
Official with Signature Authority:	Signature Authority Title:	
Address:	City: Madeira Beach	Zip: 33708
Telephone:	Email:	
Project Contact: Brian Crabtree	Project Contact Title: Marina Manager	
Address: 503 150 th avenue	City: Madeira Beach	Zip: 33708
Telephone: 727-399-2631	Email: bcrabtree@madeirabeachfl.gov	
Type of Application (New or Reconsideration): New		
Federal Grant Amount Requested:	Total Project Cost:	

PROJECT LOCATION	
Latitude (Degrees and decimal minutes, N ##°##.###')	Longitude (Degrees and decimal minutes, W -##°##.###')
N: _____ ° _____ ,	W: - _____ ° _____ ,
Township: _____ Range: _____	Section: _____
Facility Name: _____	
County: Pinellas	Body of Water: Boca Ciega Bay
Facility Street Address: _____	
Legislative District Numbers: U.S. House: _____ U.S. Senate: _____ State Senate: _____ State House: _____	

OWNERSHIP INFORMATION	
Upland: <input checked="" type="checkbox"/> Public, Fee Simple <input type="checkbox"/> Public, Lease _____ Years remaining on lease <input type="checkbox"/> Private, Fee Simple <input type="checkbox"/> Private, Lease _____ Years remaining on lease	Is there a Submerged Land lease: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Public <input type="checkbox"/> Yes, a permit has been submitted to DEP. _____ What date was permit submitted? <input type="checkbox"/> Private
Name of Owner: City of Madeira Beach	Name of Operator: _____
Is the facility open to the public? <input type="checkbox"/> Yes <input type="checkbox"/> No	Overnight Moorage Fee: \$ _____
Has an appraisal been completed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Overnight Dockage Fee: \$ _____
What is the assessed property value: \$ _____	What is the current property zoning: _____

PARTNERSHIPS (IF APPLICABLE)
If you have project partners, please list the partners and their roles:
1.
2.
3.

LOCALITY INFORMATION	
List the closest recreational, historical, cultural, natural attractions, public transportation, shopping and other necessities used by transient boaters.	
Name of attraction:	Distance from project:
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
List the nearest adjacent transient boating facilities, public and private.	
Name of facility:	Distance from project:
1.	
2.	
3.	
4.	
5.	

DESIGN, ENGINEERING & PERMITTING (IF APPLICABLE)				
Who will complete the project design/engineering? ___ Staff ___ Consulting Engineers ___ Other ___ N/A				
What is the level of completion? ___ Conceptual ___ Preliminary ___ Final (Ready to Bid) ___ Bid Out ___ N/A				
Has a preliminary or final engineer's cost estimate been developed for this project? ___ Yes ___ No If yes, please attach a copy of detailed engineer's cost estimate to this application package.				
Has an application been submitted to the following? NOTE: Permit not necessary to submit a grant application.	NO	YES	DATE SUBMITTED	DATE APPROVED
1. Florida Department of Environmental Protection				
2. U.S. Army Corps of Engineers				
3. Local/Others:				

PROJECT COMPONENTS	
Will grant project work be on a new or existing dock:	
<input type="checkbox"/> Wood dock, fixed with wood piles	How many feet of side-tie dockage exists? _____ feet
<input type="checkbox"/> Wood dock, fixed with concrete piles	How many feet of side-tie dockage is planned? _____ feet
<input type="checkbox"/> Concrete dock, fixed with concrete piles	How many current transient slips exist? _____ slips
<input type="checkbox"/> Aluminum dock, fixed with wood piles	How many new transient slips are planned? _____ slips
<input type="checkbox"/> Aluminum dock, fixed with concrete piles	Do you have pump-out facilities? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Floating dock, wood frame	Is the pump-out fixed at the fuel dock? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Floating dock, aluminum frame	Is the pump-out system at all slips? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Floating dock, concrete frame	Do you have transient-only restrooms? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Concrete floating docks	Do you have transient-only shower facilities? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Concrete floating docks, wave attenuation	Other:
What are the primary needs for this project:	<input type="checkbox"/> Safety <input type="checkbox"/> Age-end of Useful Life <input type="checkbox"/> Lack of Capacity <input type="checkbox"/> High User Demand

APPLICANT ACKNOWLEDGEMENT AND SIGNATURE

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application and written proposal, and, to the best of my knowledge and belief, this information is true, complete and accurate. I further certify that I possess the authority, including the necessary property interests, to undertake the proposed activities.

I also certify that the Applicant’s Governing Body is aware of and has authorized the person identified as the official representative of the Applicant to act in connection with this application and subsequent project as well as to provide additional information as may be required. By signature below, the Applicant agrees to comply with all applicable federal, state, and local laws in conjunction with this proposal and resulting project so approved.

Print/Type Name

Title

Applicant Signature

Date

WARNING: “Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.” § 837.06, Florida Statutes.

Note: Instruction and further information regarding this application and the Boating Infrastructure Grant Program may be found in the Boating Infrastructure Grant Program Guidelines or contact the Program Administrator, Florida Fish and Wildlife Conservation Commission, 620 South Meridian Street, Tallahassee, FL 32399-1600, telephone: 850-488-5600.

WRITTEN PROPOSAL

The written proposal section is required for all applications. To be considered for national funding under this opportunity, the written proposal must contain the following information and be formatted as follows:

- Formatted to fit on 8.5” x 11” paper
- 1” margins (top, bottom and both sides)
- 12-point Arial or Times New Roman font
- Submitted in Microsoft Word
- Page numbers at the bottom of each page

In accepting Federal funds, you must comply with all applicable Federal laws, regulations, and policies. If we select the application for award, you will need to provide evidence of compliance with the National Environmental Policy Act (NEPA), the Endangered Species Act (ESA), the National Historic Preservation Act (NHPA), and other Federal laws as part of the post-award approval process.

A) Title Page:

Please include the following information on a title page.

- Name of Marina/Municipality
- Project Title
- Funding Opportunity Title and Tier; Example: BIGP Tier 1 or Tier 2
- Catalog of Federal Domestic Assistance (CFDA) number: 15.622
- Date submitted to COMMISSION
- Owner(s) name, mailing address, phone and fax number(s), and email

B) Project Summary:

The project summary shall be no more than one-page long. Title this section “Project Summary.”

Applicants must provide a brief overview of the project goal(s), objectives, specific project activities and anticipated outputs and outcomes. Note that the project is dedicated for transient (those staying at the facility 15 days or less) recreational vessels at least 26 feet long that are used primarily for pleasure.

C) Project Statement:

The project statement components shall be no more than 10-pages long. Title this section “Project Statement.”

Applicants must write about each of the following elements listed below (needs statement, project purpose, project objectives, expected results and benefits, approach, relationship to other grants and responses to evaluation criteria).

Need Statement:

- Explain why the project is necessary and how it fulfills the purpose of the Boating Infrastructure Grant. This element is critical.
- Describe the existing facilities available for eligible vessels at your location and near the proposed project.
- Describe how the proposed project fills a need or offers a benefit not offered by existing facilities, include supporting data.
- Provide information to support the number of transient boats expected to use the facilities in the proposed project area and demonstrate why existing facilities are insufficient to meet demand.

Project Purpose:

- State the ultimate purpose for the proposed project and link the purpose to the demonstrated need. Be specific and focus on the benefits to the transient boater.

Project Objectives:

- Objectives state desired outcomes that are specific and quantified.
- Objectives are written in an active tense and use action verbs such as construct, survey, train, research, establish, repair, conduct, provide, restore, acquire, etc.
- Identify specific, measurable, attainable, relevant, and time-bound objectives to be accomplished during the project period.
- What benchmarks must be achieved to meet the need?

Expected Results or Benefits:

- Describe the expected results or benefits for the transient boater and the larger community from accomplishing the objectives.
- Describe each capital improvement (refer to 50 CFR §86.3), service or product that will result from the project.
- Describe how the structures, service, or other products will address the need(s) and benefits for eligible users (transient boaters).

Approach:

- Describe the approach to be used in meeting the objectives.
- Describe the methods, designs, and/or procedures to be used to achieve the objectives. Include information on the status of required permits or other compliance requirements (National Environmental Policy Act, Section 7 of Endangered Species Act, and Section 106 of the National Historic Preservation Act).
- Identify the contact who has or will have detailed knowledge of the project, (such as the coordinator for the county or marina contact), provide contact information, and state whether they have signatory authority for committing the grantee to a course of action;
- Give name, contact information, qualifications, and role of each known concessioner or subgrantee;
- Explain how you will operate, maintain and manage the proposed project to ensure the BIG-funded facility continues to achieve its authorized purpose during the useful life of the facility;
- Provide timeline of activities. Include permitting, design, engineering, other regulatory clearances, bidding, material fabrication, construction, etc.

Relationship with Other Grants:

- Describe any relationship between the proposed transient project and other related work funded by other grants that are planned, anticipated, or underway.

Responses to Evaluation Criteria Questions: **Applicable to Tier 2 – National applications only.**

- Will the proposed boating infrastructure meet a need for more or improved facilities (50 CFR §86.52)?
- Will eligible users receive benefits from the proposed boating infrastructure that justify the cost of the project (50 CFR §86.53)?
- Will the proposed boating infrastructure accommodate boater access to significant destinations and services that support transient boater travel (50 CFR §86.54)?
- The minimum cash match is 25%. The contribution may be from a State, a single source, or any combination of sources. The higher the match amount, the more points awarded. What is the match (50 CFR §86.56)?
- Do you have any project partners? Will they commit to a financial contribution, an in-kind contribution, or to take a voluntary action during the grant period (50 CFR §86.56)?
- Will the proposed project include physical components, technology, or techniques that improve eligible-user access (50 CFR §86.58)?
- Will the proposed project include innovative physical components, technology, or techniques that improve the BIG-funded project (50 CFR §86.59)?
- Has the facility where the project is located demonstrated commitment to environmental compliance, sustainability, and stewardship and been officially recognized by an agency or organization (50 CFR §86.60)?

D) Budget:

The project budget must fit into the cost categories listed below. You may explain what was entered into each cost classification in the budget narrative section or in a schedule of values.

Cost Classification	a. Total Cost	b. Not Allowable	c. Allowable Costs (Colum a-b)
1. Administrative and legal			
2. Land, structures, rights-of-way, appraisals, etc.			
3. Relocation expenses and payments			
4. Architectural and engineering fees			
5. Other architectural and engineering fees			
6. Project inspection fees			
7. Site work			
8. Demolition and removal			
9. Construction			
10. Equipment			
11. Miscellaneous (describe in budget narrative)			
12. SUBTOTAL (Sum of 1-11)			
13. Contingencies			
14. SUBTOTAL			
15. Project (program) income			
16. TOTAL PROJECT COSTS (Subtract 15 from 14)			

Federal Funding Calculation	Amount	Percentage
Applicant's Allowable Cost Share/Match:		
Federal Assistance Requested:		
TOTAL ALLOWABLE		

E) Budget Narrative:

Title this section "Budget Narrative." There is no page limit for this section.

Applicants must explain and justify all requested budget items/costs listed in the project budget completed in this application. Demonstrate a clear connection between costs and the proposed project activities. It is recommended to submit a schedule of values broken out by deliverable.

EXAMPLE: The total estimated budget for the project is \$1,000,000, 90% or \$900,000 of which is eligible for funding through the BIG program. Anytown Marina, LLC and their contributing partners will provide \$459,000 in local cost share funds for the project. This is equivalent to 51% of the total eligible project costs. The remaining \$441,000 of eligible costs would be funded through the BIG program.

BASIS OF COST ESTIMATE

The following points describe the methods used to calculate the estimated project costs.

- The proposed expansion of the docks has included considerations such as required channel offsets, navigational requirements, turning radii, depth, etc.

- *Unit costs for the floating docks have been estimated based on experience with marine construction and industry standards in the region.*
- *The per slip costs for marina utilities are estimated based upon recent, similar installations at other nearby marinas.*
- *Note that the number of standard slips has been estimated as follows: The total length of new side-tie dock created (2,000 ft) has been divided by an average slip size of 33 ft to determine that sixty (60) new slips will be created (2,000ft ÷ 33 ft/slip = 60 slips). The average slip size is based on data collected by Crystal Waters Marina and other boating facilities in the region regarding the average size of transient vessels that frequent their marinas.*
- *The soft costs as a percentage of total construction costs have been estimated based upon commonly accepted industry standards and recent marine construction projects in the project region.*

Match, Cost Share and Partner Contributions: Applicant must identify the amount of cash and the value of in-kind contributions that you, a partner, and/or entity will contribute to the project. Describe how the contribution(s) will directly and substantively benefit completion of the project. For additional information refer to 50 CFR §86.32 and 50 CFR §86.33.

EXAMPLE: *A total of \$459,000 of local matching funds have been pledged as follows. Please note that Anytown Marina, LLC will provide funding for the non-eligible portion of the project:*

- *Anytown Marina, LLC will provide \$350,000 in direct (cash) contribution to the project. Anytown Marina, LLC is the primary subgrantee for the project and will own and operate the proposed transient dock.*
- *River Master Events will provide \$100,000 in direct (cash) contribution to the project. River Master Events is a local group responsible for organizing and hosting water and boating-related events such as fishing tournaments.*
- *Anytown USA Business Association aids with business growth in the Anywhere area. They have committed \$9,000 cash toward this project.*

Proration: Applicant must prorate costs for facilities that will benefit operators of boats other than eligible transient recreational vessels at least 26 feet long and non-boating users sharing landside facilities such as restrooms, showers, laundry, etc.

Example: *90% of the proposed dock will be dedicated for use solely by eligible transient boaters. With this in mind, a prorating factor of 90% has been applied to all estimated project costs.*

Useful Life: Applicants must estimate the useful life in years of each capital improvement for the proposed project. A capital improvement is typically a structure that costs at least \$25,000 to build or a repair or renovation of a structure costing at least \$25,000 that increases the structure's useful life by 10 years or more.

EXAMPLE: Floating Docks

The proposed floating dock system will consist of steel-framed docks on HDPE polytub flotation. Pine decking with an innovative new coating will be used to match the existing docks at the marina. The system will be produced by a qualified commercial dock

supplier. Commercially produced polytub pontoon dock systems typically have a useful life of between 20 and 30 years. In this case, a minimum useful life of 20 years will be specifically designated in the performance specifications for the floating docks. As part of the design review process, the contractor/dock supplier will be required to certify that the useful life of the product meets or exceeds this minimum requirement.

Slip Utilities

All utility equipment (i.e. –pedestals, distribution panels, etc.) will be purpose-designed for use in the marine environment with a minimum design life of 20 years to meet or exceed the life expectancy of the floating dock system.

Contingency Costs (If Applicable): Explain how any contingency costs were calculated and why they are necessary to improve the precision of your budget estimates. These costs are permissible but must be separately identified in your budget. They must comply with federal cost principles, be necessary and reasonable for proper and efficient accomplishment of project or program objectives and be verifiable from your financial records.

Program Income (If Applicable): Indicate the method or combination of methods (deduction or addition) of applying your expected program income. For additional information please refer to 50 CFR §86.77 and 50 CFR §86.78 in the Code of Federal Regulations. It is easiest to not charge fees for use on any part of the project until it has been finished, reimbursement completed, and the grant closed with the State agency.

Equipment (If Applicable): Provide a list of equipment to be purchased with BIG funds. Typically, equipment includes tangible personal property having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more.

After Project Completion User Fees (If Applicable): Describe the amount and frequency of fees charged to transient boaters for the use of the funded infrastructure, after construction is complete and the Subgrantee Agreement has been terminated. Fees charged must be comparable to those charged regionally. The collected fees should be used for operation and maintenance of the funded infrastructure for its useable life.

F) Supporting Documentation

Title this section “Supporting Documentation.” Your proposal will be scored on the quality of the access you provide for eligible boaters to significant destinations, services, and other amenities. Please provide additional context by visually depicting the following:

- All applicants must authorize and give authority to a designated representative to apply for and administer the grant on behalf of the applicant. If applicant is a private company, provide a letter, OR if applicant is a governmental entity, provide an adopted resolution, by the Governing Body, stating that the Governing Body is willing to enter into a 20-year agreement for the maintenance and operation of the project.
- All applicants must provide site control documentation for the upland portion of project site (e.g. deed, lease, title search, etc.).
- All applicants must provide project location using Global Positioning System (GPS) coordinates in the following format: degrees:minutes:seconds.
- All applicants must provide a boundary map of the project area. The map must provide a description and sketch of the project area boundaries, displaying known easements, and be legally sufficient to identify the in-water and upland project area.
- All applicants must include a local map that shows the facility location, and navigable water bodies. Include images that show proximity or distances to significant destinations, services, terrain considerations, access, or other information applicable to the project and available for used by transient boaters. Include images that illustrate the need for the proposed project.
- All applicants must submit existing condition photographs sufficient to depict the physical characteristics of project site. Clearly mark the proposed project components. Clearly mark areas that are for (1) eligible transient recreational boaters, (2) areas that are not generally defined as transient, and (3) areas for shared use between eligible and non-eligible users.
- All applicants must provide an 8.5” X 11” photocopy (project site vicinity only) of a current NOAA North American Datum 83 nautical chart (provide the NOAA chart name and number) indicating the precise location of project site.
- All applicants must provide a map of water depths noted from main navigational channel to project site. Include depths for any waterside areas that transient boaters will access (if there is a dredging component included in this project please note depths before and after project completion). If dredging is proposed, you must include an aerial photograph or schematic drawing to indicate the specific area(s) you intend to dredge.
- If applicable to your project and you have already acquired or completed, please provide photocopies of the following:
 - Necessary project permits or applications
 - State lands authorization
 - Engineering cost estimate
 - Preliminary design/Engineering plans

Florida Boating Infrastructure Grant Program

Outline of Grant Program Details

Program Timeline

1. **January – April:** Potential applicants reach out to FWC for guidance.
2. **April 1 – June 1:** FWC assists applicants in developing proposals.
3. **July 1:** Applications due to FWC by 5:00 p.m. (Applications received after 7/1 will not be considered).
4. **July:** FWC review of applications. FL Tier I & Tier 2 selections are announced.
5. **August:** FWC enters applications into the FGTS and prepares applications for submission into GrantSolutions.gov
6. **September:** FWC recommendations are due to USFWS through GrantSolutions.gov
7. **April:** USFWS notifies FWC and announces awards. Award does not necessarily guarantee funding, which is contingent upon:
 - A. Receiving all required permits
 - B. Receiving all required compliance documents
 - C. Successful disbursement of funds from USFWS.
8. Grantee provides documentation to FWC that the required permits (FLDEP; USACE) have been acquired for the awarded project. FWC submits permits through the compliance process.
9. Once all requirements are met, USFWS obligates funding and FWC and applicant enter into Subrecipient Agreement and work can begin.

Proposals are due to FWC no later than 5:00 PM on 07/01/2024.

- Proposals are to be submitted to FWC and not directly to GrantSolutions.gov.
- Follow published rules closely, as detailed in the [Federal Final BIG Rule \(50 CFR Part 86\)](#).
- One hardcopy and one electronic copy is to be submitted by the deadline to:

Florida Fish and Wildlife Conservation Commission
Boating and Waterways Section

Attn: BIGP Administrator
620 South Meridian Street
Tallahassee, FL 32399-6000

BigP@MyFWC.com

- Tier 1: State Grants, Tier 2: National Grants.
- Tier 1: \$5,000 to \$300,00 Tier 2: \$300,000 to \$1,500,000
- The National Boating Infrastructure Grant Program makes available \$9 million to \$14 million for Tier 2 projects. Tier 2 Projects cannot exceed \$1.5 million.
- Cities and Towns are eligible for either grant.
- Eligible Activities include boating infrastructure such as: slips, floating docks, day docks, dinghy docks, restrooms/showers, mooring systems, dockside utilities, marine fueling stations, engineering/permitting, navigational aids, fixed piers and breakwaters.
- City of St. Pete Municipal Marina has a current BIGP project for transient docks. The Grant is \$632,000.00, the total project cost is \$989,000.00.
- This Federal program provides grants to develop, renovate, and maintain public boating facilities that target recreational boats 26 feet long and larger.
- Grantees must contribute a minimum of 25 percent. Projects with a match higher than 25 percent will receive additional points during evaluation.
- Important considerations for the grants are location, depth of water, submerged land and zoning. So called “extra credit” for being close by or adjacent to: recreational and historical centers(Rec Center & JP Village), natural attractions (public beach), transportation, shopping and other (fire department, fishing pier, library, ext.).

LANDSCAPE PLAN FOR POCKET PARKS

MADEIRA BEACH, FLORIDA

POCKET PARKS

CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.



PREPARED BY:



Sheet List Table

Sheet Number	Sheet Title
L001	COVER SHEET
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H-101	HARDSCAPE PLANS
H-102	HARDSCAPE PLAN
H-103	HARDSCAPE PLAN
H-500	HARDSCAPE DETAILS
H-501	HARDSCAPE NOTES
L-101	PLANTING PLANS
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REVISION NO.	DATE	DESCRIPTION

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MARTIN STEFFEN, FLA 6667386
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28000636 FL
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PROJECT NO.: 38545.001
ISSUED: OCTOBER 2023
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SCALE:
SHEET TITLE
COVER SHEET

L001



GENERAL NOTES:

- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING PROJECT SITE CONDITIONS AND DETERMINING REQUIRED QUANTITIES AND AVAILABILITY OF ALL MATERIALS PRIOR TO BIDDING. QUANTITIES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IF ANY DISCREPANCIES OCCUR BETWEEN QUANTITIES CALLED FOR ON THE PLANT LIST AND THOSE INDICATED ON THE DRAWINGS, THE DRAWINGS SHALL GOVERN.
- PRIOR TO COMMENCEMENT OF CONSTRUCTION, CONTRACTOR SHALL INSPECT PLANTING AREAS AND VERIFY THAT NO OBJECTIONABLE MATERIALS OR OBSTRUCTIONS ARE PRESENT. PRESENT FINDINGS TO OWNER'S REPRESENTATIVE FOR APPROVAL. ALL EXISTING PLANTING SHALL REMAIN INTACT AND UNDISTURBED UNLESS OTHERWISE NOTED ON THE DRAWINGS. ALL EXISTING SITE FURNISHINGS, PAVING, LANDSCAPE, AND OTHER ELEMENTS TO REMAIN SHALL BE PROTECTED FROM ANY DAMAGE UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ADJACENT IMPROVEMENTS FROM DAMAGE AND EROSION INCLUDING BUT NOT LIMITED TO EXISTING PLANT MATERIAL, GRADES, SIDEWALKS, SITE FURNISHINGS, CURBS, AND UTILITIES. ANY ADJACENT IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL, AT A MINIMUM, BE RESTORED TO A STATE EQUAL TO ITS PRE-CONSTRUCTION STATE AT THE CONTRACTOR'S EXPENSE. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR SODDING ALL AREAS DISTURBED BY OTHER CONTRACTORS OR BY LANDSCAPE INSTALLATION.
- IN GENERAL, THE WORK SHALL PROCEED AS RAPIDLY AS THE SITE BECOMES AVAILABLE. CONTRACTOR TO COORDINATE PROJECT SCHEDULE WITH OWNER'S REPRESENTATIVE. WORK TO BEGIN WITH 5 BUSINESS DAYS OF RECEIPT OF NOTICE TO PROCEED.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS TO COMPLETE WORK, AND SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
- THE LANDSCAPE CONTRACTOR SHALL COORDINATE CONSTRUCTION OF PLANTING AREAS WITH HARDSCAPE, ELECTRICAL, AND IRRIGATION WORK.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY HOISTING EQUIPMENT NECESSARY FOR THE PLACEMENT OF PLANT MATERIAL.
- COLLECT SOIL SAMPLES AT A MINIMUM OF (3) PLANTING LOCATIONS THROUGHOUT THE PROJECT. SUBMIT TESTING LOCATIONS TO OWNER'S REPRESENTATIVE PRIOR TO TAKING SAMPLES. SAMPLES SHALL BE SENT TO AN APPROVED AGRONOMIC SOILS TESTING LABORATORY. STATING PROPOSED PLANT MATERIAL AT EACH TEST LOCATION. ANALYSIS SHALL INCLUDE, AT A MINIMUM, PH, NPK, ORGANIC CONTENT, TEXTURE, AND SOLUBLE SALTS. SUBMIT RESULTS/RECOMMENDATIONS AND PROPOSED FERTILIZER ANALYSIS/AMENDMENTS TO OWNER'S REPRESENTATIVE. COSTS OF FERTILIZER AND AMENDMENTS ARE TO BE INCLUDED IN THE COST OF THE PROJECT.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING THE CONDITION OF UNDERGROUND UTILITIES THAT AFFECT PLANTING LOCATIONS. IF ANY CONFLICTS OCCUR BETWEEN PROPOSED LOCATION OF TREES ON THE DRAWINGS AND ANY UNDERGROUND, SUBSURFACE, OR OVERHEAD UTILITIES OR STRUCTURES THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATIONS AND PROTECTION OF ALL EXISTING UTILITIES SHOWN OR NOT SHOWN, AND ALL PROPOSED UTILITIES ON THESE DRAWINGS.
- IF THE LANDSCAPE CONTRACTOR DAMAGES ANY STAKED OR IN PLACE UTILITIES OR STRUCTURES BY HIS OWN NEGLIGENCE THEY SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE LANDSCAPE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, NOTES, AND THE LANDSCAPE SCHEDULE FOR COMPLETE LANDSCAPE INSTALLATION INSTRUCTIONS. NOTIFY OWNER'S REPRESENTATIVE OF ANY AND ALL DISCREPANCIES PRIOR TO CONSTRUCTION OR INSTALLATION.
- THE LANDSCAPE CONTRACTOR SHALL RE-GRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION, AND/OR INSTALLATION WORK. ANY DAMAGED PLANT MATERIAL SHALL BE REPLACED WITH PLANTS OF SAME SPECIES (MIN 12' HT, 3" CAL, 6" CT) EQUALING THE TOTAL DIAMETER BREST HEIGHT (DBH) OF THE DAMAGED TREE AND SHALL BE SUBJECT TO ALL REQUIREMENTS HEREIN.
- ALL UNPAVED DISTURBED AREAS WITHIN PROJECT LIMITS SHALL BE SODDED TO MATCH EXISTING TURF. UNLESS OTHERWISE SPECIFIED, ENSURE EXISTING GRADES ARE RE-ESTABLISHED, TRIM EDGES EVENLY AND BUTT SOO PIECES TOGETHER CLOSELY. PEG SOD IN PLACE WHERE SLURGE MAY OCCUR. ALL OTHER AREAS NOT SPECIFICALLY ADDRESSED IN THESE PLANS MUST BE CONSIDERED AT THE CONTRACTOR'S RISK FOR DISTURBING ACTIVITIES. CONTRACTOR IS RESPONSIBLE FOR ACHIEVING STABILIZATION FREE OF WASH-OUTS UNTIL FINAL ACCEPTANCE BY OWNER.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING ALL NEWLY INSTALLED PLANT MATERIAL AS NEEDED TO MAINTAIN HEALTH AND VIGOR THROUGHOUT THE 90 DAY MAINTENANCE PERIOD REGARDLESS OF THE STATUS OF EXISTING OR PROPOSED IRRIGATION AND/OR RAINFALL.

DAMAGES AND WARRANTY:

- ALL PLANT MATERIAL, INCLUDING TRANSPLANTED PLANT MATERIAL, SHALL BE GUARANTEED AT OR ABOVE THE SPECIFIED CONDITIONS THROUGH SUBSTANTIAL COMPLETION AND UNTIL THE END OF THE (1) YEAR WARRANTY PERIOD. MAINTENANCE SHALL BE PROVIDED BY THE LANDSCAPE CONTRACTOR FOR 90 DAYS AFTER SUBSTANTIAL COMPLETION. AFTER WHICH THE LANDSCAPE CONTRACTOR WILL MAINTAINANCE WITH OWNER'S REPRESENTATIVE. DECLINE IN CONDITION OF PLANT MATERIAL DURING INSTALLATION AND/OR WARRANTY PERIOD SHALL BE GROUNDS FOR REJECTION AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR RE-STAKING OF TREES DURING THE WARRANTY PERIOD. IF NECESSARY, MINIMUM TOLERANCE FROM VERTICAL SHALL BE 3 INCHES. GUYING / STAKING PRACTICES SHALL NOT PERMIT NAILS, SCREWS, WIRES ETC. TO PENETRATE OUTER SURFACE OF TREES OR PALMS. TREES OR PALMS REJECTED DUE TO THIS PRACTICE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- THE OWNER AND/OR THE OWNER'S REPRESENTATIVE HAS THE RIGHT TO REJECT ANY AND ALL WORK WHICH DOES NOT MEET WITH THE REQUIREMENTS OF THE SPECIFICATIONS AT ANY STAGE OF THE PROJECT. CONTRACTOR TO REPLACE REJECTED PLANT MATERIAL WITHIN ONE WEEK (5 BUSINESS DAYS) OF NOTICE.
- CONTRACTOR TO REQUEST INSPECTION OF PROJECT IN WRITING TO OWNER'S REPRESENTATIVE. IF ALL WORK IS SATISFACTORY AND COMPLETE IN ACCORDANCE WITH CONDITIONS OF CONTRACT DOCUMENTS, THEN THE OWNER AND/OR THEIR REPRESENTATIVE SHALL DECLARE THE PROJECT TO BE SUBSTANTIALLY COMPLETE. SUBSTANTIAL COMPLETION CONSTITUTES THE BEGINNING OF THE 1 YEAR WARRANTY PERIOD AND THE 90 DAY MAINTENANCE PERIOD.
- CONTRACTOR SHALL REMOVE ALL PLANT SAUCERS, GRADE SMOOTH, AND RE-MULCH AS WELL AS REMOVE PLANTING STAKES FROM SITE AFTER THE (1) YEAR WARRANTY PERIOD.

PROJECT SUBMITTALS:

- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR APPROVAL FOR ALL PROPOSED MATERIALS INCLUDING BUT NOT LIMITED TO PLANTS, STAKING, SOIL AMENDMENTS, FERTILIZER, MULCH, ETC. PRIOR TO PURCHASING. CONTRACTOR SHALL PROVIDE REPRESENTATIVE SAMPLES OF ALL PLANT MATERIAL ON-SITE FOR REVIEW BY OWNER'S REPRESENTATIVE. NOTIFY OWNER'S REPRESENTATIVE AT A MINIMUM OF 3 BUSINESS DAYS PRIOR TO INSPECTION. IF APPROVED BY OWNER'S REPRESENTATIVE, THEN DATED AND SCALED COLOR PHOTOGRAPHS MAY ALSO BE SUBMITTED.
- ALL PROJECT SUBMITTALS MUST BE COMPLETED AND COMPILED IN AN EASILY REPRODUCIBLE FORM. SUBMITTAL SHEETS THAT ARE NOT LEGIBLE AND REPRODUCIBLE WILL BE REJECTED. SUBMITTALS SHEETS THAT DO NOT CLEARLY IDENTIFY THE PRODUCTS OR MATERIALS SELECTED WILL BE REJECTED.
- CONTRACTOR SHALL SUBMIT TO THE OWNER'S REPRESENTATIVE THE GROWER'S AND/OR STATE INSPECTION CERTIFICATE FOR PLANT MATERIAL TWO (2) WEEKS PRIOR TO COMMENCEMENT OF WORK.
- PRODUCTS INSTALLED ON THE PROJECT SITE THAT ARE NOT CONSISTENT WITH THE PROJECT SUBMITTALS WILL BE REMOVED AND REPLACED WITH THE PRODUCTS IDENTIFIED IN THE PROJECT SUBMITTAL PACKAGE AT THE CONTRACTOR'S EXPENSE.
- PRIOR TO ISSUING SUBSTANTIAL COMPLETION NOTICE THE CONTRACTOR SHALL SUBMIT TO THE OWNER THREE (3) COPIES OF AS BUILT PLANS DOCUMENTS AND THREE (3) COPIES OF AN ANNUALIZED MAINTENANCE AND OPERATION MANUAL DETAILING ALL SCHEDULES, NURSERY PRACTICES, WATERING REQUIREMENTS, FERTILIZATION, TRIMMING, ETC., FOR ALL PLANT MATERIALS AND PLANT AREAS OF THE PROJECT.

SITE REQUIREMENTS:

- CONTRACTOR SHALL AGREE TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN THE CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER.
- LANDSCAPE HOLDING AREA, INGRESS, EGRESS, AND SITE ACCESS SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL NOT DISTURB OR IMPED ACCESS TO THE SITE BY OTHERS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE DAILY CLEANUP OF PREMISES AND REMOVAL OF DISCARDED OR SURPLUS MATERIALS AND RUBBISH IN A LAWFUL MANNER. ANY OPEN PITS OR TRENCHES SHALL BE COMPLETELY AND THOROUGHLY BARRICADED DURING THE WORKDAY AND COMPLETELY FILLED IN AT THE END OF EACH WORKDAY. ALL MATERIALS, PRODUCTS, AND EQUIPMENT REMAINING ON SITE AT THE END OF THE WORK DAY SHALL BE STORED IN AN ORGANIZED FASHION IN THE AREA DESIGNATED BY THE OWNER'S REPRESENTATIVE.
- ALL CONTRACTORS AND SUBCONTRACTORS SHALL HAVE A SET OF APPROVED CONSTRUCTION DOCUMENTS ON SITE AT ALL TIMES.
- DURING CONSTRUCTION, CREWS ARE REQUIRED TO HAVE AT LEAST ONE (1) ENGLISH SPEAKING PERSON ON SITE.

SITE PLAN AND COORDINATE GIOMETRY:

- MONUMENTS AND OTHER SURVEY CONTROL POINTS SHALL BE PROTECTED FROM DAMAGE AND DISTURBANCE. IF ANY CONTROL POINTS ARE DAMAGED OR DISTURBED, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER AND REPLACE THE CONTROL POINTS TO THEIR ORIGINAL CONDITION AT HIS OWN EXPENSE.
- LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION.

EXISTING TO REMAIN PLANT CARE:

- FLAG ALL TREES AND PALMS TO BE SAVED IN PLACE. PROVIDE BARRICADING IN ACCORDANCE WITH LOCAL STANDARDS AROUND TREES AND PALMS TO BE SAVED IN PLACE PRIOR TO SITE DEMOLITION.
- ALL WORK INVOLVING EXISTING TREES TO REMAIN SHALL BE UNDERTAKEN IN THE PRESENCE OF A REGISTERED ARBORIST. ALL TREES AND PALMS TO BE SAVED SHALL BE EXAMINED FOR DAMAGE, DISEASE AND INSECT INFESTATION. PARTS OF THE TREE SHOWING THESE CONDITIONS SHALL BE TREATED OR PRUNED IN ACCORDANCE WITH THE ARBORIST'S RECOMMENDATIONS. REMOVE ALL DEAD LIMBS AND VINES.
- ROOT PRUNE ALL TREES TO BE SAVED PER DRAWINGS PRIOR TO GRADING AROUND TREES.
- TREAT ALL CUTS WITH A FUNGICIDAL BARRIER. BACKFILL THE TRENCH, WITHIN 4 HOURS OF DIGGING, WITH A 1:1 MIXTURE OF SITE SOIL AND SAWDUST OR OTHER FINE ORGANIC MATERIAL. DO NOT COMPACT.
- FERTILIZE THE PLANT AS DIRECTED BY THE CONSULTING ARBORIST.

POCKET PARKS

CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.

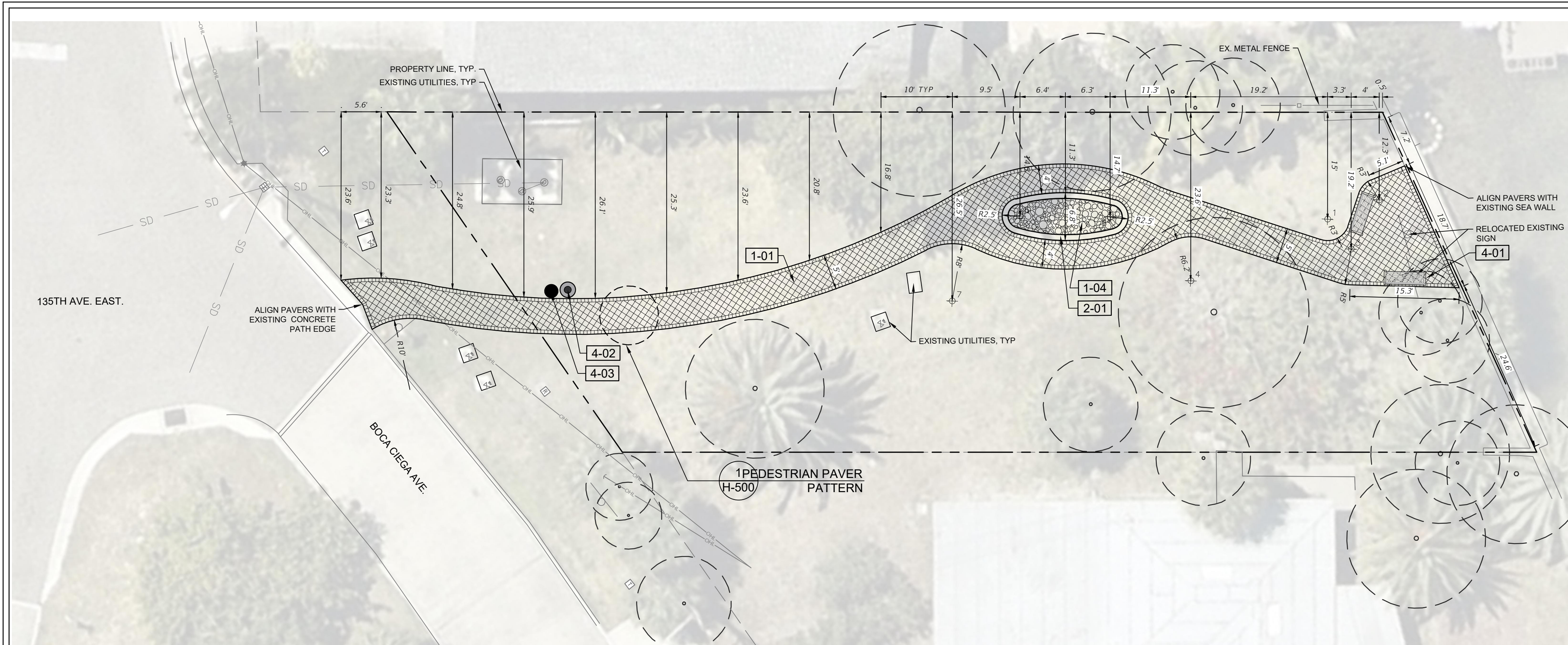


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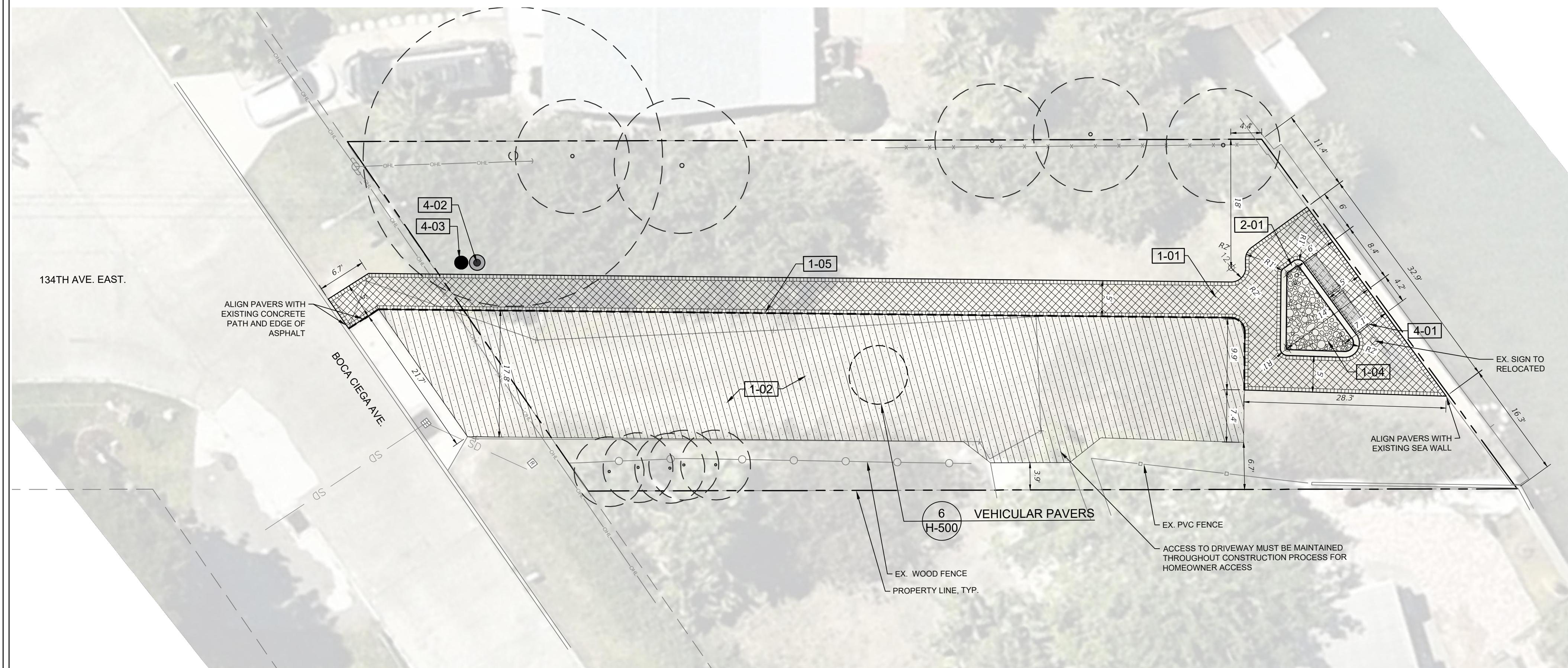
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MARTIN STEFFEN, FLA	6667386
NAME	LICENSE NO.
7/3/2024	
DATE	
2600036	FL
FIRM / BUSINESS NO.	STATE

PROJECT NO.:	38545.001
ISSUED:	OCTOBER 2023
DRAWN BY:	IG
CHECKED BY:	LMD
SCALE:	1" = 80'
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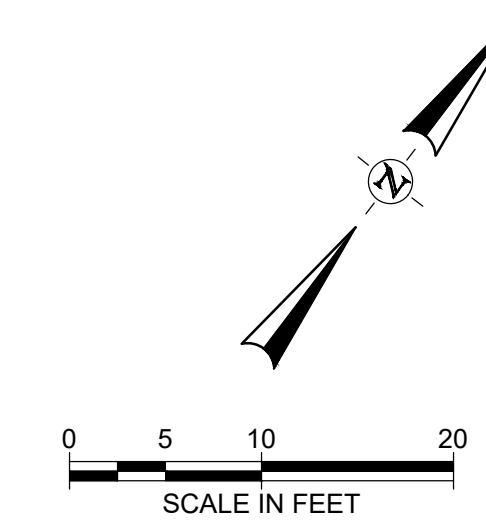
OVERALL SITE PLAN & GENERAL NOTES	
H-100	



1 135TH AVE. EAST



2 134TH AVE. EAST



REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	DETAIL
1 PAVEMENTS, CURBS & RAMPS		
[Symbol]	1-01 PEDESTRIAN PERMEABLE PAVERS - BELGARD AQUALINE, NAPOLI FINISH	4/4-500
[Symbol]	1-02 VEHICULAR PERMEABLE PAVERS - BELGARD AQUALINE, NAPOLI FINISH	6/4-500
[Symbol]	1-04 CRUSHED SHELL ROCK SHELL FINES 1/8" - 1/2" TRIPLE WASHED AND UNIFORMLY SPRED, 3" WETTED DEPTH	
[Symbol]	1-05 ISOLATION JOINT	
[Symbol]	1-06 CONCRETE MOW CURB	4/4-500
2 STEPS, WALLS & EMBANKMENTS		
[Symbol]	2-01 BLOCK WALL WITH CAP - BELGARD CASTLEMANOR, NAPOLI FINISH	5/4-500
4 SITE FURNISHINGS		
[Symbol]	4-01 BENCH - POLYWOOD VINEYARD 48" BENCH. PROVIDED BY CITY OF MADEIRA BEACH	6/4-500
[Symbol]	4-02 MOUNTING TRASH RECEPTACLE, 32 GALLON, 28.75" DIA. X 28.75" HT, RECYCLED PLASTIC MATERIAL. PROVIDED BY CITY OF MADEIRA BEACH	7/4-500
[Symbol]	4-03 PET WASTE STATION - PET WASTE ELIMINATOR, 12" X 18" ALUMINUM SIGN; DISPENSER BOX; 10 GAL WASTE RECEPTACLE WITH ATTACHED LID; (3) MOUNTING HARDWARE SETS EACH SET INCLUDES: (2) NUTS, BOLTS AND WASHERS. PROVIDED BY CITY OF MADEIRA BEACH	8/4-500

POCKET PARKS

CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.



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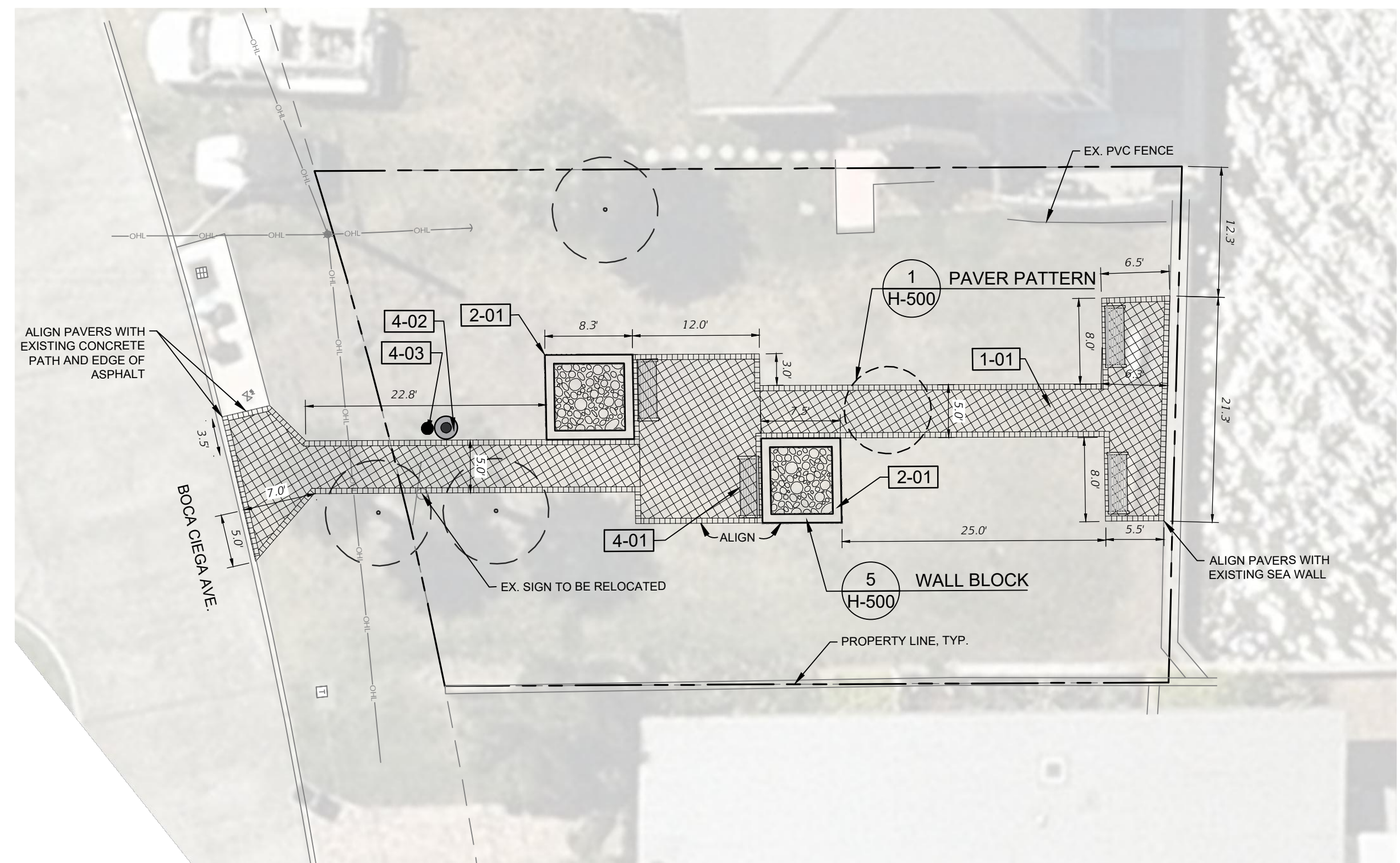
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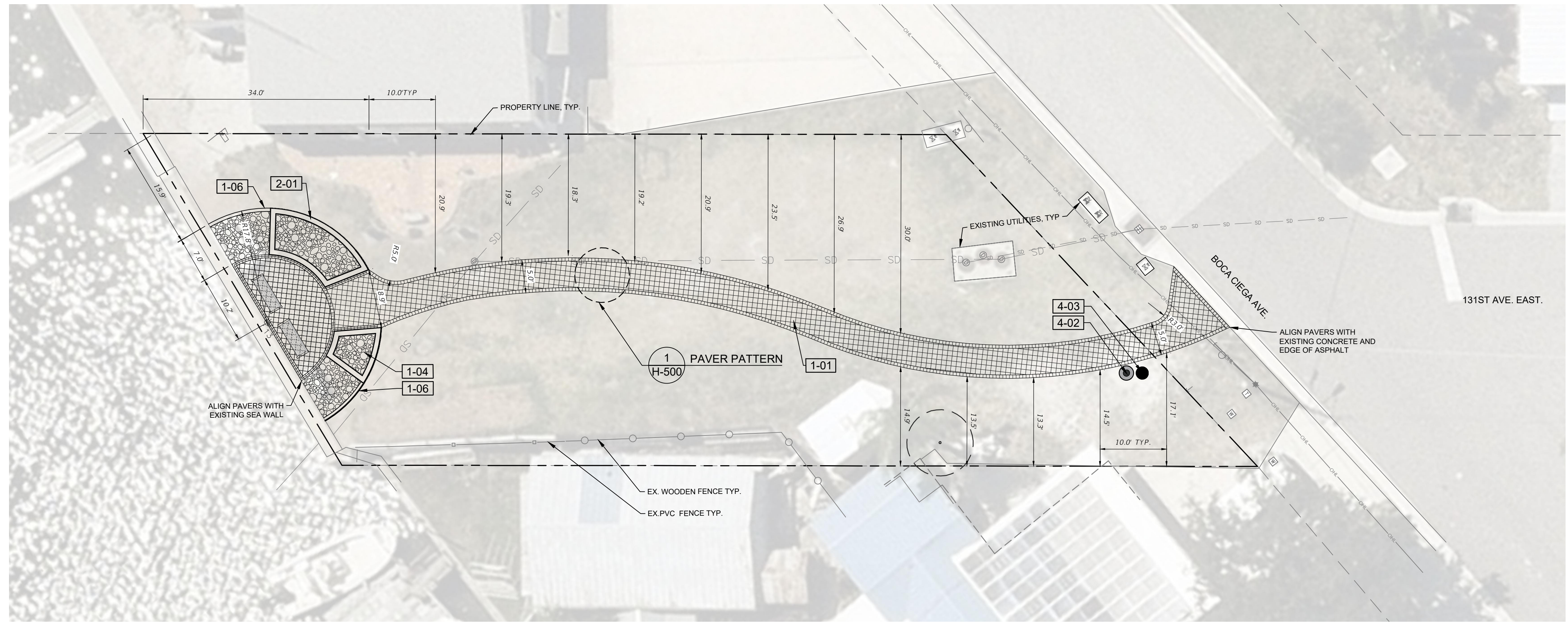
SHEET TITLE
HARDSCAPE PLANS

H-101

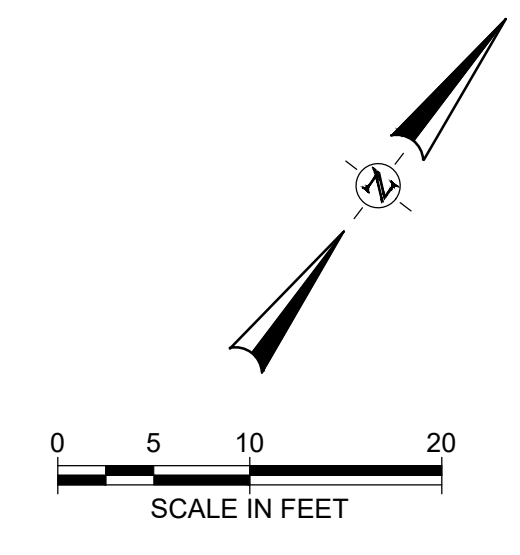
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3 132ND AVE. EAST



4 131ST AVE. EAST



REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	DETAIL
1 PAVEMENTS, CURBS & RAMPS		
1-01	PEDESTRIAN PERMEABLE PAVERS - BELGARD AQUALINE, NAPOLI FINISH	4/H-500
1-02	VEHICULAR PERMEABLE PAVERS - BELGARD AQUALINE, NAPOLI FINISH	6/H-500
1-04	CRUSHED SHELL ROCK, SHELL FINES 1/8" - 1/2" TRIPLE WASHED AND UNIFORMLY SPRED, 3" WETTED DEPTH	
1-05	ISOLATION JOINT	
1-06	CONCRETE MOW CURB	4/H-500
2 STEPS, WALLS & EMBANKMENTS		
2-01	BLOCK WALL WITH CAP - BELGARD CASTLEMANOR, NAPOLI FINISH	5/H-500
4 SITE FURNISHINGS		
4-01	BENCH - POLYWOOD VINEYARD 48" BENCH, PROVIDED BY CITY OF MADEIRA BEACH	6/H-500
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POCKET PARKS

CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.



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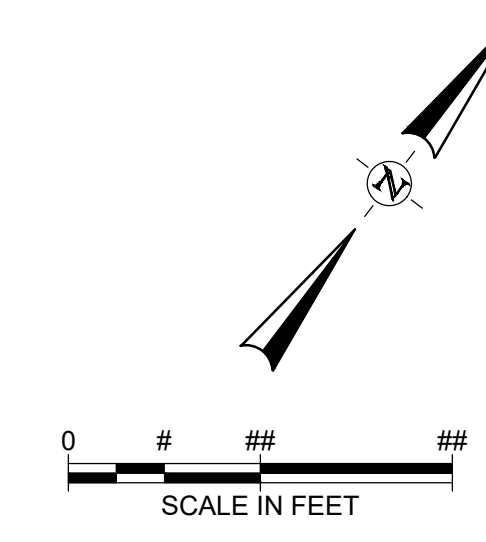
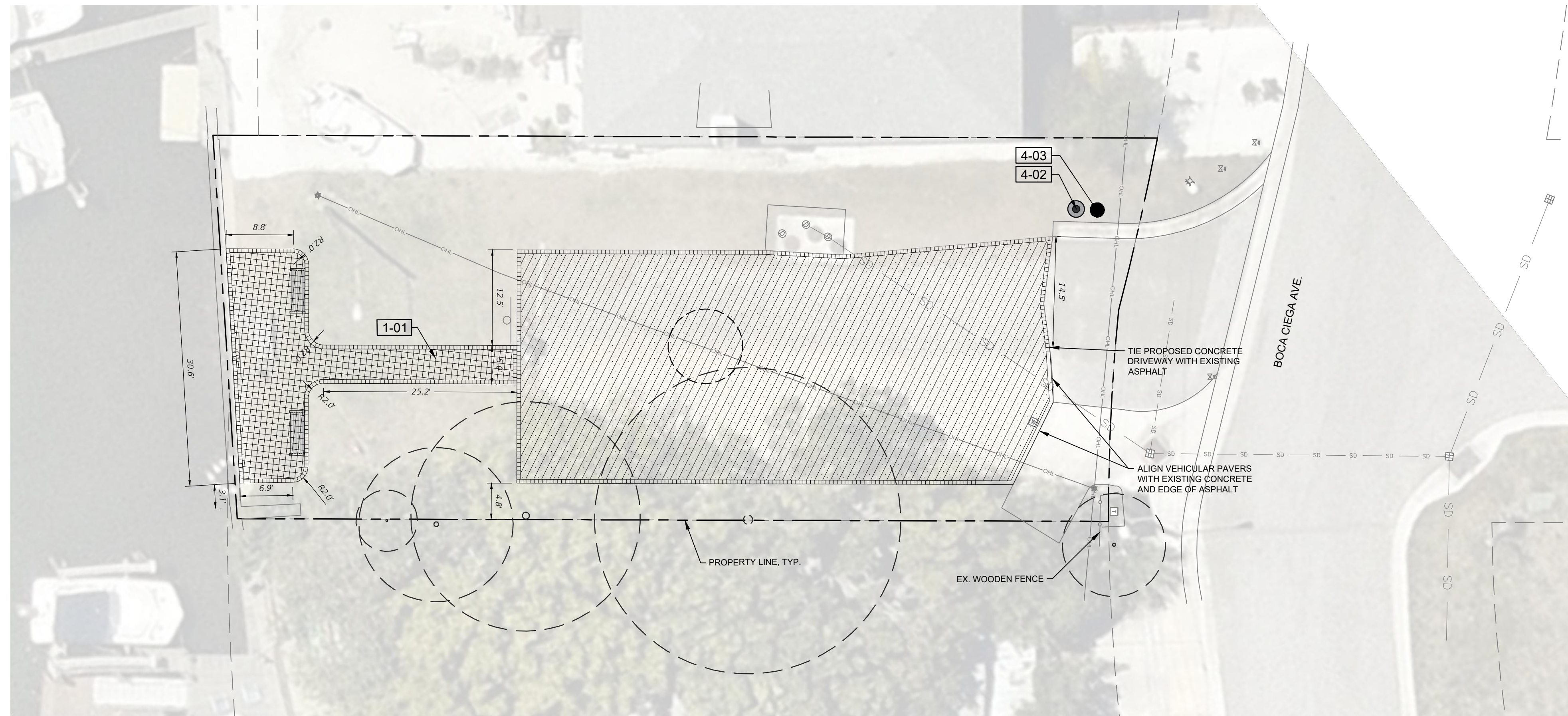
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PROJECT NO.:	38545.001
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SHEET TITLE	HARDSCAPE PLAN

H-102

FILE NAME: A:\38000636\38545\01\LACADD\Sheet1-L-BASE-HARD-38545.001.dwg DATE: July 3, 2024, TIME: 1:24 PM, USER: ah4588



REFERENCE NOTES SCHEDULE

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[Symbol]	1-01 PEDESTRIAN PERMEABLE PAVERS - BELGARD AQUALINE, NAPOLI FINISH	4H-500
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[Symbol]	1-05 ISOLATION JOINT	
[Symbol]	1-06 CONCRETE MOW CURB	4H-500
2 STEPS, WALLS & EMBANKMENTS		DETAIL
SYMBOL	DESCRIPTION	
[Symbol]	2-01 BLOCK WALL WITH CAP - BELGARD CASTLEMANOR, NAPOLI FINISH	5H-500
4 SITE FURNISHINGS		DETAIL
SYMBOL	DESCRIPTION	
[Symbol]	4-01 BENCH - POLYWOOD VINEYARD 48" BENCH. PROVIDED BY CITY OF MADEIRA BEACH	6H-500
[Symbol]	4-02 MOUNTING TRASH RECEPTACLE, 32 GALLON, 28.75" DIA. X 28.75" HT. RECYCLED PLASTIC MATERIAL. PROVIDED BY CITY OF MADEIRA BEACH	7H-500
[Symbol]	4-03 PET WASTE STATION - PET WASTE ELIMINATOR, 12" X 18" ALUMINUM SIGN, DISPENSER BOX, 10 GAL. WASTE RECEPTACLE WITH ATTACHED LID, (3) MOUNTING HARDWARE SETS EACH SET INCLUDES: (2) NUTS, BOLTS AND WASHERS. PROVIDED BY CITY OF MADEIRA BEACH	8H-500

5 132ND AVE. EAST

FILE NAME: A:\38000s\38545\01\1\ACADD\Sheets\H-L-BASE-HARD-38545\01.dwg DATE: July 3, 2024, TIME: 1:24 PM, USER: ah4588



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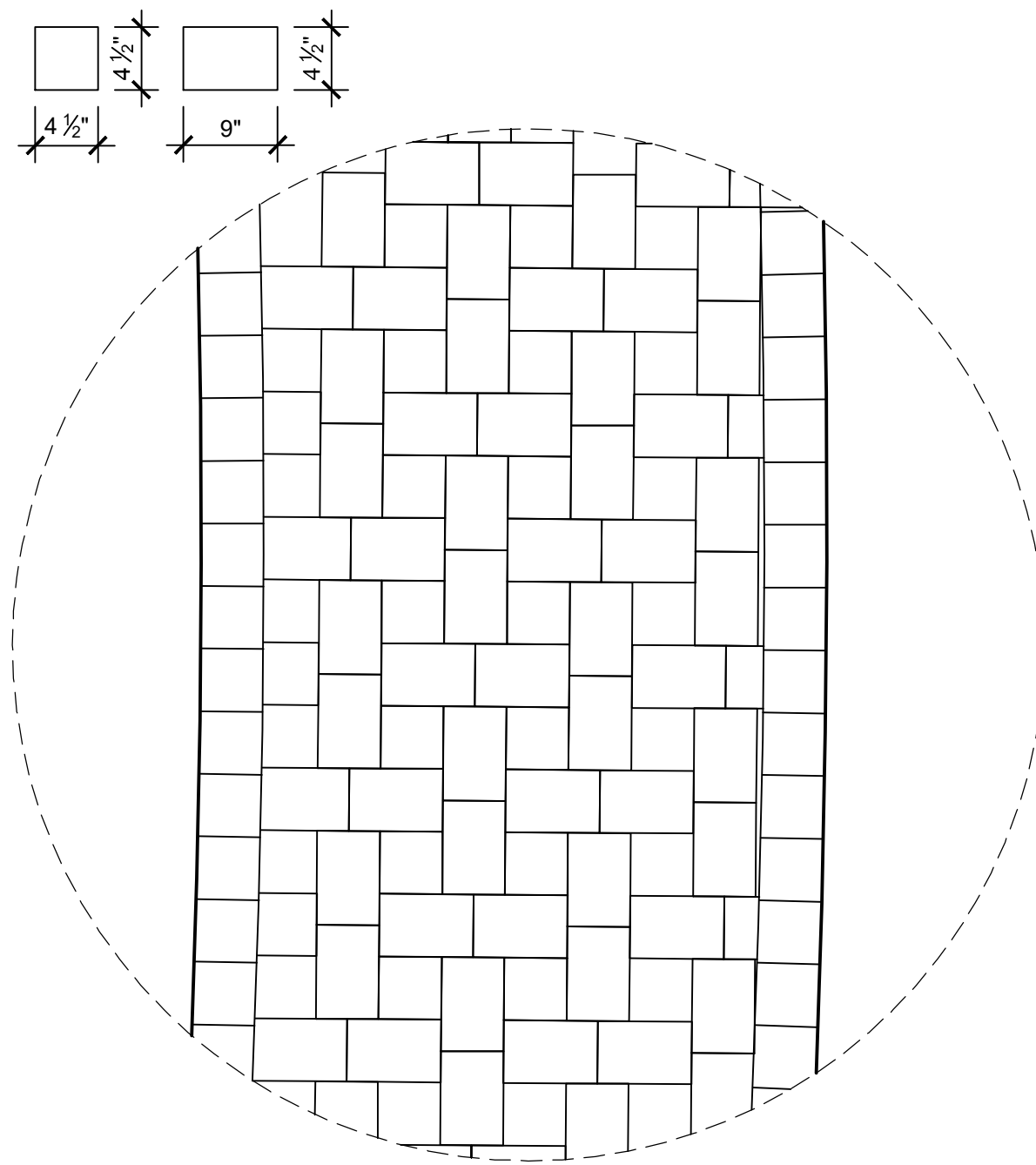
7/3/2024
DATE

2600036 FL
FIRM / BUSINESS NO. STATE

PROJECT NO.: 38545.001
ISSUED: OCTOBER 2023
DRAWN BY: IG
CHECKED BY: LMD
SCALE: 1" = 10'
SHEET TITLE
HARDSCAPE PLAN
H-103

PEDESTRIAN PAVERS

(2) PIECE - PATTERN B - BELGARD
 40% 4 1/2" x 4 1/2" x 3 1/8"
 60% 4 1/2" x 9" x 3 1/8"



PAVER NOTES:

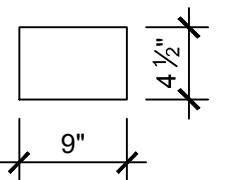
1. CONTRACTOR TO INSTALL ALL PAVERS PER MANUFACTURER'S SPECIFICATIONS
2. ALL AREAS OF PAVERS AS SHOWN ON THE PLANS SHALL BE SET WITH FLUSH TOP SURFACE AND SHALL MAINTAIN A MINIMUM SLOPE OF 0.5% UNLESS OTHERWISE NOTED ON THE PLANS OR DETAILS.
3. BEDDING SAND SHALL CONFORM TO THE GRADING REQUIREMENTS OF ASTM C33. MASON SAND IS NOT ACCEPTABLE. ALL BEDDING SAND SHALL BE SCREENED TO AN EVEN THICKNESS.
4. ALL AREAS OF PAVERS SHALL COMPLY WITH CURRENT ADA (AMERICANS WITH DISABILITIES ASSOCIATION) REQUIRED FOR ACCESSIBLE ROUTES.
5. ALL PAVERS "CUTS" SHALL BE MADE WITH A SPLITTER OR MASONRY SAW.

1 PEDESTRIAN PAVER PATTERN

3/4" = 1'-0"

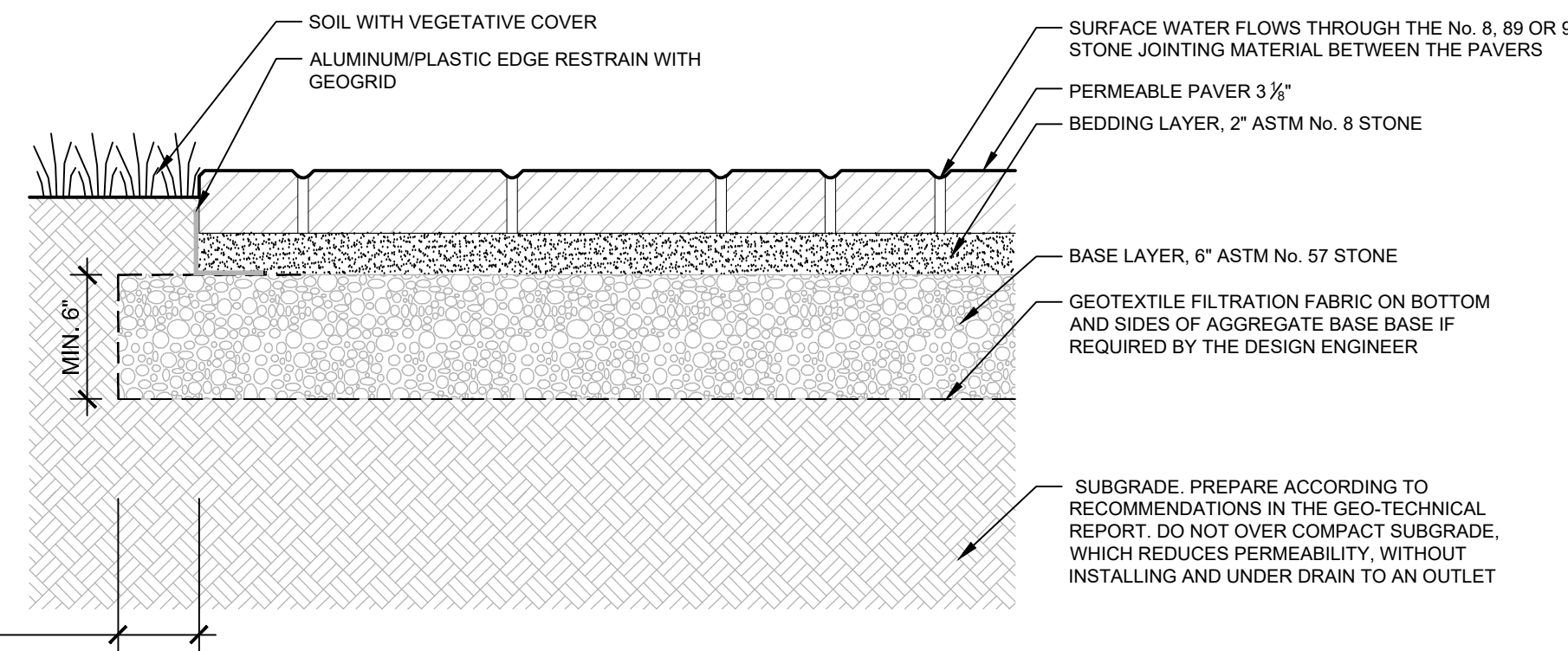
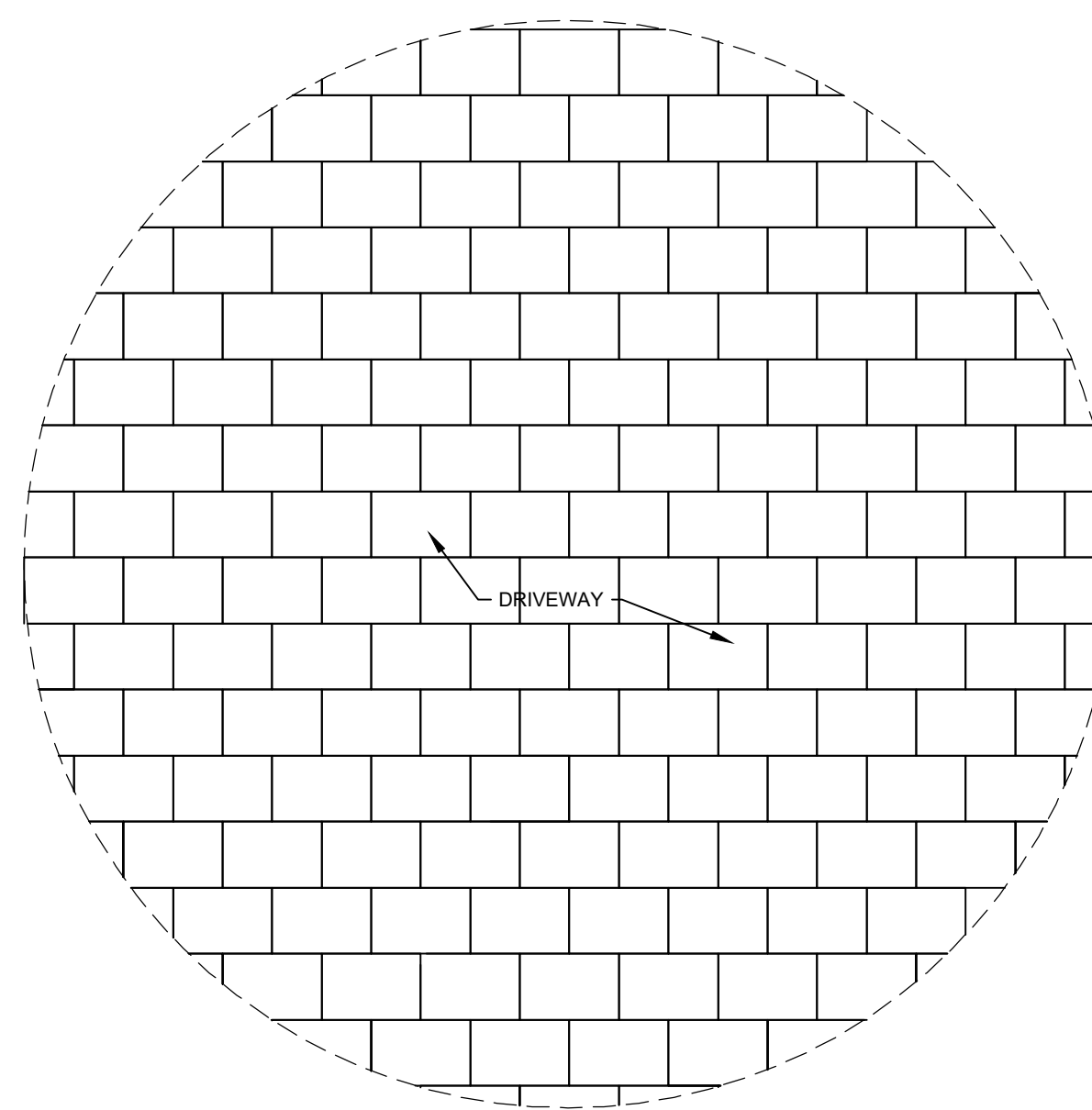
VEHICULAR PAVERS

SIZE: 4 1/2" x 9" x 3 1/2"
 PATTERN: RUNNING BOND



2 PARKING VEHICULAR PAVER PATTERN

3/4" = 1'-0"



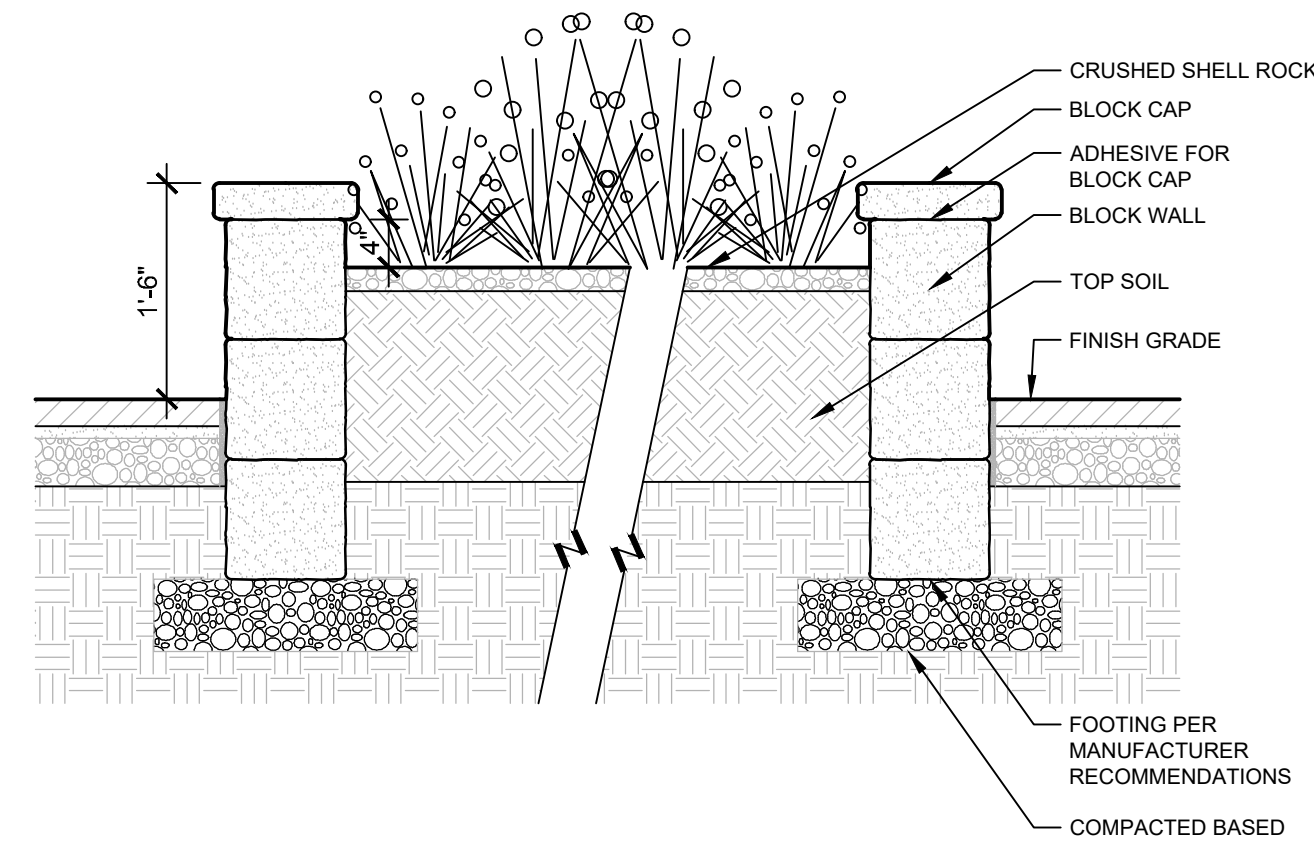
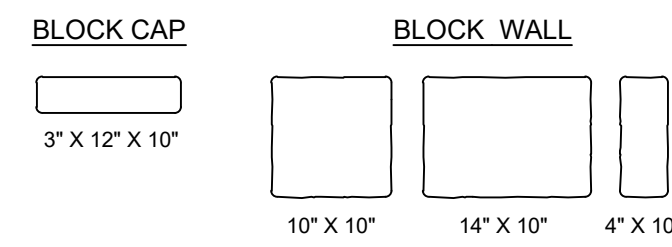
DESIGN NOTES:

1. CROSS SECTION AS SHOWN IS SUITABLE FOR PEDESTRIAN APPLICATIONS AND RESIDENTIAL DRIVEWAYS, PATIOS, AND SIDEWALKS.
2. DEPTH OF AGGREGATE BASE SUBJECT TO SITE SPECIFIC CONDITIONS (SOIL CONDITIONS, GROUNDWATER LEVELS, CLIMATIC CONDITIONS). CONTACT LOCAL BELGARD SALES REPRESENTATIVE.
3. DRAIN PIPES MAY BE REQUIRED WITHIN THE AGGREGATE BASE DEPENDING ON THE PERMEABILITY OF THE SUBGRADE SOILS. VERIFY DRAINAGE NEEDS WITH THE GEOTECHNICAL ENGINEER. ENSURE DRAIN PIPES ARE ABLE TO DAYLIGHT VIA GRAVITY FLOW TO SURFACE, OR CONNECT TO CATCH BASIN.

MINIMUM LENGTH EQUAL TO BASE THICKNESS

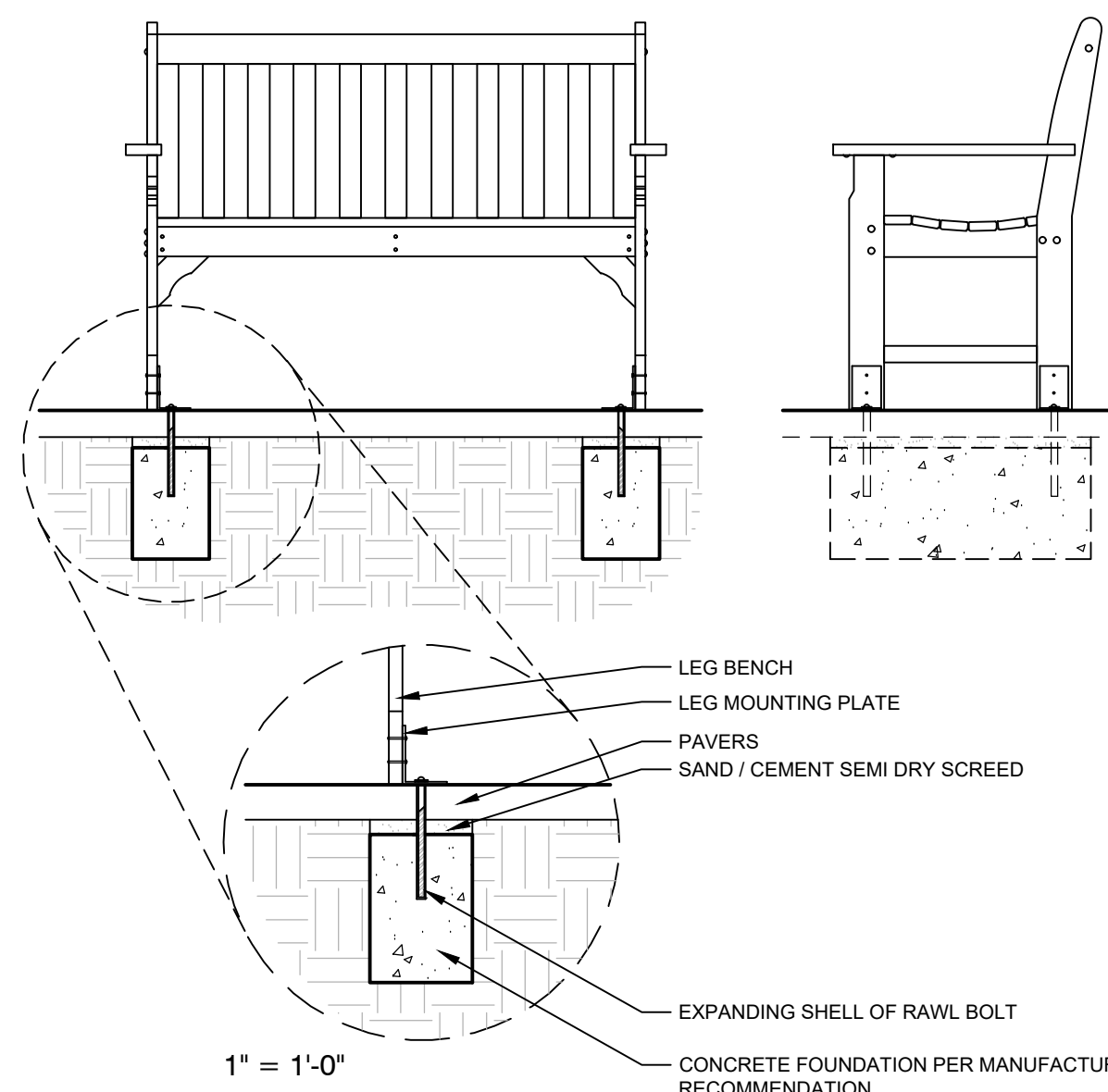
3 VEHICULAR / PEDESTRIAN PERMEABLE PAVERS

1 1/2" = 1'-0"



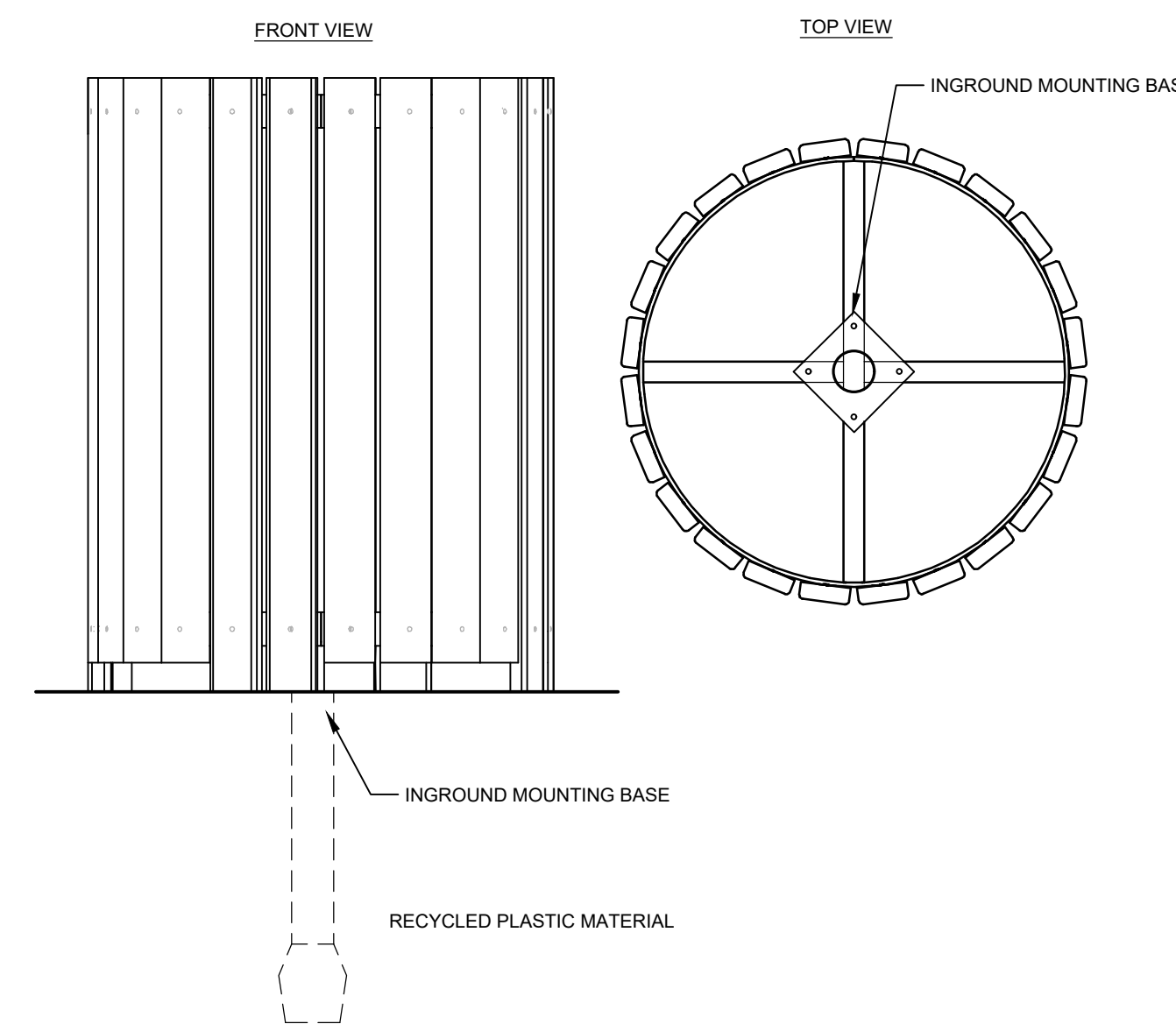
5 WALL BLOCK

3/4" = 1'-0"



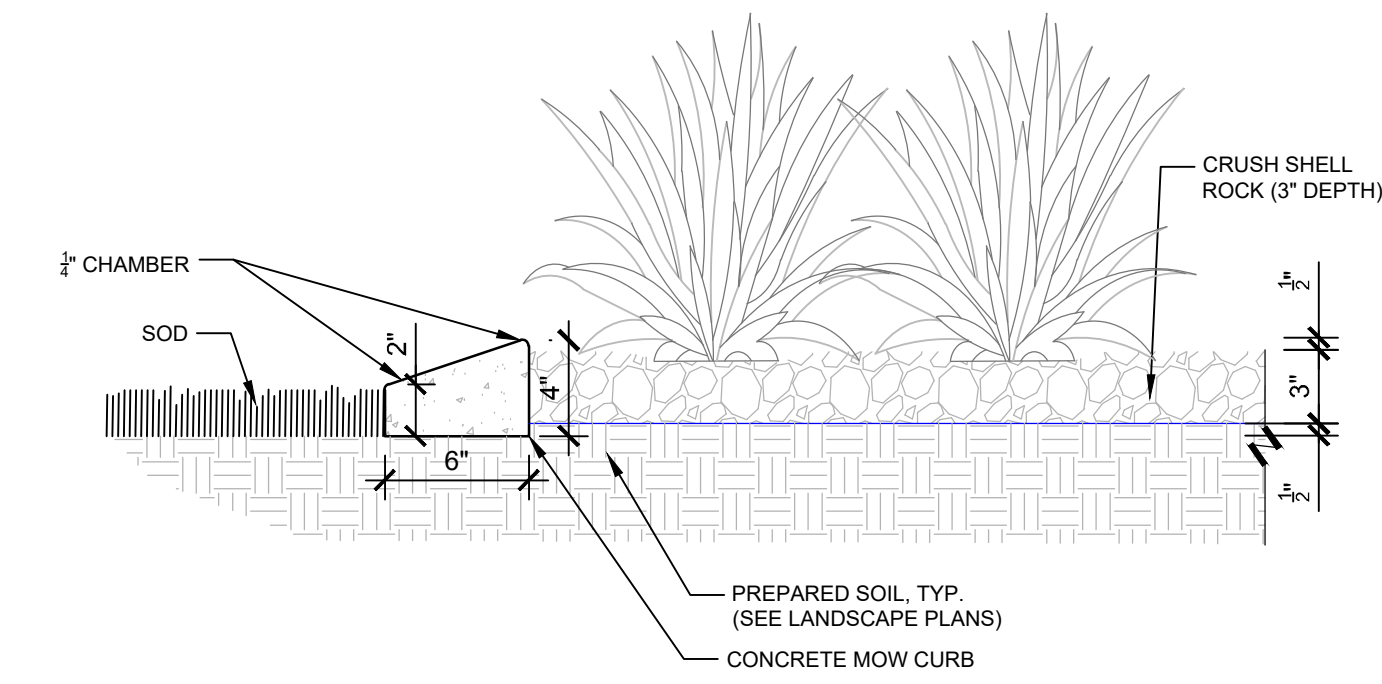
6 MOUNTING BENCH

3/4" = 1'-0"



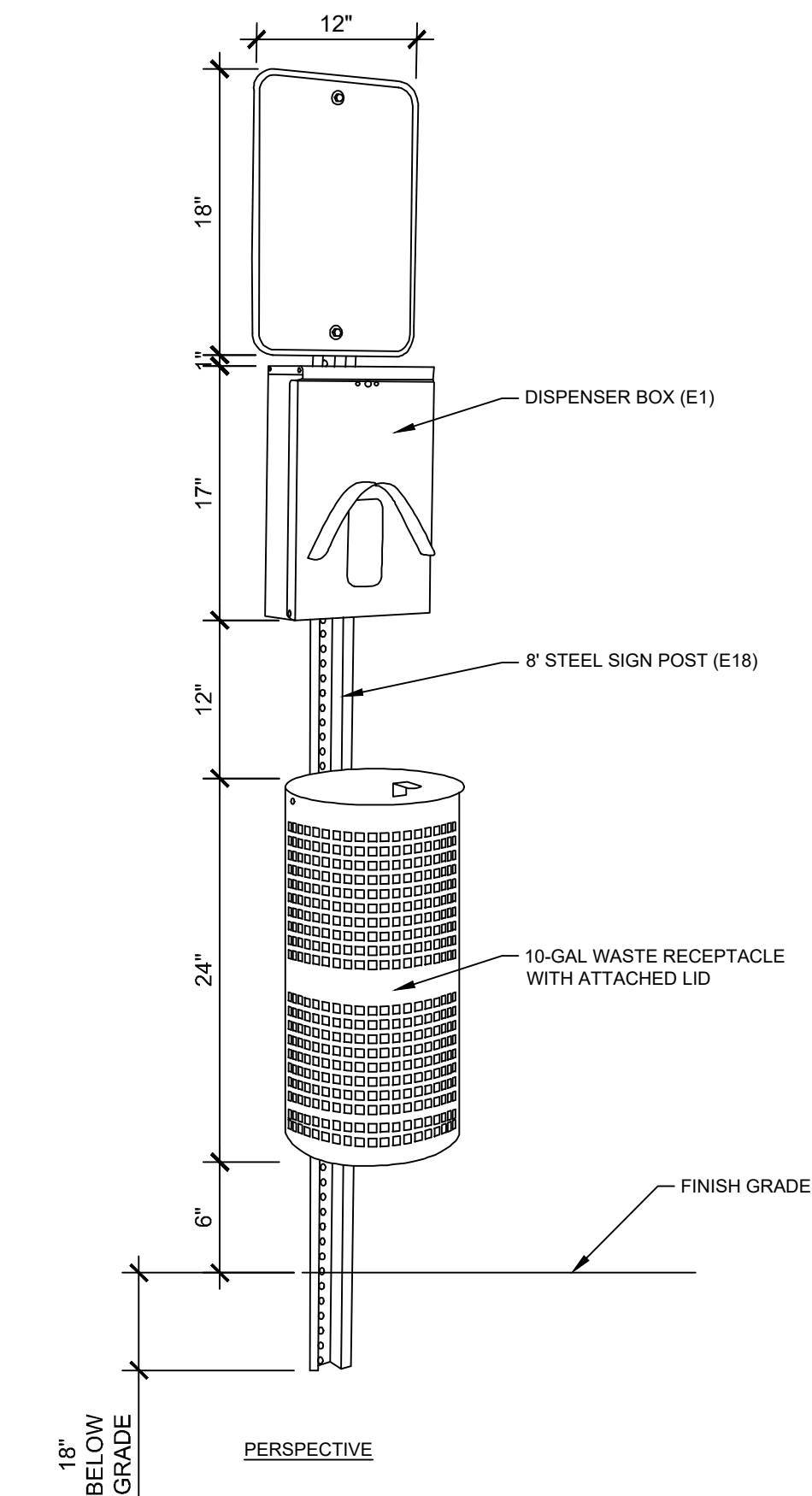
7 TRASH RECEPTACLE

3/4" = 1'-0"



4 CONCRETE MOW CURB

1 1/2" = 1'-0"



SPECIFICATIONS

- SUPERIOR KIT INCLUDES:**
1. 12" X 18" ALUMINUM SIGN.
 2. DISPENSER BOX.
 3. 10 GAL WASTE RECEPTACLE WITH ATTACHED LID.
 4. 3-MOUNTING HARDWARE SETS EACH SET INCLUDES: 2 NUTS, BOLTS AND WASHERS.
 5. 80 PET WASTE BAGS.
 6. 50 WASTE RECEPTACLE LINERS.

8 PET WASTE STATION

3/4" = 1'-0"

POCKET PARKS

CITY OF MADEIRA BEACH

MADEIRA BEACH, FLORIDA



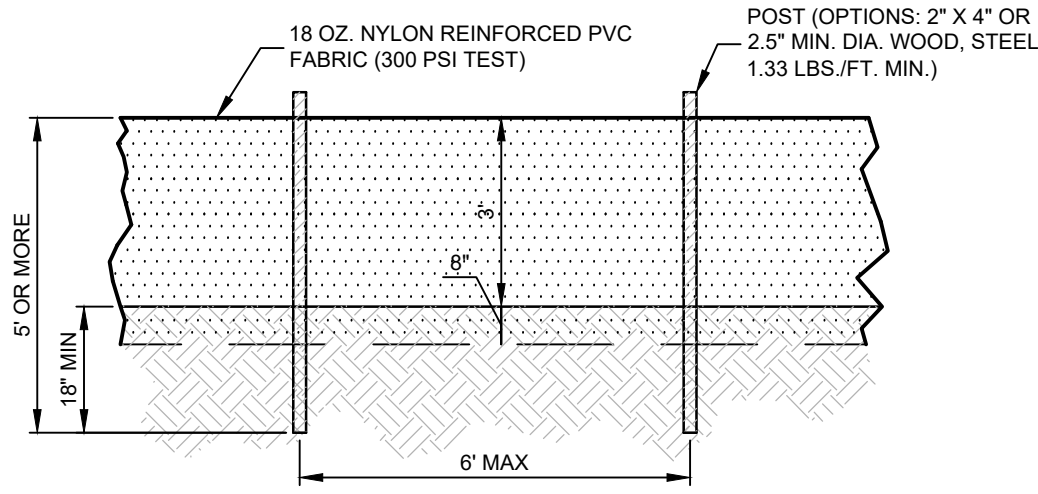
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 NAME LICENSE NO.
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PROJECT NO.:	38545.001
ISSUED:	OCTOBER 2023
DRAWN BY:	IG
CHECKED BY:	LMD
SCALE:	NTS
SHEET TITLE:	HARDSCAPE DETAILS

H-500



EROSION CONTROL & SEDIMENTATION CONTROL DEVICES:

- REFER TO LATEST EDITION OF FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS" INDEX NO. 103 FOR ADDITIONAL DETAILS AND SPECIFICATIONS.
- CONTRACTOR SHALL INSTALL EROSION CONTROL DEVICES PRIOR TO ANY OTHER CONSTRUCTION ACTIVITIES. THE DEVICE SHALL BE INSTALLED IN THE LOCATIONS ON THE DRAWINGS AND ANYWHERE ELSE THERE IS A POTENTIAL FOR EROSION AS SEDIMENT TO EXIT THE WORK AREA.
- CONTRACTOR SHALL INSPECT INSTALLED EROSION CONTROL DEVICE WEEKLY DURING CONSTRUCTION AND AFTER HEAVY RAINS FOR DAMAGE. MAINTENANCE SHALL INCLUDE CLEANING BUILT-UP SEDIMENT BEHIND THE BARRIERS AND/OR REPLACING DAMAGED SECTIONS.
- THE EROSION CONTROL DEVICE SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL A PERMANENT STAND OF GRASS (OR OTHER PERMANENT STABILIZATION) IS ESTABLISHED.

EROSION / TURBIDITY CONTROL NOTES:

- THE INSTALLATION OF TEMPORARY EROSION CONTROL BARRIERS SHALL BE COORDINATED WITH THE CONSTRUCTION OF THE PERMANENT EROSION CONTROL FEATURES TO THE EXTENT NECESSARY TO ASSURE ECONOMICAL, EFFECTIVE AND CONTINUOUS CONTROL OF EROSION AND WATER POLLUTION THROUGHOUT THE LIFE OF THE CONSTRUCTION PHASE.
- THE TYPE OF EROSION CONTROL BARRIERS USED SHALL BE GOVERNED BY THE NATURE OF THE CONSTRUCTION OPERATION AND SOIL TYPE THAT WILL BE EXPOSED. SILTY AND CLAYEY MATERIAL USUALLY REQUIRE SOLID SEDIMENT BARRIERS TO PREVENT TURBID WATER DISCHARGE, WHILE SANDY MATERIAL MAY NEED ONLY SILT SCREENS OR HAY BALES TO PREVENT EROSION. FLOATING TURBIDITY CURTAINS SHALL BE USED IN OPEN WATER SITUATIONS. DIVERSION DITCHES OR SWALES MAY BE REQUIRED TO PREVENT TURBID STORM WATER RUNOFF FROM BEING DISCHARGED TO WETLANDS OR OTHER WATER BODIES. IT MAY BE NECESSARY TO EMPLOY A COMBINATION OF BARRIERS, DITCHES AND OTHER EROSION/TURBIDITY CONTROL MEASURES IF CONDITIONS WARRANT.
- THE CONTRACTOR SHALL SCHEDULE HIS OPERATIONS SUCH THAT THE AREA OF UNPROTECTED ERODIBLE EARTH EXPOSED AT ANY ONE TIME IS NOT LARGER THAN THE MINIMUM AREA NECESSARY FOR EFFICIENT CONSTRUCTION OPERATIONS, AND THE DURATION OF EXPOSED, UNCOMPLETED CONSTRUCTION TO THE ELEMENTS SHALL BE AS SHORT AS PRACTICABLE. GRUBBING AND GRUBBING SHALL BE SO SCHEDULED AND PERFORMED THAT GRADING OPERATIONS CAN FOLLOW IMMEDIATELY THEREAFTER, AND GRADING OPERATIONS SHALL BE SCHEDULED AND PERFORMED THAT PERMANENT EROSION CONTROL FEATURES CAN FOLLOW IMMEDIATELY THEREAFTER IF CONDITIONS ON THE PROJECT PERMIT.
- THE CONTRACTOR PROVIDE ROUTINE MAINTENANCE OF PERMANENT AND TEMPORARY EROSION CONTROL FEATURES UNTIL THE PROJECT IS COMPLETE AND ALL BARED SOILS ARE STABILIZED.
- ALL GREEN AND/OR DISTURBED AREAS TO BE SODDED/RESODDED TO MATCH EXISTING TURF SPECIES, UNLESS OTHERWISE NOTED.
- ANY SOD PLACED ON SLOPES EXCEEDING 3:1 TO BE ANCHORED BY STAKES, NETS, AND/OR OWNER'S REPRESENTATIVE WRITTEN APPROVED METHOD.
- REQUIRED TREE BARRICADES AND EROSION CONTROL MUST REMAIN INTACT THROUGHOUT CONSTRUCTION. ENCROACHMENT INTO OR FAILURE TO MAINTAIN THESE BARRICADES WILL RESULT IN ENFORCEMENT ACTION WHICH MAY INCLUDE CITATIONS AND/OR PERMIT REVOCATION AS PROVIDED BY LOCAL JURISDICTION.
- ROOT PRUNING SHALL BE CONDUCTED AFTER STAKING FOR, AND PRIOR TO INSTALLATION OF SILT FENCE, A CERTIFIED ARBORIST, INTERNATIONAL SOCIETY OF ARBORICULTURE-CERTIFIED, SHALL CONDUCT OR OVERSEE ROOT PRUNING ACTIVITIES. THE CERTIFIED ARBORIST SHALL DETERMINE SPECIFIC EQUIPMENT AND METHODS TO BE USED. THE CERTIFIED ARBORIST SHALL REVIEW ROOT PRUNING SHOWN ON THE PLANS, AND SHALL VERIFY OR MODIFY AS NEEDED THE LIMITS AND LOCATIONS OF ROOT PRUNING TO MINIMIZE IMPACTS TO AFFECTED TREES. THE CERTIFIED ARBORIST SHALL RECOMMEND ANY ASSOCIATED TREATMENTS SUCH AS FERTILIZERS, FUNGICIDES, PESTICIDES, ETC. TO THE OWNER FOR REVIEW AND APPROVAL.

SITE DEMOLITION NOTES:

- ALL MATERIALS TO BE DEMOLISHED INCLUDING BUT NOT LIMITED TO PLANT MATERIAL, HARDSCAPE BASE MATERIAL, CONCRETE, AND OVERHEAD STRUCTURE SHALL BE REMOVED FROM SITE AND DISPOSED OF IN A LAWFUL MANNER.
- EXISTING TREES THAT ARE SHOWN TO REMAIN, SHALL MAINTAIN PROTECTIVE BARRIERS AT ALL TIMES. REFER TO DETAIL BELOW.
- THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES PRIOR TO DEMOLITION AND WILL BE RESPONSIBLE FOR THE DAMAGE OF ANY ON-SITE OR OFF-SITE UTILITIES THAT ARE NOT A PART OF THIS PROJECT OR ARE NOT IDENTIFIED TO BE REMOVED. CONTRACTOR SHALL REPAIR ANY DAMAGED IRRIGATION LINES, IRRIGATION APPENDICES, UTILITIES, AND STORM PIPES NOT IDENTIFIED TO BE REMOVED TO THEIR PRE-CONSTRUCTION CONDITION.
- THE CONTRACTOR SHALL BARRICADE THE SITE AND PROPERLY CONTROL TRAFFIC.
- EXISTING SITE FURNITURE SHALL BE RELOCATED OUTSIDE OF CONSTRUCTION LIMITS SHOWN ON PLANS. THE CONTRACTOR SHALL EXERCISE CAUTION NOT TO DAMAGE AND SHALL PRESERVE ALL EXISTING SITE FURNITURE. DAMAGED SITE FURNITURE SHALL BE REPLACED AT THE CONTRACTOR EXPENSE WITH LIKE FURNISHINGS OR APPROVED EQUAL. EXACT POINT(S) OF RELOCATION AND/OR REPLACEMENT SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE.

NOTES:

1- SEE SPECIFICATIONS FOR ADDITIONAL TREE PROTECTION REQUIREMENTS.

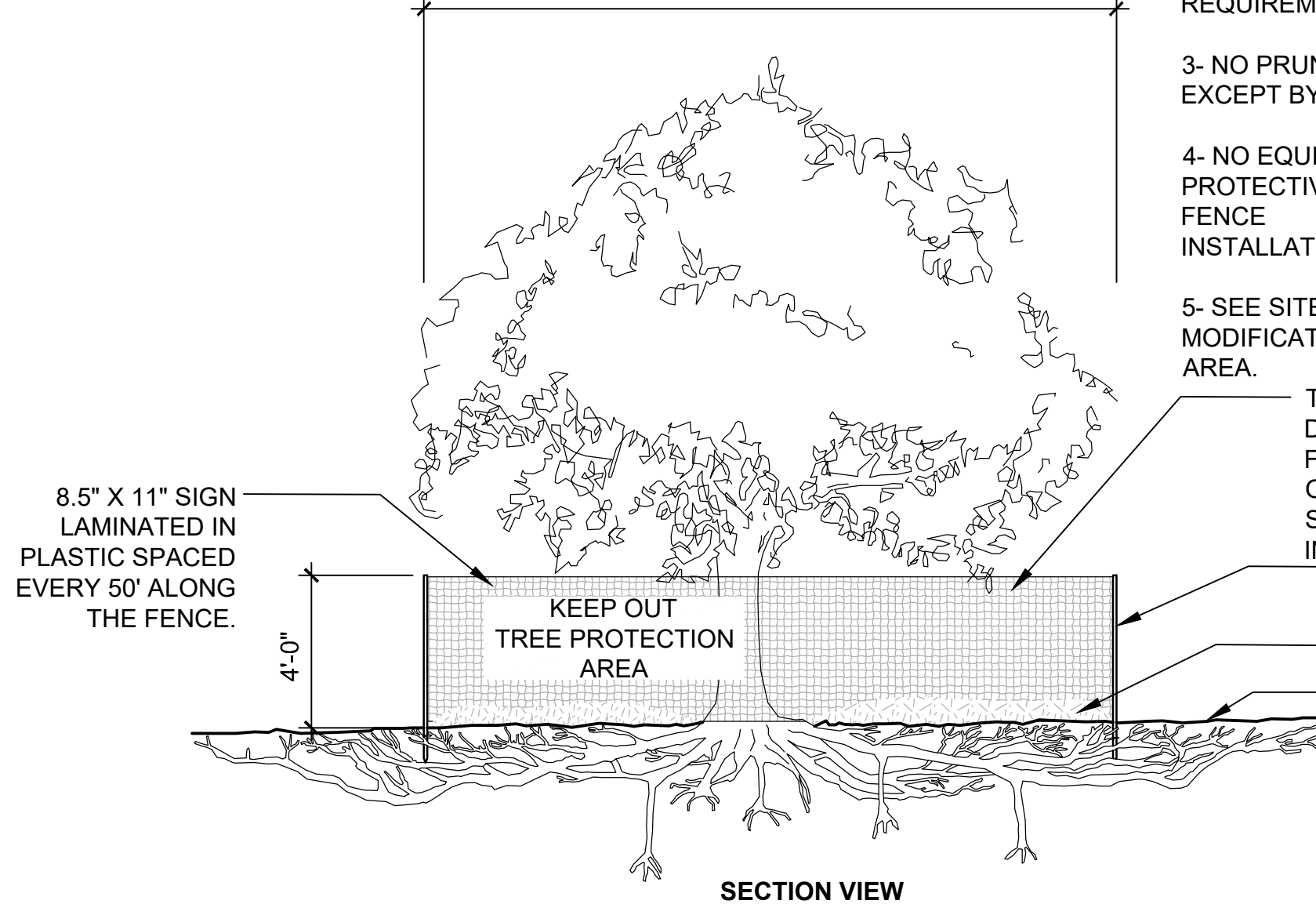
2- IF THERE IS NO EXISTING IRRIGATION, SEE SPECIFICATIONS FOR WATERING REQUIREMENTS.

3- NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.

4- NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING INSTALLATION AND REMOVAL.

5- SEE SITE PREPARATION PLAN FOR ANY MODIFICATIONS WITH THE TREE PROTECTION AREA.

CROWN DRIP LINE OR OTHER LIMIT OF TREE PROTECTION AREA. SEE TREE PRESERVATION PLAN FOR FENCE ALIGNMENT.



TREE PROTECTION FENCE: HIGH DENSITY POLYETHYLENE FENCING WITH 3.5\"/>

5\"/>

MAINTAIN EXISTING GRADE WITH THE TREE PROTECTION FENCE UNLESS OTHERWISE INDICATED ON THE PLANS.

SECTION VIEW

9 TREE PROTECTION

3/16\"/>

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HDI-MA-05

HARDSCAPE NOTES:

- ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF MADEIRA BEACH REQUIREMENTS.
- CONTRACTOR SHALL PROTECT EXISTING BLOCK WALL FACE AND CONCRETE DURING CONSTRUCTION TO PREVENT CHIPPING, CONCRETE SPLATTER, CRACKING, TOPPLING, AND ANY OTHER STRUCTURAL OR AESTHETIC DEFECTS.
- ALL EARTHWORK, PLACEMENT OF FILL AND PAVEMENT PREPARATION TO CONFORM TO THE MORE STRICT OF CITY OF MADEIRA BEACH FOR TECHNICAL SPECIFICATIONS, FDOT STANDARD SPECIFICATIONS, OR THE OWNER'S REPRESENTATIVE'S RECOMMENDATIONS.
- ALL DELETERIOUS SUBSURFACE MATERIAL (I.E. MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. DELETERIOUS MATERIAL IS TO BE REMOVED AND DISCARDED FROM THE SITE IN A LAWFUL MANNER. EXCAVATED AREAS TO BE BACK FILLED WITH APPROVED MATERIALS AND COMPACTED AS DETAILED ON THESE PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND SHALL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. DEWATERING METHODS SHALL BE USED AS REQUIRED TO KEEP TRENCHES DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED.
- ANY UNDERGROUND UTILITIES INCLUDING CONDUIT FOR ELECTRICAL, IRRIGATION LINES AND SLEEVING, CABLE TV AND TELEPHONE CROSSINGS SHALL BE INSTALLED PRIOR TO PAVEMENT CONSTRUCTION. CONTRACTOR TO COORDINATE INSTALLATION OF ANY ADDITIONAL CONDUIT LOCATIONS WITH OWNER.
- ALL CURB CUT RAMPS TO BE CONSTRUCTED PER FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS (FDOT INDEX 304) AND BE ADA COMPLIANT INCLUDING USE OF TRUNCATED DOME TACTILE SURFACE. TERMINATION OF CURB SHALL INCLUDE A 3' TRANSITION TO FLUSH UNLESS OTHERWISE NOTED ON THE PLANS.
- SLOPES, SLOPE DIRECTION, AND HIGH POINTS HAVE BEEN PROVIDED FOR INFORMATIONAL PURPOSES ONLY. FINAL GRADE ELEVATIONS ARE TO BE DETERMINED BY CONTRACTOR. IN GENERAL ALL NEWLY POURED CONCRETE SHALL BE 6\"/>
- CONTRACTOR SHALL RE-ESTABLISH SMOOTH TRANSITION TO SURROUNDING SODDED AREAS. ADDITIONAL GRADING AND SODDING MAY BE REQUIRED TO ESTABLISH TRANSITION. FINISHED GRADE OF SURROUNDING SODDED AREA TO BE 2\"/>
- CONTRACTOR SHALL COORDINATE WITH AWNING WORKS TO VERIFY LOCATION OF FOOTERS AND OVERHEAD STRUCTURE PRIOR TO INSTALLATION OF ANY PAVING/HARDSCAPE MATERIALS.
- COMPACTED SUB-GRADE SHALL BE MECHANICALLY MIXED TO THE SPECIFIED DEPTH PRIOR TO GRADING, COMPACTION, AND TESTING.
- CONTRACTOR SHALL SAW CUT AND PROVIDE CONSTRUCTION JOINT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING WALL DURING ALL CONCRETE INSTALLATION ACTIVITIES.
- CONTRACTOR TO UTILIZE SAME PAVEMENT BASE OPTION MATERIAL FOR ALL PAVING WITHIN PROJECT.
- CONCRETE PAVING TO BE 4\"/>
- PROVIDE SAMPLES OF CONCRETE MATERIAL AND FINISHING TECHNIQUES TO OWNER'S REPRESENTATIVE PRIOR TO ORDERING. FINAL APPROVAL FROM OWNER'S REPRESENTATIVE IS REQUIRED PRIOR TO INSTALLATION.

PLANTER NOTES:

- THE CONTRACTOR SHALL MAINTAIN AND PROTECT FROM MUD, DIRT, DEBRIS, ETC. THE STORM DRAINAGE SYSTEM UNTIL FINAL ACCEPTANCE OF THE PROJECT. THE CONTRACTOR MAY BE REQUIRED TO RECLEAN PIPES AND INLETS FOR THESE PURPOSES.
- CONTRACTOR SHALL FURNISH ALL MATERIALS AND CONSTRUCT BLOCK RETAINING WALLS USING GEOGRID REINFORCEMENT AND MODULAR BLOCKS. PREPARE FOUNDATION SOIL, FURNISH AND INSTALL LEVELING PAD AND DRAINAGE FILL PER MANUFACTURER'S RECOMMENDATIONS.
- FOR BIDDING PURPOSES ONLY, CONTRACTOR SHALL ASSUME: "BELGARD CASTLEMANOR, NAPOLI FINISH". WALL CAP TO BE 12\"/>
- SUBMIT COMPLETE WORKING DRAWINGS, CALCULATIONS, AND SPECIFICATIONS FOR THE INSTALLATION OF THE RETAINING/SEAT WALL. INCLUDE THE FOLLOWING, AT A MINIMUM: DETAILS AND DIMENSIONS FOR ALL ELEMENTS, COMPONENTS AND APPURTENANCES.
- WALL CONSTRUCTION SHALL BE BASED ON NATIONAL CONCRETE MASONRY ASSOCIATION DESIGN GUIDELINES FOR SEGMENTAL RETAINING WALLS. DESIGN MUST ALSO BE IN COMPLIANCE WITH FLORIDA BUILDING CODE (LATEST EDITION) AND THE CITY OF MADEIRA BEACH.
- ALL BACKFILL SOIL AND SUB-SURFACE SHALL BE PREPARED TO MEET THE REQUIREMENTS OF MANUFACTURER'S RECOMMENDATIONS.
- ALL FEATURES OF THE SYSTEM FURNISHED, INCLUDING PRECAST ELEMENTS, FASTENERS, CONNECTIONS, SOIL REINFORCEMENTS, GEOGRID REINFORCEMENT, AND OTHER NECESSARY COMPONENTS, SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE.
- VISIBLE WALL HEIGHT (ABOVE GRADE) SHALL BE EIGHTEEN INCHES. HEIGHTS AND LENGTHS SHALL NOT BE LESS THAN THOSE SHOWN ON THE PLANS.
- PRIOR TO INSTALLATION, CONTRACTOR SHALL STAKE LOCATIONS AND LIMITS OF WALL TO REFLECT PLANS TO GREATEST EXTENT POSSIBLE. COORDINATE WITH OWNER'S REPRESENTATIVE TO REVIEW STAKING PRIOR TO INSTALLATION. PROVIDE A MINIMUM OF TWO BUSINESS DAYS NOTICE OF PROPOSED STAKING REVIEW. OWNER'S REPRESENTATIVE MAY DIRECT ADJUSTMENTS IN THE FIELD TO ENSURE NO CONFLICT WITH UTILITIES OR OTHER SITE FEATURES. NO CHANGES TO WALL LAYOUT WILL BE MADE WITHOUT THE OWNER'S REPRESENTATIVE'S APPROVAL.
- ANY SURVEY WORK REQUIRED TO LAY OUT WALLS WILL BE PROVIDED BY THE CONTRACTOR AND WILL BE INCLUDED IN THE LUMP SUM COST OF THE PROJECT.
- ALL UNSUITABLE MATERIAL SUCH AS ROCK, BRUSH AND ORGANIC SOIL SHALL BE REMOVED FROM BENEATH FOUNDATION. PREPARED SURFACE SHALL MEET OR EXCEED ALLOWABLE BEARING CAPACITY OF 2,000 POUNDS PER SQ. FT. AND VERIFIED BY CONTRACTOR'S ENGINEER PRIOR TO START OF LEVELING PAD CONSTRUCTION. ANY OVER-EXCAVATION OR REQUIRED FILL SHALL COMPLY WITH ASTM (D-1557).
- BACKFILL MATERIAL AND COMPACTION RATE SHALL BE PER THE MANUFACTURER'S RECOMMENDATION.
- FILTER FABRIC SHALL BE FDOT TYPE D-3, NON-WOVEN GEOTEXTILE. PROVIDE 12 INCH OVERLAP AT VERTICAL JOINTS AND 2 INCHES TURNING AT EACH LAYER OF GEOGRID.
- EXISTING SLOPE SHALL BE IMPACTED AS MINIMALLY AS IS FEASIBLE TO COMPLETE THE WORK.
- INSTALL FOUNDATION MATERIAL IN 2\"/>
- USE CLEAN GRAVEL TO FILL OPENINGS IN, BETWEEN, AND BEHIND THE WALL UNITS.
- ALL SEGMENTAL BLOCK UNITS WITHIN THE LAST 3 FEET OF END OF EACH WALL WILL BE ATTACHED WITH ADHESIVE. IN ADDITION TO ANY OTHER STRUCTURAL MATERIALS RECOMMENDED BY THE MANUFACTURER, THE MINIMUM EMBEDMENT DEPTH MUST BE MAINTAINED AT THE END OF EACH WALL WHERE IT RETURNS AND STEPS UP INTO THE EXISTING EMBANKMENT SLOPE.
- ADDITIONAL WALL MATERIAL MAY BE REQUIRED TO MEET MANUFACTURER'S WALL END EMBANKMENT RECOMMENDATIONS. ANY ADDITIONAL MATERIAL AND LABOR TO MEET MANUFACTURER'S RECOMMENDATION SHALL BE INCLUDED IN THE BID.
- CONTRACTOR SHALL INSTALL GEOGRID SOIL REINFORCEMENT PER MANUFACTURER'S RECOMMENDATION.
- BACKFILL WILL BE PLACED FROM THE WALL REARWARD INTO THE EMBANKMENT TO ENSURE THAT THE GEOGRID REMAINS TAUT.
- TRACK MOUNTED CONSTRUCTION EQUIPMENT WILL NOT BE OPERATED DIRECTLY ON THE GEOGRID. A MINIMUM BACKFILL THICKNESS OF 6 INCHES IS REQUIRED PRIOR TO OPERATION OF TRACK MOUNTED VEHICLES OVER THE GEOGRID.
- RUBBER Tired EQUIPMENT MAY PASS OVER THE GEOGRID AT SLOW SPEED, LESS THAN 10 MPH. SUDDEN BRAKING AND SHARP TURNING SHALL BE AVOIDED.

POCKET PARKS

CITY OF MADEIRA BEACH

MADEIRA BEACH, FLORIDA



REVISION NO.	DATE	DESCRIPTION

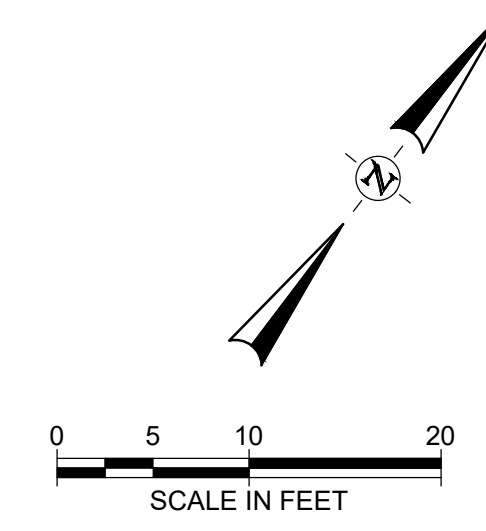
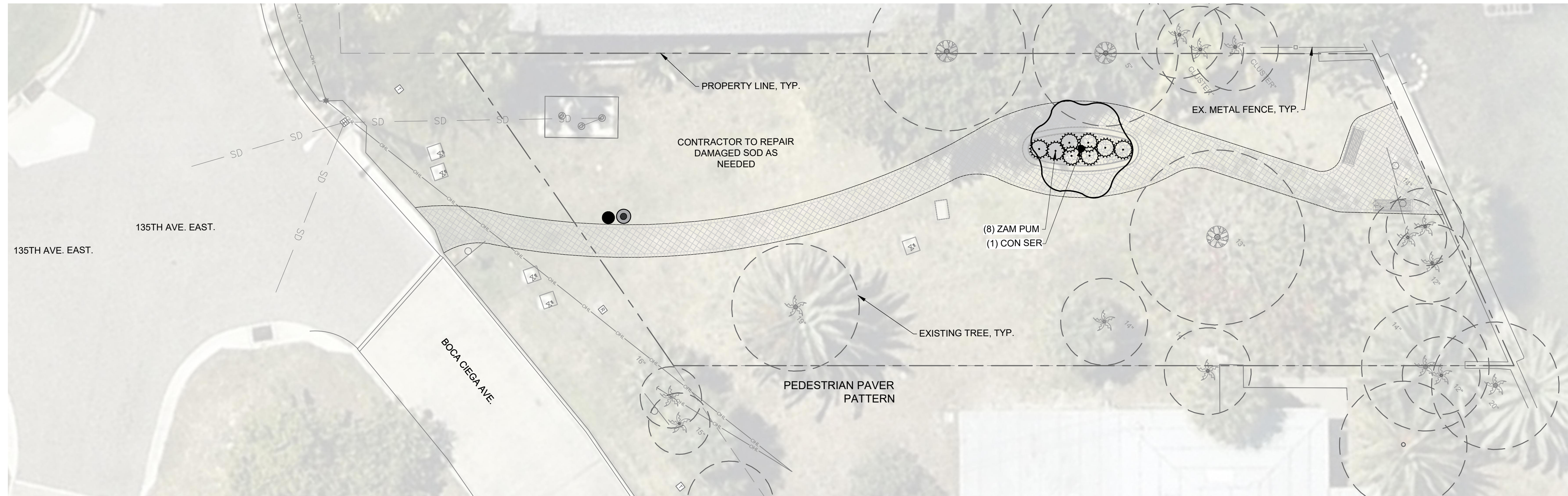
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NAME LICENSE NO.
7/3/2024
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28000356 FL
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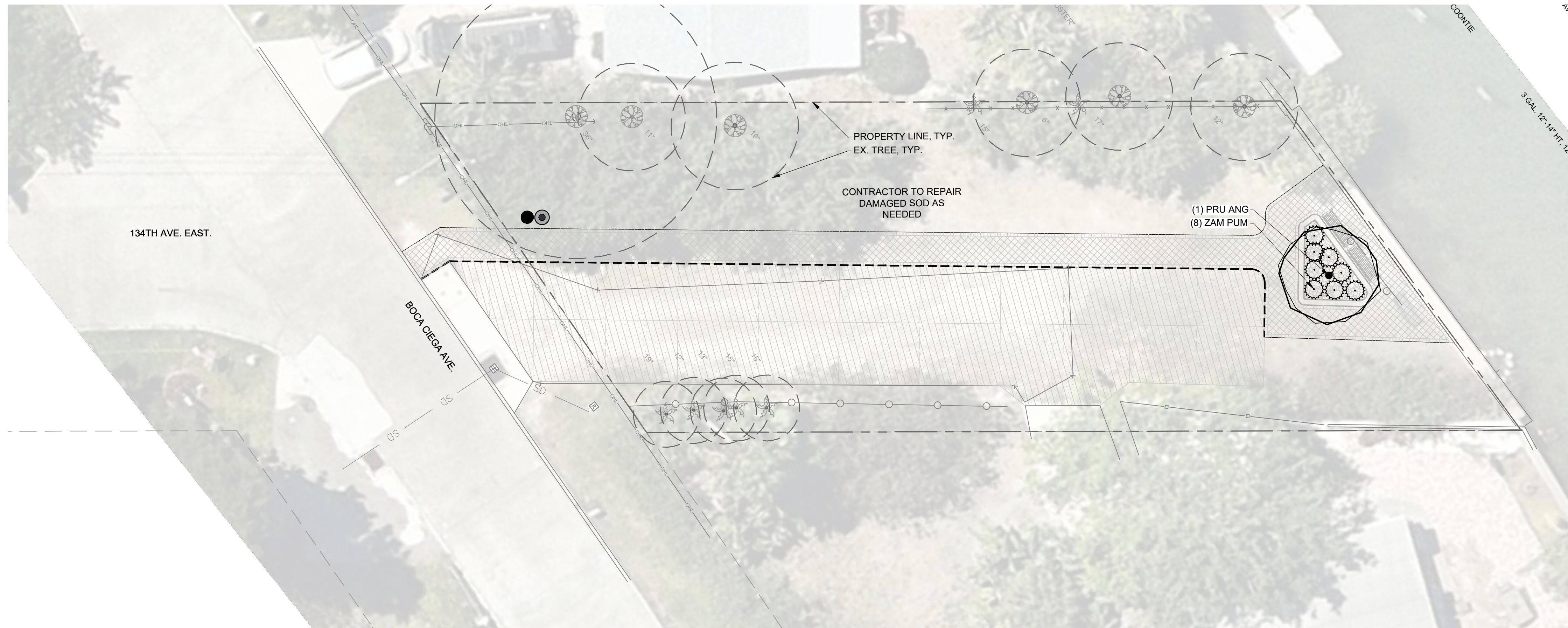
PROJECT NO.: 38545.001
ISSUED: OCTOBER 2023
DRAWN BY: IG
CHECKED BY: LMD
SCALE: NTS
SHEET TITLE:

HARDSCAPE NOTES

H-501



1 135TH AVE. EAST



2 134TH AVE. EAST

FILE NAME: A:\38000\38545\001\ACADD\Sheet\1-BASE-LAND-38454.001.dwg DATE: July 3, 2024, TIME: 1:25 PM, USER: ah4598

POCKET PARKS

CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.



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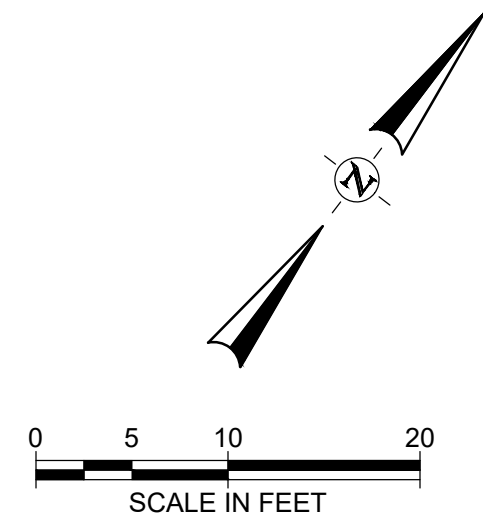
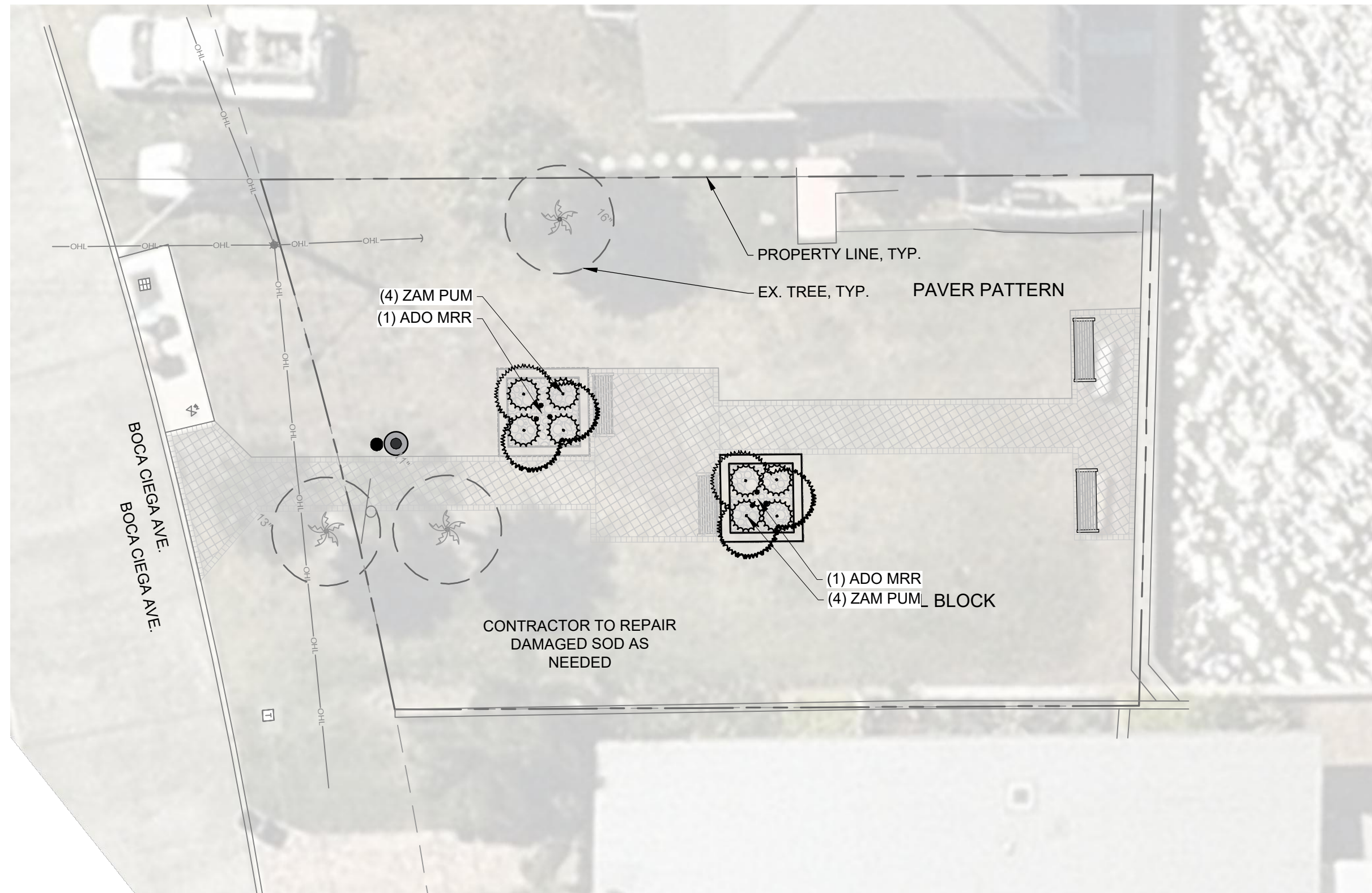
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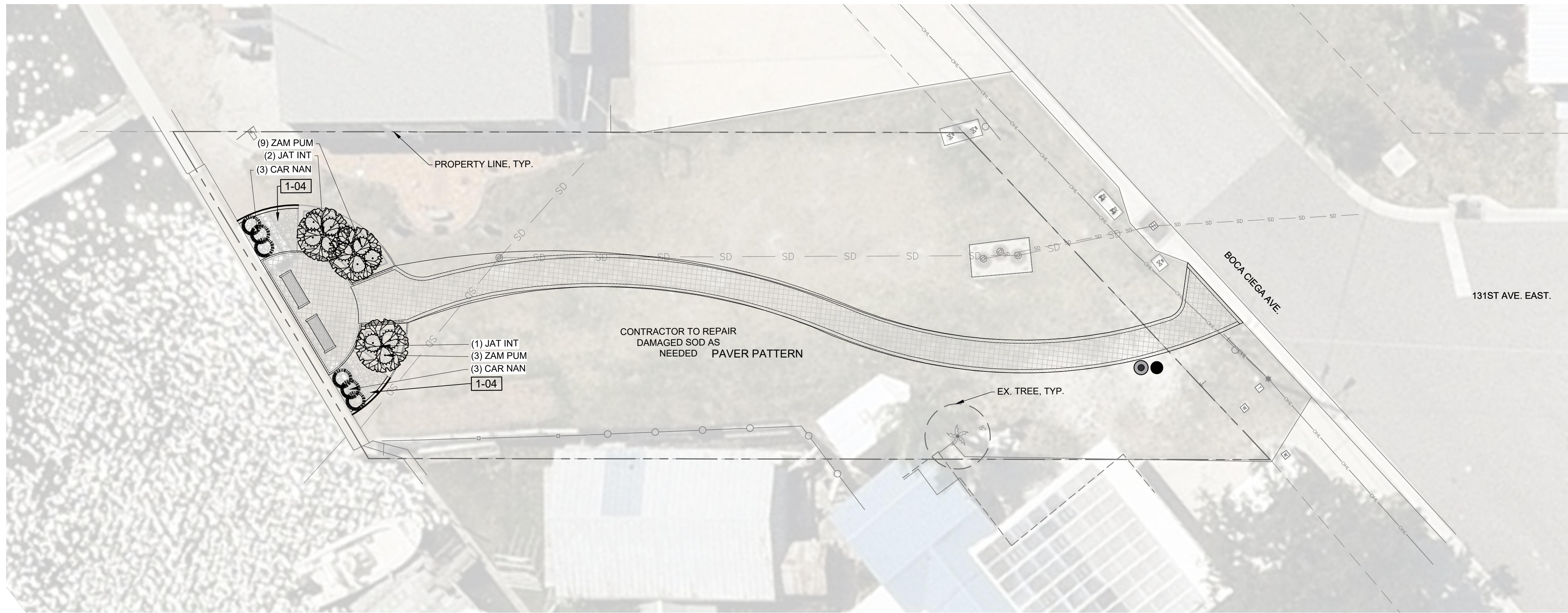
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CHECKED BY: LMD
SCALE: 1" = 10'

PLANTING PLANS

L-101



3 132ND AVE. EAST



4 131ST AVE. EAST

POCKET PARKS
CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.



REVISION NO.	DATE	DESCRIPTION

PRELIMINARY
FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMITS, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

MARTIN STEFFEN, FLA 6667386
NAME LICENSE NO.

7/3/2024
DATE

2600036 FL
FIRM / BUSINESS NO. STATE

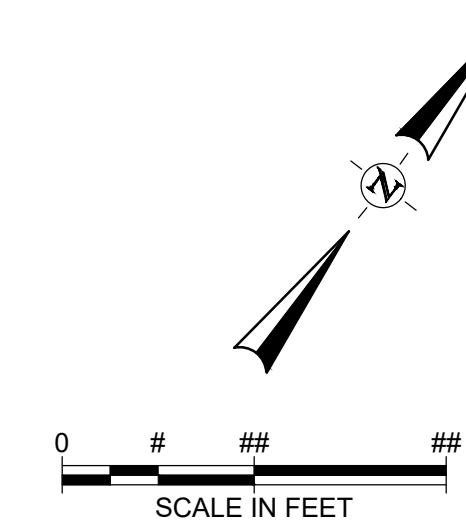
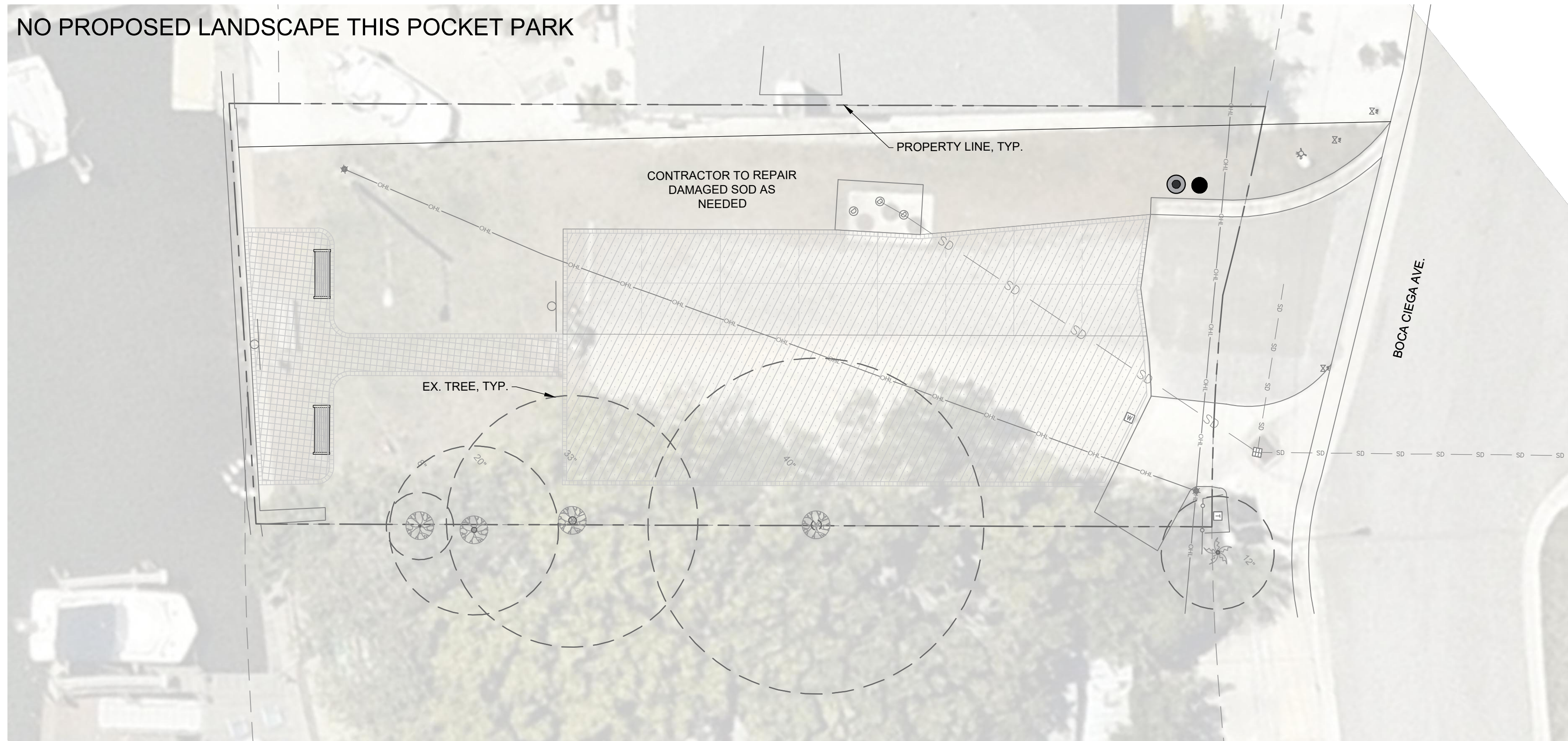
PROJECT NO.: 38545.001
ISSUED: OCTOBER 2023
DRAWN BY: IG
CHECKED BY: LMD
SCALE: 1" = 10'
SHEET TITLE

PLANTING PLAN

L-102

FILE NAME: A:\380006\38545\01\1\LA\CAD\DD\Sheet\1-BASE-LAND-38545.001.dwg DATE: July 3, 2024, TIME: 1:25 PM, USER: ah4598

NO PROPOSED LANDSCAPE THIS POCKET PARK



5 132ND AVE. EAST

PLANTING SCHEDULE - CITY TO PROVIDE

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	CAL	HT	REMARKS	REMARKS
TREES							
	1	CONOCARPUS ERECTUS F. SERICEUS / BUTTWOOD	B&B	3" CAL	12'-14' HT	STANDARD TRUNK	
	1	PRUNUS ANGUSTIFOLIA / CHICKSAW PLUM	B&B	2" CAL	8' HT	STANDARD TRUNK	
PALMS							
	2	ADONIDIA MERRILLII / CHRISTMAS PALM	B&B		8' HT		FG, B&B, TRIPLE, 10'-12' HT
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	SIZE			REMARKS
SHRUBS							
	6	GARISSA MACROCARPA 'NANA' / DWARF NATAL PLUM	3 GAL			Agave - Foxtail	3 GAL, 10"-12" HT, 18"-24" SPD, FULL
	3	JATROPHA INTEGERRIMA / JATROPHA	25 GAL			Agave - False	30 GAL, 5'-6' HT, 3'-4" SPD, STANDARD
	36	ZAMIA-PUMILA / COONTIE	3 GAL			Agave - Ray of Light	3 GAL, 12"-14" HT, 12"-14" SPD, FULL

NOTE:
IF NEEDED, CONTRACTOR MAY PROPOSE ALTERNATIVE PLANTS SPECIES FOR WRITTEN APPROVAL BY THE CITY

POCKET PARKS

CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.



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PLANTING PLAN

L-103

GENERAL LANDSCAPE NOTES:

- 1. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING PROJECT SITE CONDITIONS AND DETERMINING REQUIRED QUANTITIES AND AVAILABILITY OF ALL MATERIALS PRIOR TO BIDDING. QUANTITIES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IF ANY DISCREPANCIES OCCUR BETWEEN QUANTITIES CALLED FOR ON THE PLANT LIST AND THOSE INDICATED ON THE DRAWINGS, THE DRAWINGS SHALL GOVERN.
2. PRIOR TO COMMENCEMENT OF CONSTRUCTION, CONTRACTOR SHALL INSPECT PLANTING AREAS AND VERIFY THAT NO OBJECTIONABLE MATERIALS OR OBSTRUCTIONS ARE PRESENT. PRESENT FINDINGS TO OWNER'S REPRESENTATIVE FOR APPROVAL. ALL EXISTING PLANTING SHALL REMAIN INTACT AND UNDISTURBED UNLESS OTHERWISE NOTED ON THE DRAWINGS. ALL EXISTING SITE FURNISHINGS, PAVING, LANDSCAPE, AND OTHER ELEMENTS TO REMAIN SHALL BE PROTECTED FROM ANY DAMAGE UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ADJACENT IMPROVEMENTS FROM DAMAGE AND EROSION INCLUDING BUT NOT LIMITED TO EXISTING PLANT MATERIAL, GRADES, SIDEWALKS, SITE FURNISHINGS, CURBS, AND UTILITIES. ANY ADJACENT IMPROVEMENT DAMAGED DURING CONSTRUCTION SHALL, AT A MINIMUM, BE RESTORED TO A STATE EQUAL TO ITS PRE-CONSTRUCTION STATE AT THE CONTRACTOR'S EXPENSE. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR SODDING ALL AREAS DISTURBED BY OTHER CONTRACTORS OR BY LANDSCAPE INSTALLATION.
4. IN GENERAL, THE WORK SHALL PROCEED AS RAPIDLY AS THE SITE BECOMES AVAILABLE. CONTRACTOR TO COORDINATE PROJECT SCHEDULE WITH OWNER'S REPRESENTATIVE. WORK TO BEGIN WITHIN 5 BUSINESS DAYS OF RECEIPT OF NOTICE TO PROCEED.
5. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS TO COMPLETE WORK, AND SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
6. THE LANDSCAPE CONTRACTOR SHALL COORDINATE CONSTRUCTION OF PLANTING AREAS WITH HARDSCAPE, ELECTRICAL, AND IRRIGATION WORK.
7. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY HOISTING EQUIPMENT NECESSARY FOR THE PLACEMENT OF PLANT MATERIAL.
8. COLLECT SOIL SAMPLES AT A MINIMUM OF (3) PLANTING LOCATIONS THROUGHOUT THE PROJECT. SUBMIT TESTING LOCATIONS TO OWNER'S REPRESENTATIVE PRIOR TO TAKING SAMPLES. SAMPLES SHALL BE SENT TO AN APPROVED AGRONOMIC SOILS TESTING LABORATORY, STATING PROPOSED PLANT MATERIAL AT EACH TEST LOCATION. ANALYSIS SHALL INCLUDE, AT A MINIMUM, PH, NPK, ORGANIC CONTENT, TEXTURE, AND SOLUBLE SALTS. SUBMIT RESULTS/RECOMMENDATIONS AND PROPOSED FERTILIZER ANALYSIS/AMENDMENTS TO OWNER'S REPRESENTATIVE. COSTS OF FERTILIZER AND AMENDMENTS ARE TO BE INCLUDED IN THE COST OF THE PROJECT.
9. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING THE CONDITION OF UNDERGROUND UTILITIES THAT AFFECT PLANTING PROCEDURES. IF ANY CONFLICTS OCCUR BETWEEN PROPOSED LOCATION OF TREES ON THE DRAWINGS AND ANY UNDERGROUND, SUBSURFACE, OR OVERHEAD UTILITIES OR STRUCTURES THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATIONS AND PROTECTION OF ALL EXISTING UTILITIES SHOWN OR NOT SHOWN, AND ALL PROPOSED UTILITIES ON THESE DRAWINGS.
10. IF THE LANDSCAPE CONTRACTOR DAMAGES ANY STAKED OR IN PLACE UTILITIES OR STRUCTURES BY HIS OWN NEGLIGENCE THEY SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
11. THE LANDSCAPE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, NOTES, AND THE LANDSCAPE SCHEDULE FOR COMPLETE LANDSCAPE INSTALLATION INSTRUCTIONS. NOTIFY OWNER'S REPRESENTATIVE OF ANY AND ALL DISCREPANCIES PRIOR TO CONSTRUCTION OR INSTALLATION.
12. THE LANDSCAPE CONTRACTOR SHALL RE-GRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION, AND/OR INSTALLATION WORK. ANY DAMAGED PLANT MATERIAL SHALL BE REPLACED WITH PLANTS OF SAME SPECIES (MIN 12' HT, 3" CAL, 6' CT) EQUALING THE TOTAL DIAMETER BREADTH HEIGHT(OBH) OF THE DAMAGED TREE AND SHALL BE SUBJECT TO ALL REQUIREMENTS HEREIN.
13. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING ALL NEWLY INSTALLED PLANT MATERIAL AS NEEDED TO MAINTAIN HEALTH AND VIGOR THROUGHOUT THE 90 DAY MAINTENANCE PERIOD REGARDLESS OF THE STATUS OF EXISTING OR PROPOSED IRRIGATION AND/OR RAINFALL.

DAMAGES AND WARRANTY:

- 1. ALL PLANT MATERIAL, INCLUDING TRANSPLANTED PLANT MATERIAL, SHALL BE GUARANTEED AT OR ABOVE THE SPECIFIED CONDITIONS THROUGH SUBSTANTIAL COMPLETION AND UNTIL THE END OF THE (1) YEAR WARRANTY PERIOD. MAINTENANCE SHALL BE PROVIDED BY THE LANDSCAPE CONTRACTOR FOR 90 DAYS AFTER SUBSTANTIAL COMPLETION. AFTER WHICH THE LANDSCAPE CONTRACTOR WILL COORDINATE MAINTENANCE WITH OWNER'S REPRESENTATIVE. DECLINE IN CONDITION OF PLANT MATERIAL DURING INSTALLATION AND/OR WARRANTY PERIOD SHALL BE GROUNDS FOR REJECTION AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
2. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR RE-STAKING OF TREES DURING THE WARRANTY PERIOD. IF NECESSARY, MAXIMUM TOLERANCE FROM VERTICAL SHALL BE 3 DEGREES. GUYING / STAKING PRACTICES SHALL NOT PERMIT NAILS, SCREWS, WIRES ETC., TO PENETRATE OUTER SURFACE OF TREES OR PALMS. TREES OR PALMS REJECTED DUE TO THIS PRACTICE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
3. THE OWNER AND/OR THE OWNER'S REPRESENTATIVE HAS THE RIGHT TO REJECT ANY AND ALL WORK WHICH DOES NOT MEET WITH THE REQUIREMENTS OF THE SPECIFICATIONS AT ANY STAGE OF THE PROJECT. CONTRACTOR TO REPLACE REJECTED PLANT MATERIAL WITHIN ONE WEEK (5 BUSINESS DAYS) OF NOTICE.
4. CONTRACTOR TO REQUEST INSPECTION OF PROJECT IN WRITING TO OWNERS REPRESENTATIVE. IF ALL WORK IS SATISFACTORY AND COMPLETE IN ACCORDANCE WITH CONDITIONS OF CONTRACT DOCUMENTS, THEN THE OWNER AND/OR THEIR REPRESENTATIVE SHALL DECLARE THE PROJECT TO BE SUBSTANTIALLY COMPLETE. SUBSTANTIAL COMPLETION CONSTITUTES THE BEGINNING OF THE 1 YEAR WARRANTY PERIOD AND THE 90 DAY MAINTENANCE PERIOD.
5. CONTRACTOR SHALL REMOVE ALL PLANT SAUCERS, GRADE SMOOTH, AND RE-MULCH AS WELL AS REMOVE PLANTING STAKES FROM SITE AFTER THE (1) YEAR WARRANTY PERIOD.

PROJECT SUBMITTALS:

- 1. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR APPROVAL FOR ALL PROPOSED MATERIALS INCLUDING BUT NOT LIMITED TO PLANTS, STAKING, SOIL AMENDMENTS, FERTILIZER, MULCH, ETC. PRIOR TO PURCHASING. CONTRACTOR SHALL PROVIDE REPRESENTATIVE SAMPLES OF ALL PLANT MATERIAL ON-SITE FOR REVIEW BY OWNERS REPRESENTATIVE. NOTIFY OWNERS REPRESENTATIVE OF INSPECTION A MINIMUM OF 3 BUSINESS DAYS PRIOR TO INSPECTION. IF APPROVED BY OWNERS REPRESENTATIVE, THEN DATED AND SCALED COLOR PHOTOGRAPHS MAY ALSO BE SUBMITTED.
2. ALL PROJECT SUBMITTALS MUST BE COMPLETED AND COMPILED IN AN EASILY REPRODUCIBLE FORM. SUBMITTAL SHEETS THAT ARE NOT LEGIBLE AND REPRODUCIBLE WILL BE REJECTED. SUBMITTALS SHEETS THAT DO NOT CLEARLY IDENTIFY THE PRODUCTS OR MATERIALS SELECTED WILL BE REJECTED.
3. CONTRACTOR SHALL SUBMIT TO THE OWNER'S REPRESENTATIVE THE GROWER'S AND/OR STATE INSPECTION CERTIFICATE FOR PLANT MATERIAL TWO (2) WEEKS PRIOR TO COMMENCEMENT OF WORK.
4. PRODUCTS INSTALLED ON THE PROJECT SITE THAT ARE NOT CONSISTENT WITH THE PROJECT SUBMITTALS WILL BE REMOVED AND REPLACED WITH THE PRODUCTS IDENTIFIED IN THE PROJECT SUBMITTAL PACKAGE AT THE CONTRACTORS EXPENSE.
5. PRIOR TO ISSUING SUBSTANTIAL COMPLETION NOTICE THE CONTRACTOR SHALL SUBMIT TO THE OWNER THREE (3) COPIES OF AS BUILT PLANS/DOCUMENTS AND THREE (3) COPIES OF AN ANNUALIZED MAINTENANCE AND OPERATION MANUAL, DETAILING ALL SCHEDULES, NURSERY PRACTICES, WATERING REQUIREMENTS, FERTILIZATION, TRIMMING, ETC., FOR ALL PLANT MATERIALS AND PLANT AREAS OF THE PROJECT.

SITE REQUIREMENTS:

- 1. CONTRACTOR SHALL AGREE TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN THE CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER.
2. LANDSCAPE HOLDING AREA, INGRESS, EGRESS, AND SITE ACCESS SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL NOT DISTURB OR IMPEDE ACCESS TO THE SITE BY OTHERS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DAILY CLEANUP OF PREMISES AND REMOVAL OF DISCARDED OR SURPLUS MATERIALS AND RUBBISH IN A LAWFUL MANNER. ANY OPEN PITS OR TRENCHES SHALL BE COMPLETELY AND THOROUGHLY BARRICADED DURING THE WORKDAY AND COMPLETELY FILLED IN AT THE END OF EACH WORKDAY. ALL MATERIALS, PRODUCTS, AND EQUIPMENT REMAINING ON SITE AT THE END OF THE WORK DAY SHALL BE STORED IN AN ORGANIZED FASHION IN THE AREA DESIGNATED BY THE OWNER'S REPRESENTATIVE.
4. ALL CONTRACTORS AND SUBCONTRACTORS SHALL HAVE A SET OF APPROVED CONSTRUCTION DOCUMENTS ON SITE AT ALL TIMES.
5. DURING CONSTRUCTION, CREWS ARE REQUIRED TO HAVE AT LEAST ONE (1) ENGLISH SPEAKING PERSON ON SITE.

PLANT MATERIAL NOTES:

- 1. ALL PLANT MATERIAL SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS SPECIFIED IN GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I AND II, DIVISION OF PLANT INDUSTRY, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, LATEST EDITION, AND SHALL CONFORM TO CURRENT AMERICAN ASSOCIATION OF NURSERYMAN STANDARDS FOR NURSERY STOCK.
2. CONTAINER GROWN PLANTS: A MINIMUM OF 80% OF THE CONTAINER ROOTBALL MUST BE BOUND BY THE ROOT SYSTEM. ENCIRCLING OR "RING" ROOTS ARE PROHIBITED AND PLANTS WILL BE REJECTED.
3. ALL SOD SHALL BE WEED AND WEED SEED FREE, WITH A 2" THICKNESS OF ROOTS CAPABLE OF HOLDING SAND. SOD SHALL BE FRESHLY-CUT WITHIN TWENTY-FOUR (24) HOURS OF LAYING AND LAID WITH TIGHTLY-BUTTED JOINTS. HAND RAKING SHALL BE DONE AS NECESSARY TO ENSURE PROPER EVEN GRADES AND CLEAR SURFACES FOR SOD. STAKING OF SOD SHALL BE DONE AS NECESSARY TO PREVENT MOVEMENT OF MATERIAL.
4. ALL PLANT MATERIAL SHALL BE PROTECTED DURING TRANSPORT AND DELIVERY TO JOB SITE WITH SHADE CLOTH OR OTHER ACCEPTABLE MEANS OF WINDBURN PREVENTION.
5. SUBSTITUTION OF PLANT MATERIALS WILL NOT BE PERMITTED UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE; ALL SUBSTITUTIONS MUST MEET MINIMUM SPECIFICATIONS ON THE PLANT LIST.
6. SUBSTITUTION OF FIELD GROWN TREES FOR TREES THAT ARE SPECIFIED AS CONTAINER GROWN WILL NOT BE PERMITTED UNLESS OTHERWISE APPROVED BY THE OWNER'S REPRESENTATIVE. IF SUBSTITUTION IS APPROVED, ALL PLANT SPECIFICATIONS WILL APPLY TO APPROVED BALLED AND BURLAPPED MATERIAL.
7. NEW PLANT MATERIAL TO BE INSTALLED WILL BE FIELD ADJUSTED TO ACCOMMODATE EXISTING PLANT MATERIAL SUCH AS OVERHEAD CANOPY TREES, UNDERSTORY TREES AND SHRUBS OR GROUND COVER. THIS WILL ENSURE EXISTING PLANT MATERIAL TO REMAIN IN ITS NATURAL STATE. THEREFORE, NO EXISTING PLANT MATERIAL WILL BE ALTERED BY REMOVING, CUTTING, TRIMMING OR DESTROYING IN ORDER TO INSTALL NEW PLANT MATERIAL.
8. ALL TREES SHALL BE LOCATED AT LEAST SIX FEET AWAY FROM THE CENTERLINE OF SWALES AND FROM PROPOSED STORMWATER INLETS.

PLANTING:

- 1. TREES GROWN IN GROW BAGS OR GROW BAG TYPE MATERIAL MUST HAVE THE GROW BAG REMOVED ENTIRELY PRIOR TO PLANTING.
2. BALLED AND BURLAPPED OR ANY BASKETED MATERIAL SHALL HAVE THE TOP ONE THIRD (1/3) OF DEGRADABLE BURLAP AND TOP ONE THIRD (1/3) OF WIRE CAGE PULLED BACK AND REMOVED FROM THE BASE OF THE TRUNK. STRAPS MUST BE CUT AND REMOVED ENTIRELY PRIOR TO INSTALLATION.
3. CONTRACTOR SHALL NOTIFY OWNERS REPRESENTATIVE IF ANY CONFLICTS EXIST BETWEEN THE BUILT ENVIRONMENT AND PLANS (I.E. UTILITY CABINETS, UTILITY VALVES, STREET SIGNS, SIDEWALK LOCATIONS)

PLANTING AREA PREPARATION NOTES:

- 1. THE CONTRACTOR SHALL STAKE LOCATIONS AND LIMITS OF TREES, PLANTING, MULCH, AND SOD AREAS TO REFLECT PLANS TO GREATEST EXTENT POSSIBLE. FOR TREES LOCATED BETWEEN BACK OF CURB AND FRONT OF SIDEWALK, PLACE TREES EQUAL DISTANCE FROM CURB AND SIDEWALK. FOR TREES LOCATED OUTSIDE OF RIGHT-OF-WAY, PLACE TREES A MINIMUM OF 5' FROM BACK OF SIDEWALK, 2.5' FOR PALMS. COORDINATE WITH OWNER'S REPRESENTATIVE TO INSPECT STAKING LOCATIONS AND LIMITS ON SITE. PROVIDE MINIMUM 5 BUSINESS DAYS ADVANCE NOTIFICATION OF PROPOSED INSPECTION. CONTRACTOR SHALL MAKE MODIFICATIONS AS MAY BE REQUESTED.
2. WORK WITHIN 15' OF EXISTING TREES TO REMAIN SHALL BE PERFORMED USING HAND TOOLS. ANY DISTURBED ROOTS SHALL BE SEVERED USING CLEAN AND SHARP TOOLS.
3. HERBICIDE APPLICATION: BEGIN TURF SPRAYING PROCESS A MINIMUM 30 DAYS PRIOR TO PLANTING AS FOLLOWS: SPRAY TURF AREA TO BE KILLED WITH GLYPHOSATE PER MANUFACTURER'S RECOMMENDATIONS, 7 DAYS AFTER SPRAYING, CLOSE MOW TO 1" HEIGHT, 14 DAYS AFTER CLOSE MOWING, RE-SPRAY WITH GLYPHOSATE PER MANUFACTURER'S RECOMMENDATIONS. PROTECT EXISTING PLANTS TO REMAIN FROM OVER-SPRAY OR SPRAY WITHIN ROOT ZONE. CONTRACTOR TO ENSURE TOTAL WEED ERADICATION, 7 DAYS AFTER RE-SPRAYING, PROCEED WITH TURF REMOVAL AND LANDSCAPE INSTALLATION AS DESCRIBED BELOW.

- 4. FOR PROPOSED INDIVIDUAL TREE PLANTING PITS
KILLED TURF TO BE REMOVED SHALL BE CLEARED AND GRUBBED TO A MINIMUM DEPTH OF 4". EXCAVATED MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER. TURF SHALL BE THOROUGHLY REMOVED PRIOR TO THE PLANTING AND BACKFILL PROCESS. INSTALL TREES AS DETAILED. ESTABLISH FINISHED PRE-MULCHING GRADE WITHIN 4" BELOW TOP OF SURROUNDING TURF OR HARDSCAPE.

TO ASSURE DRAINAGE/PERCOLATION OF INDIVIDUAL TREE PLANTING PITS PRIOR TO INSTALLATION, CONTRACTOR SHALL FILL SAMPLE TREE PITS (1 IN 5) WITH WATER AND OBSERVE PERCOLATION. HOLES SHALL PERCOLATE IN 30 MINUTES OR LESS. BRING DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.

INSTALL BACKFILL MIXTURE IN LIFTS AND TAMP LIGHTLY AROUND EACH AND EVERY PLANT. THOROUGHLY FLUSH WITH WATER AT EACH LIFT AND MAKE ADJUSTMENTS TO PROVIDE PROPERLY SET PLANT MATERIAL WITH THE TOP OF ROOTBALL 1"-2" ABOVE FINISHED GRADE.

- 5. FOR PROPOSED PLANTING AREAS
KILLED TURF TO BE REMOVED SHALL BE CLEARED AND GRUBBED TO A MINIMUM DEPTH OF 6". EXCAVATED MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER. TURF SHALL BE THOROUGHLY REMOVED PRIOR TO THE PLANTING PROCESS. BEFORE INSTALLING TOPSOIL, RAKE SUBSOIL SURFACE CLEAR OF STONES (1 INCH DIAMETER AND LARGER), DEBRIS, RUBBISH, DELETERIOUS MATERIALS, CONTAMINATED SOILS SHALL BE REMOVED AND REPLACED TO THEIR FULL DEPTHS AND EXTENTS. INSTALL TOPSOIL AT 6" DEPTH, TILL TOPSOIL AND EXISTING SUBSOIL TO A DEPTH OF 12". INSTALL PLANTINGS AS DETAILED. ESTABLISH OR RE-ESTABLISH PRE-MULCHING ROUGH GRADES INSURING POSITIVE FLOWS AND AESTHETIC LANDFORM SHAPES SHOWN IN THE GRADING PLANS.
6. FOR PROPOSED MULCH ON GRADE AREAS
LEAVE KILLED TURF IN PLACE. REMOVE KILLED TURF ONLY AT EDGES OF BED, APPROXIMATELY 12" WIDTH, AS REQUIRED TO ESTABLISH A TAPERED DIFFERENCE IN GRADE SO THAT INSTALLED MULCH (3" DEPTH) SHALL BE FLUSH TO 1" BELOW ADJACENT TURF OR HARDSCAPE.
7. FOR PROPOSED SOD AREAS
KILLED TURF TO BE REMOVED SHALL BE CLEARED AND GRUBBED TO A MINIMUM DEPTH OF 4". EXCAVATED MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER. TURF SHALL BE THOROUGHLY REMOVED PRIOR TO THE PLANTING AND BACKFILL PROCESS. INSTALL TOPSOIL AT 2" DEPTH. TOPSOIL SHALL ESTABLISH FINISHED GRADE AT 2" BELOW EXISTING TURF OR HARDSCAPE. INSTALL SOD AS DETAILED. BUTT SOD PIECES TOGETHER CLOSELY AND ENSURE EDGES ARE TRIMMED EVENLY. ENSURE EXISTING GRADES ARE RE-ESTABLISHED FOR A FLUSH TRANSITION.
8. AN EVEN, WELL DEFINED LINE SHALL SEPARATE PLANTING AND MULCH ON GRADE AREAS FROM ALL SOD OR SEEDED AREAS.

- 9. BACKFILL MIXTURE FOR TREES AND SHRUBS SHALL CONSIST OF 25% COARSE SAND, 25% "BLENDED SOIL" OR EQUAL, AND 50% EXISTING SOIL. DISCARD REMAINING SOIL IN A LAWFUL MANNER. ALL PLANTING BACKFILL MIXTURES ARE SUBJECT TO APPROVAL BY THE OWNER'S REPRESENTATIVE. MIX THOROUGHLY PRIOR TO INSTALLATION ACCORDING TO THE FOLLOWING SCHEDULE:

Table with 3 columns: Quantity, Volume, and Material Description. Includes rows for 1, 3, 7, 15, 30, 45, 65, 100, 200, and 300 gallons of various soil and sand mixtures.

"BLENDED SOIL" SHALL CONSIST OF: 1/3 MUSHROOM COMPOST OR PEAT, 1/3 COMMERCIALY PROCESSED AND COMPOSTED COW MANURE AND 1/3 COMPOSTED BARK. SUBMIT PRODUCT SAMPLE/DATA SHEET FOR BLENDED SOIL COMPONENTS TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO PURCHASE AND INSTALLATION.

- 10. TOPSOIL IMPORTED TO THE SITE SHALL BE SIEVED TOPSOIL, FREE OF ROCKS AND DEBRIS. CONTRACTOR SHALL SUBMIT SOIL ANALYSIS RESULTS FROM AN APPROVED AGRONOMIC SOILS TESTING LABORATORY FOR A MINIMUM OF PH, ORGANIC CONTENT, SOLUBLE SALTS, AND TEXTURE WITH A STATEMENT OF SUITABILITY FOR BAHIA (PASPALLUM NOTATUM 'ARGENTINE'), ST. AUGUSTINE (STENOGRAPHUM SECUNDATUM 'FLORATAM'), ZOYSIA (ZOYSIA JAPONICA 'EMPIRE') SOD AND SHRUBS/GRASSES. TOPSOIL SHALL BE FREE OF DELETERIOUS MATERIALS THAT WOULD BE HARMFUL TO PLANT GROWTH. SHALL BE FREE OF NEMATODES, SHALL BE OF UNIFORM QUALITY AND SHALL HAVE A PH VALUE BETWEEN 6.5 AND 7.5 (AS DETERMINED IN ACCORDANCE WITH ASTM E70). PEAT SHALL BE STERILIZED TO MAKE FREE OF ALL VIABLE NUT GRASS AND OTHER UNDESIRABLE WEEDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE SUITABILITY FOR GROWTH OF ALL PROPOSED PLANT MATERIAL. SUBMIT PRODUCT SAMPLE/DATA SHEET FOR TOPSOIL TO OWNERS REPRESENTATIVE FOR APPROVAL PRIOR TO PURCHASE AND INSTALLATION.

LANDSCAPE CONTRACTOR SHALL BEAR FINAL RESPONSIBILITY FOR PROPER SURFACE DRAINAGE OF PLANTED AREAS. FINISH GRADE ALL PREPARED TOPSOIL AREAS TO A SMOOTH, EVEN SURFACE ENSURING A MINIMUM 3% POSITIVE DRAINAGE AWAY FROM STRUCTURES AND ELIMINATE ANY LOW AREAS WHICH MAY COLLECT WATER. ANY DISCREPANCY IN THE DRAWINGS, OBSTRUCTION ON THE SITE, OR PRIOR WORK DONE BY ANOTHER PARTY WHICH THE LANDSCAPE CONTRACTOR FEELS PRECLUDES ESTABLISHING PROPER DRAINAGE SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF OWNER'S REPRESENTATIVE.

- 11. INSTALL FERTILIZER PER MANUFACTURER RECOMMENDATIONS. CONTRACTOR SHALL CONFIRM FERTILIZER REQUIREMENTS PER LOCAL MUNICIPALITY. AS A MINIMUM FOR BIDDING PURPOSES THE CONTRACTOR SHALL ASSUME THE FOLLOWING CONCERNING FERTILIZER:

FOR INITIAL INSTALLATION OF TREES AND SHRUBS, FERTILIZER IS ASSUMED TO BE CONTROLLED RELEASE FERTILIZER WITH A 15-9-12 ANALYSIS AND CONTAINING TRACE ELEMENTS MG, S, B, CU, FE, MN, MO, AND ZN. FERTILIZER GRANULES SHALL BE COMPOSED OF DRY NUTRIENTS ENCAPSULATED IN MULTIPLE LAYERS OF POLYMERIC RESIN.

FOR INSTALLATION OF BAHIA, ST. AUGUSTINE AND ZOYSIA SOD, FERTILIZER IS ASSUMED TO BE CONTROLLED RELEASE FERTILIZER WITH A 16-4-8. SOURCE FOR N SHALL BE RESIN-COATED UREA OR RESIN COATED AMMONIUM SALTS. MN, ZN, AND CU SHALL BE SULFATE FORMS. FE SHALL BE GRANULAR CHELATED IRON.

APPLICATION RATES ARE PROVIDED AS A RECOMMENDATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE APPROPRIATE FERTILIZER/AMENDMENTS TO ENSURE PROPER ESTABLISHMENT AND VIGOR OF PLANT MATERIAL:

Table with 3 columns: Application Rate, Container Size, and Material Description. Includes rates for 1.0Z, 6.0Z, 4.0Z, and 64.0Z per EA for various container sizes.

- 12. BUILD EARTHEN SAUCER TO CONTAIN WATER AROUND EACH INDIVIDUAL TREE PLANTING PIT AND AT THE PERIMETER OF ALL PLANTING AREAS. REMOVE EXCESS EXCAVATED SOIL FROM THE SITE AND DISPOSE OF IN A LAWFUL MANNER.
13. SPREAD MULCH AROUND INDIVIDUAL TREE RINGS, PLANTING AND MULCH AREAS.
MULCHING FOR INDIVIDUAL TREE RINGS, PLANTING, AND MULCH AREAS SHALL BE PINE STRAW MULCH, FULL LENGTH, DRY, BRIGHT IN COLOR, FRESHLY BALE, AND 3" DEPTH AFTER SETTLING. COMPOSED ONLY OF NEEDLES OF SLASH, LOBBLOLY, OR LONGLEAF PINE. PINE STRAW SHALL NOT BE USED IF IT IS ROTTED OR MOLDY, OR CONTAINS SEED, TUBERS, OR RHIZOMES OF ANY NOXIOUS SPECIES. THE ENTIRE LOT OF PINE BARK NUGGETS BE REJECTED IF THERE IS ANY EVIDENCE THAT THE PINE STRAW LOT WAS HARVESTED FROM A SITE INFESTED WITH LYGODIUM JAPONICUM OR LYGODIUM MICROPHYLLUM (CLIMBING FERN). MULCH SHALL BE UNIFORMLY SPREAD OVER THE FULL DIAMETER OF EACH INDIVIDUAL TREE RING, PLANTING, AND MULCH AREA. MULCH AREAS INCLUDE INITIAL INSTALLATION (3" DEPTH) PLUS RE-MULCHING (1.5" DEPTH MINIMUM) A MINIMUM ONCE PER YEAR DURING THE (1) YEAR WARRANTY PERIOD. MULCH SHALL NOT BE PLACED AGAINST TRUNKS OR STEMS OF PLANTS. SUBMIT PRODUCT SAMPLE/DATA SHEET FOR MULCH TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO PURCHASE AND INSTALLATION.
14. PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL INDIVIDUAL TREE RINGS, PLANTING, AND MULCH AREAS. THE HERBICIDE ACTIVE INGREDIENTS SHALL BE SUITABLE FOR CONTROL OF ANNUAL AND PERENNIAL BROADLEAF WEEDS AND GRASSES. THE HERBICIDE SHALL BE APPLIED BY HAND, MANUFACTURER RECOMMENDATIONS FOR APPLICATION METHOD, TIMING AND APPLICATION RATE SHALL BE STRICTLY ADHERED TO.

POCKET PARKS

CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.



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Table with 2 columns: PROJECT NO., ISSUED, DRAWN BY, CHECKED BY, SCALE, SHEET TITLE. Includes values: 38545.001, OCTOBER 2023, IG, LMD, NTS, PLANTING NOTES.

L-500

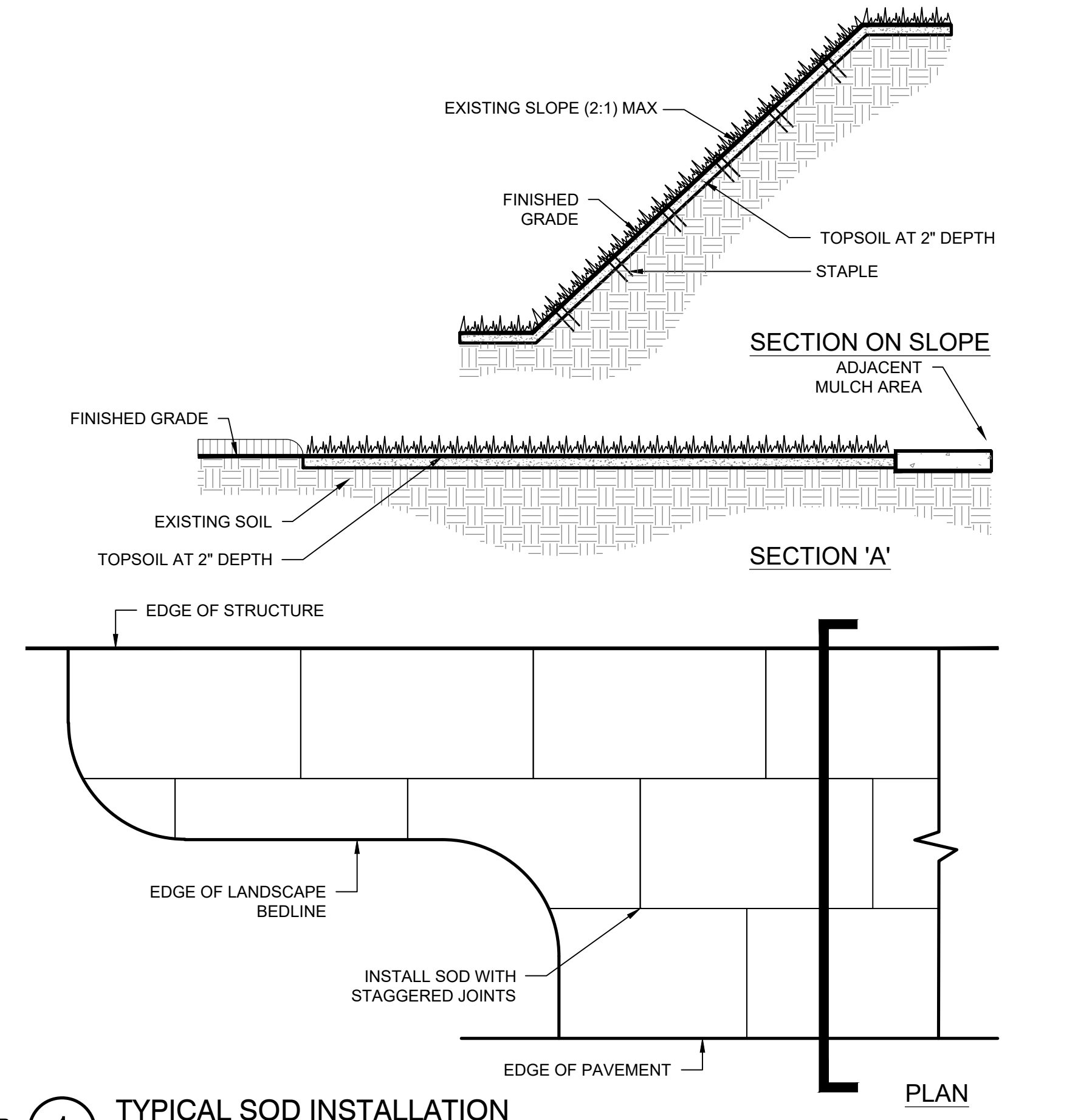


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TAMPA, FLORIDA 33602
TEL: (813) 882-4500

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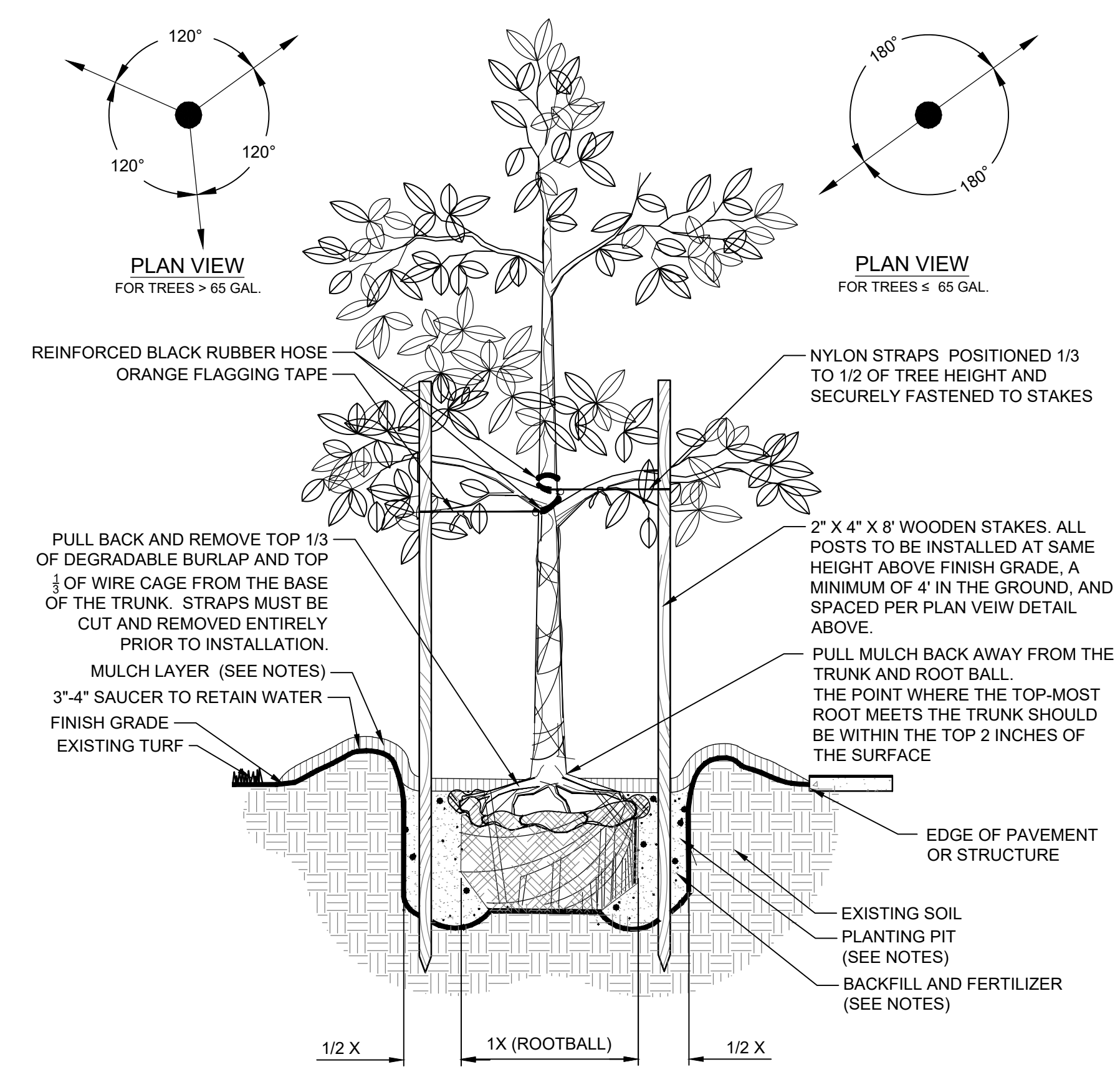
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CHECKED BY: LMD
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SHEET TITLE:
PLANTING DETAILS



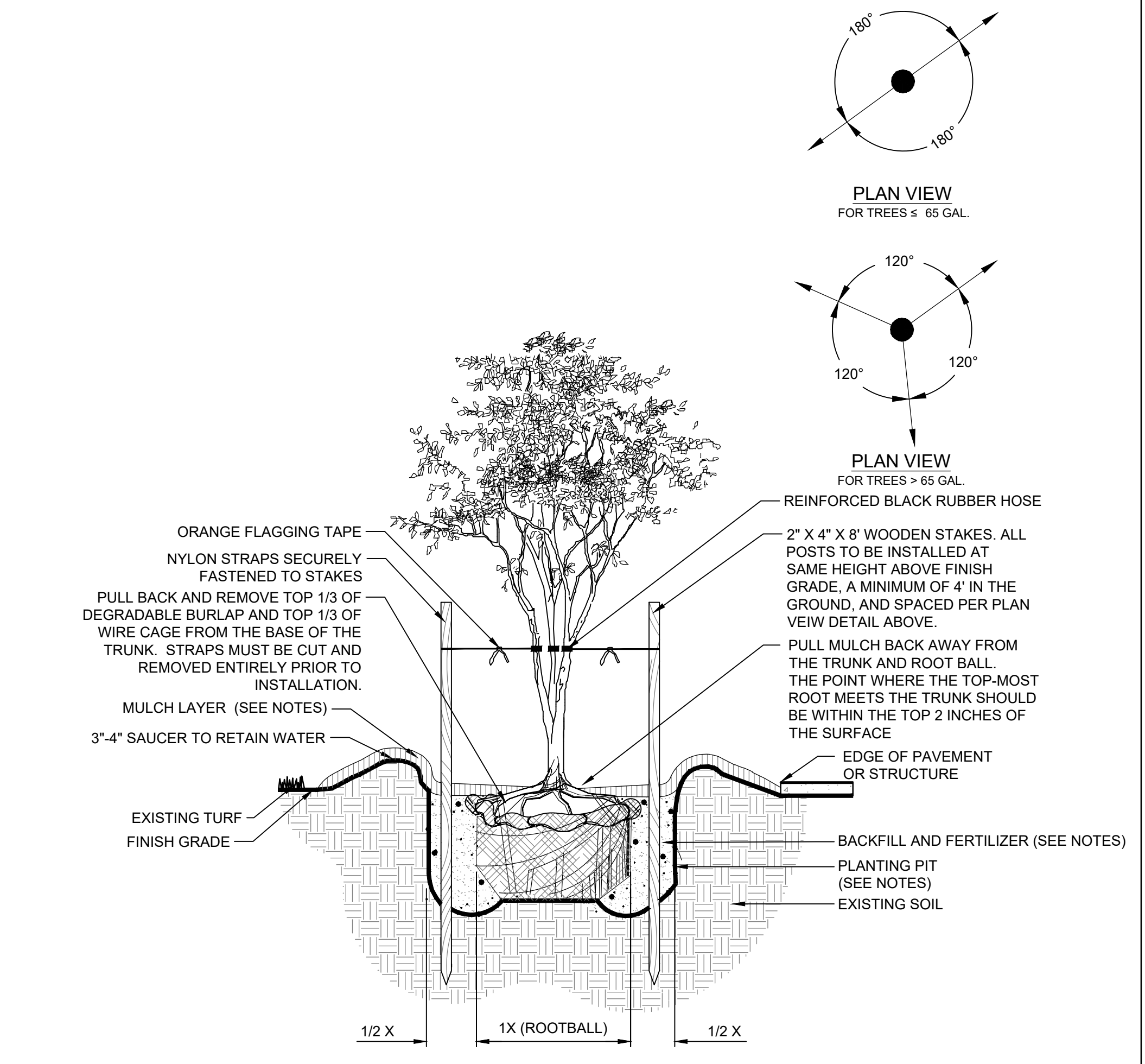
1 TYPICAL SOD INSTALLATION

NTS



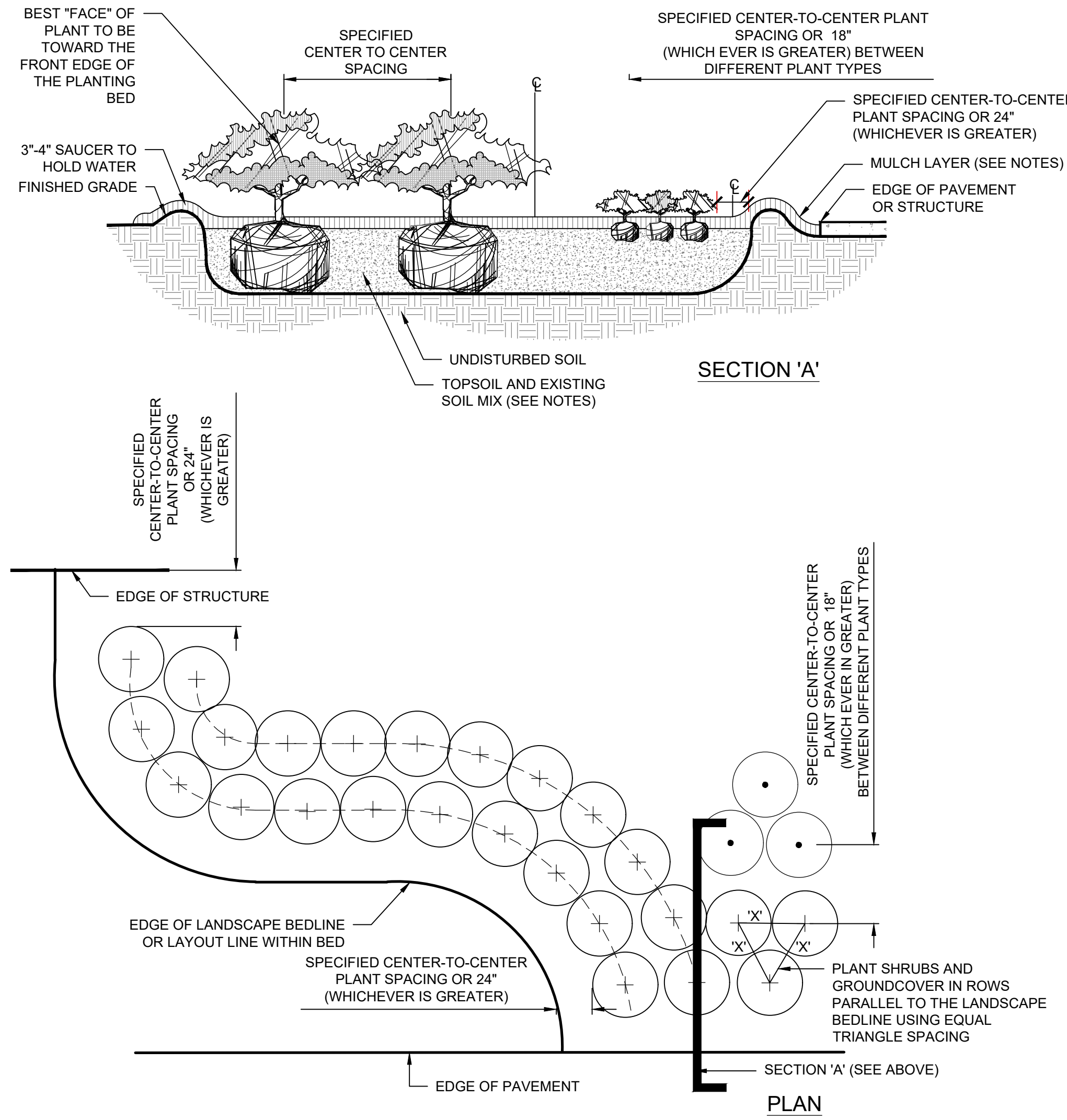
2 TYPICAL TREE INSTALLATION

NTS



6 TYPICAL MULTI-TRUNK TREE INSTALLATION

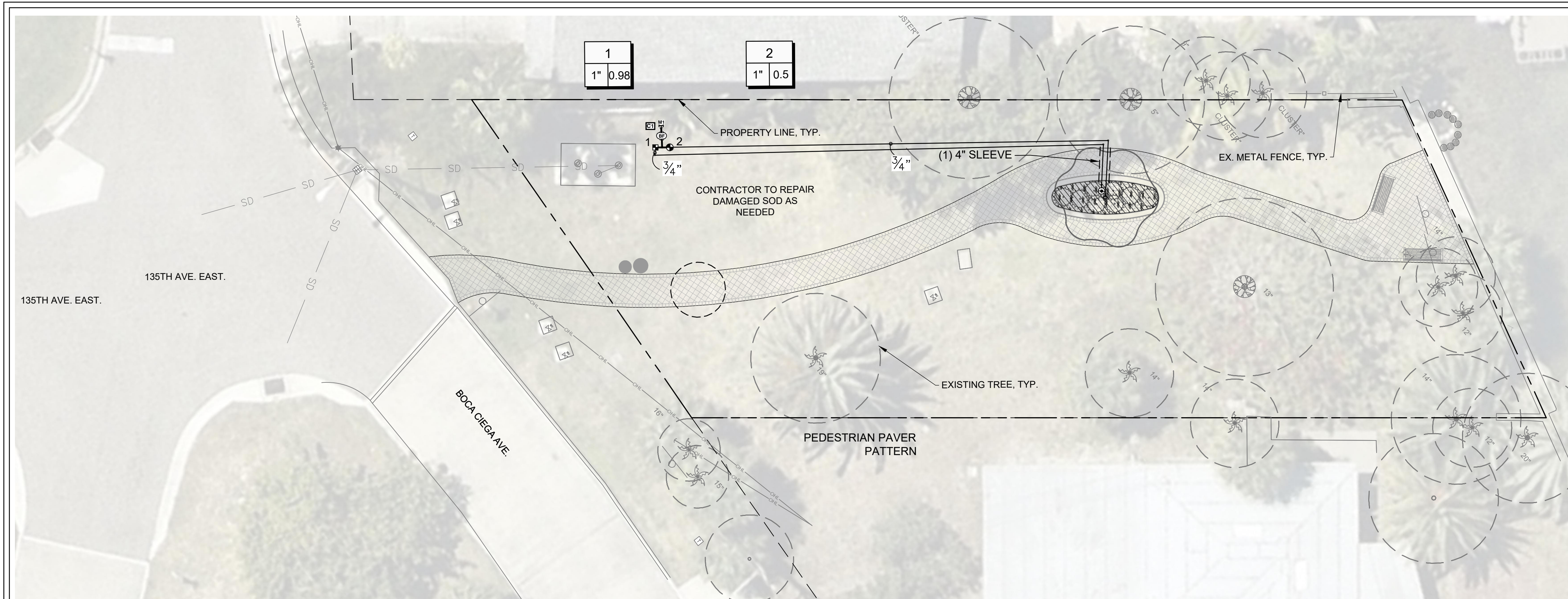
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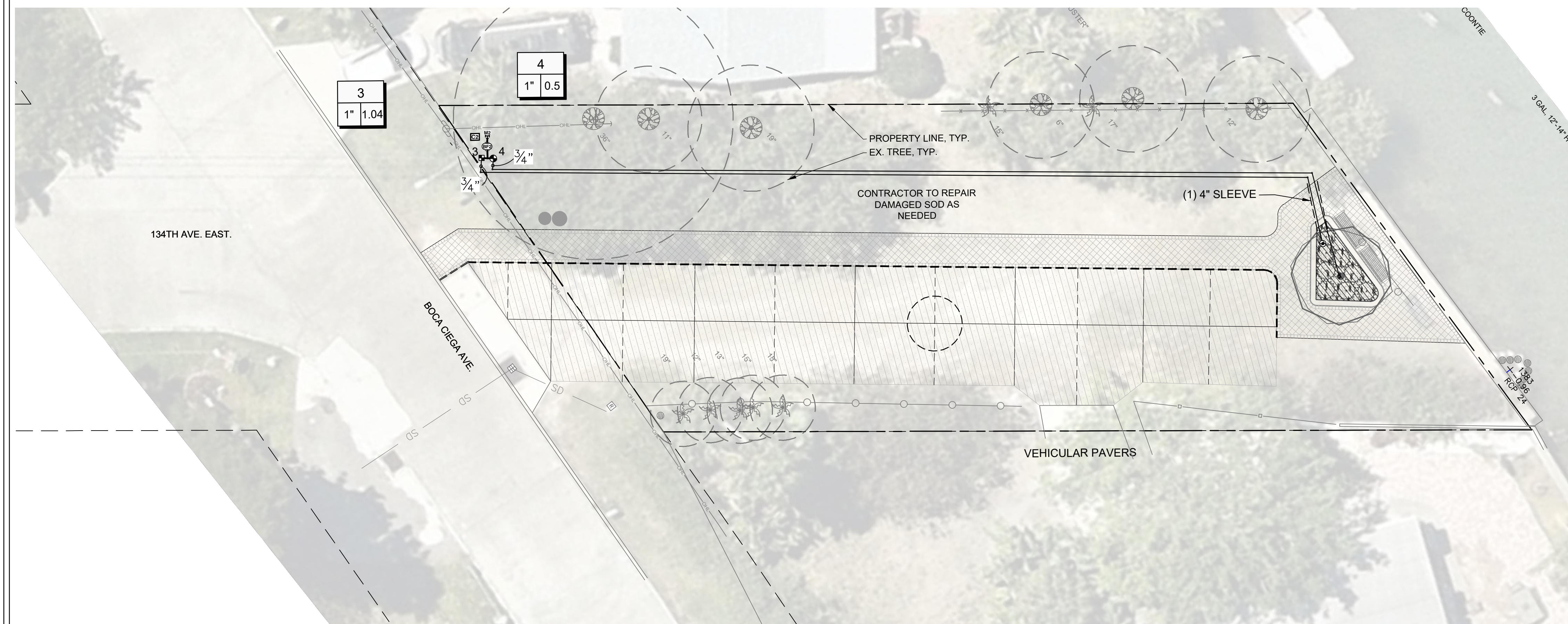
5 TYPICAL SHRUB AND GROUNDCOVER INSTALLATION

NTS

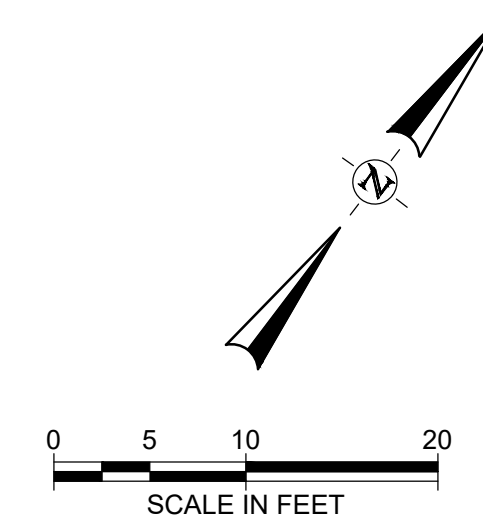
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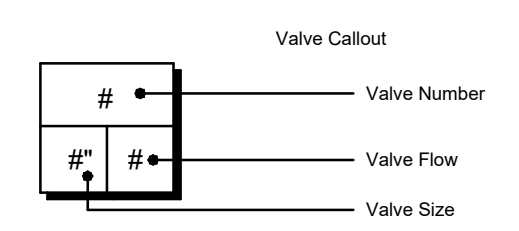
1 135TH AVE. EAST



2 134TH AVE. EAST



IRRIGATION SCHEDULE	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
△ 25	HUNTER PCB FLOOD BUBBLER, 1/2IN. FIPT.
△ 10	HUNTER PCB FLOOD BUBBLER, 1/2IN. FIPT.
△ 20	HUNTER PCB FLOOD BUBBLER, 1/2IN. FIPT.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
■	HUNTER ICZ-101-25 1" DRIP CONTROL ZONE KIT. 1IN. ICV GLOBE VALVE WITH 1IN. HY100 FILTER SYSTEM. PRESSURE REGULATION: 25PSI. FLOW RANGE: 2 GPM TO 20 GPM. 150 MESH STAINLESS STEEL SCREEN.
○	PIPE TRANSITION POINT IN DRIP BOX. PIPE TRANSITION POINT FROM PVC LATERAL TO DRIP TUBING WITH RISER IN 6IN. DRIP BOX.
▨	AREA TO RECEIVE DRIP LINE HUNTER HDL-09-12-CV HDL-09-12-CV HUNTER DRIP LINE W/ 0.9 GPH EMITTERS AT 12" O.C. CHECK VALVE, DARK BROWN TUBING W/ BLACK STRIPING. DRIP LINE LATERALS SPACED AT 12" APART. WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. INSTALL WITH HUNTER PLD BARBED OR PLD-LOC FITTINGS.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
⊕	HUNTER ICV-G 1" 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE.
BF	FEBCO 825V 2" REDUCED PRESSURE BACKFLOW PREVENTER
C#	HUNTER P2C-400 LIGHT COMMERCIAL & RESIDENTIAL CONTROLLER, 4-STATION BASE MODULE CONTROLLER, 120 VAC, OUTDOOR/INDOOR MODEL.
M#	WATER METER 1-1/2"
---	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 3/4"
---	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21
---	PIPE SLEEVE: PVC SCHEDULE 40



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CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.

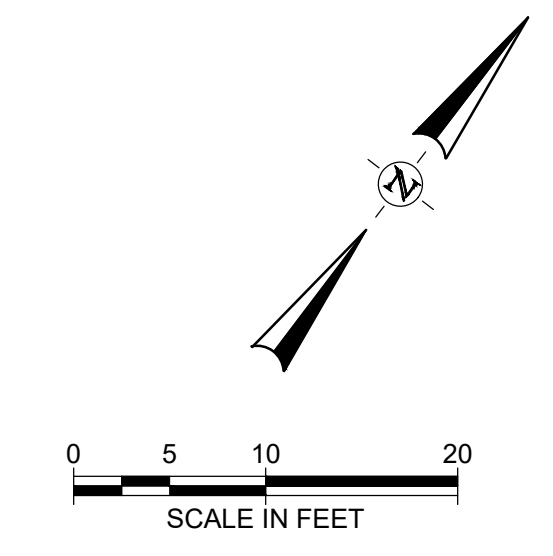
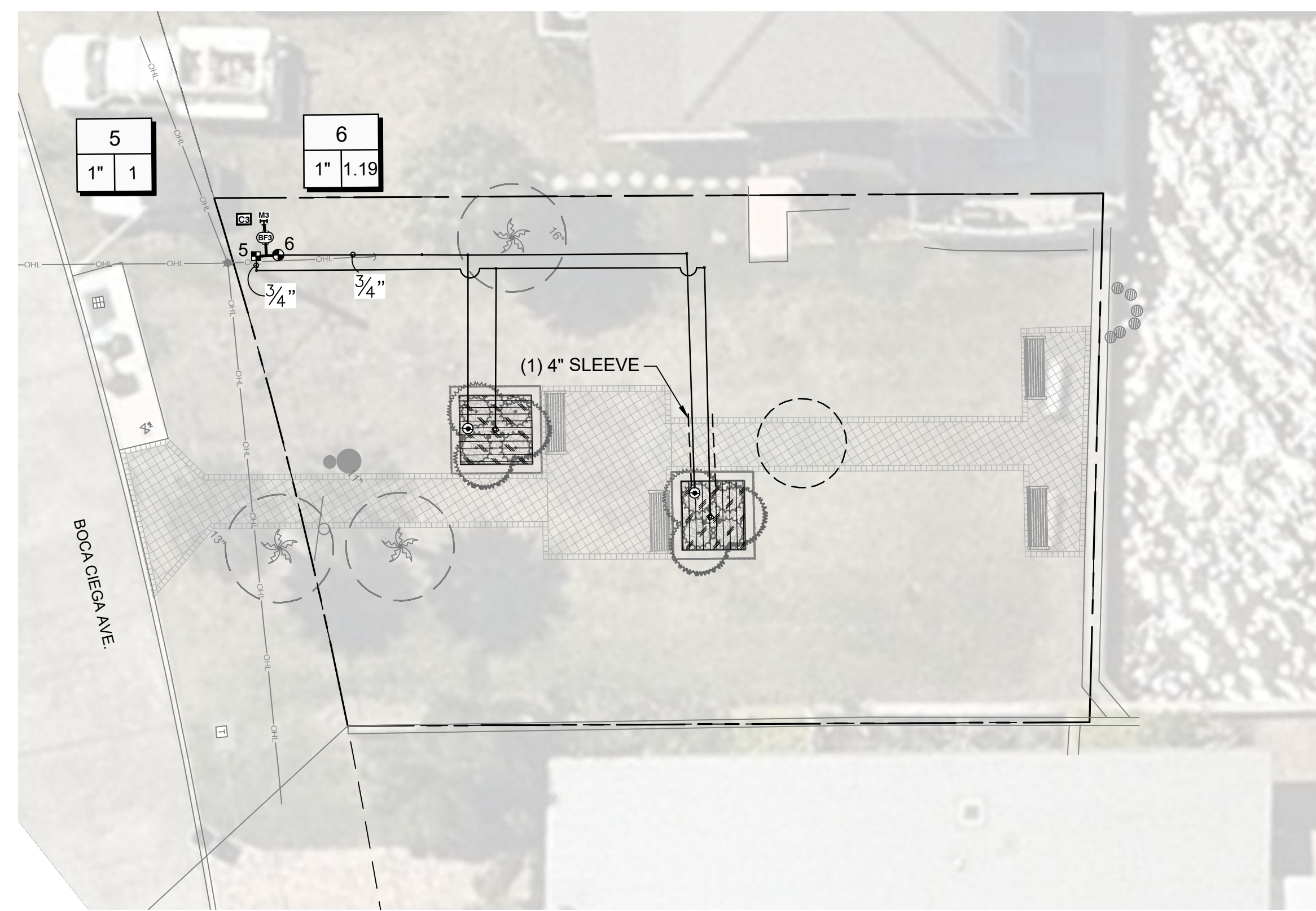


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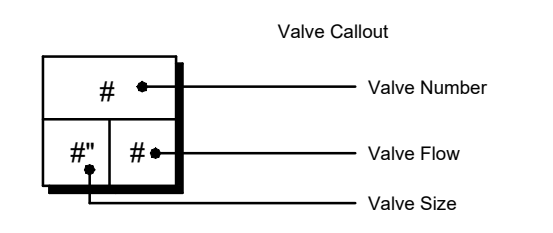
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7/3/2024
DATE
2600036 FL
FIRM / BUSINESS NO. STATE

PROJECT NO.: 38545.001
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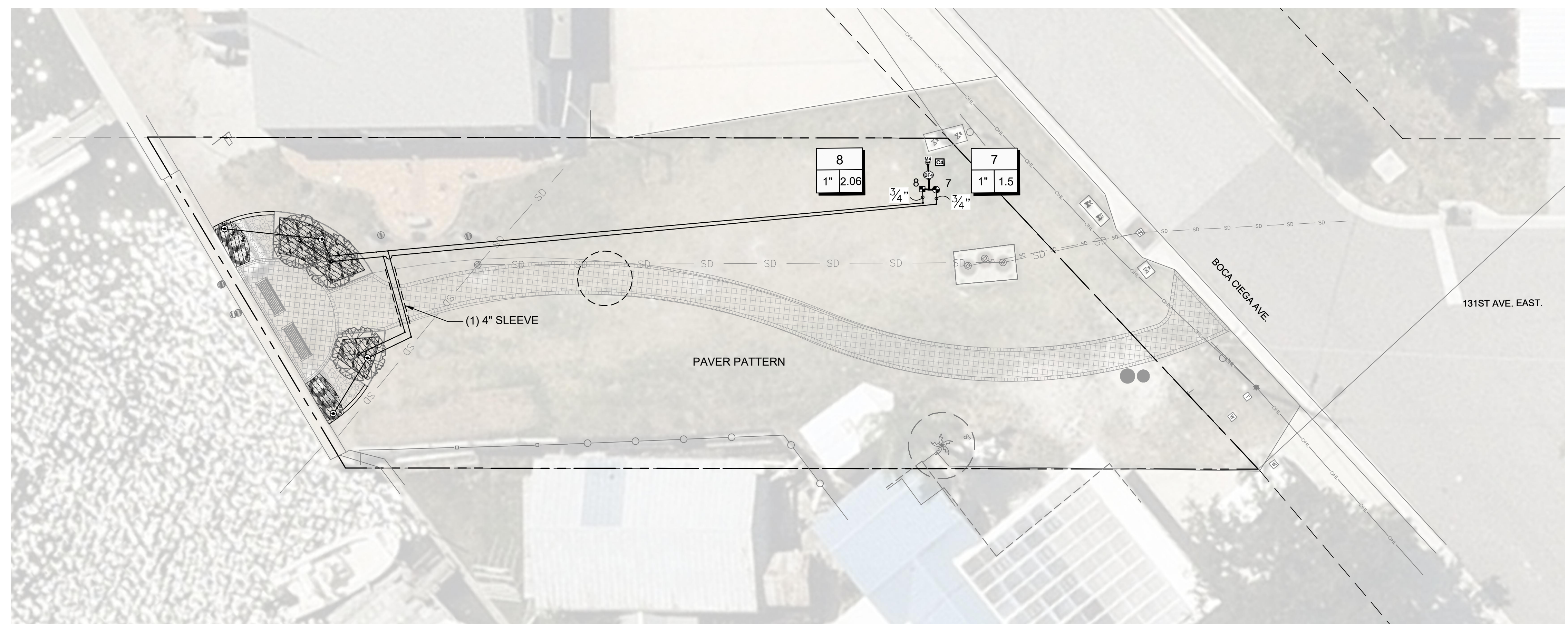
IRRIGATION PLAN
IR-101



IRRIGATION SCHEDULE	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER PCB FLOOD BUBBLER, 1/2IN. FIPT.
	HUNTER ICZ-101-25 1\"/>
	HUNTER HDL-09-12-CV DRIIP CONTROL ZONE KIT. 1IN. ICV GLOBE VALVE WITH 1IN. HY100 FILTER SYSTEM. PRESSURE REGULATION. 25PSI. FLOW RANGE: 2 GPM TO 20 GPM. 150 MESH STAINLESS STEEL SCREEN.
	PIPE TRANSITION POINT IN DRIP BOX PIPE TRANSITION POINT FROM PVC LATERAL TO DRIP TUBING WITH RISER IN 6IN. DRIP BOX.
	AREA TO RECEIVE DRIPLINE HUNTER HDL-09-12-CV HUNTER DRIPLINE W/ 0.9 GPH EMITTERS AT 12\"/>
	HUNTER ICV-G 1\"/>
	FEBCO B25Y 2\"/>
	HUNTER P2C-400 LIGHT COMMERCIAL & RESIDENTIAL CONTROLLER, 4-STATION BASE MODULE CONTROLLER, 120 VAC, OUTDOOR/INDOOR MODEL
	WATER METER 1-1/2\"/>
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 3/4\"/>
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21
	PIPE SLEEVE: PVC SCHEDULE 40



3 132ND AVE. EAST



4 131ST AVE. EAST

POCKET PARKS

CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.

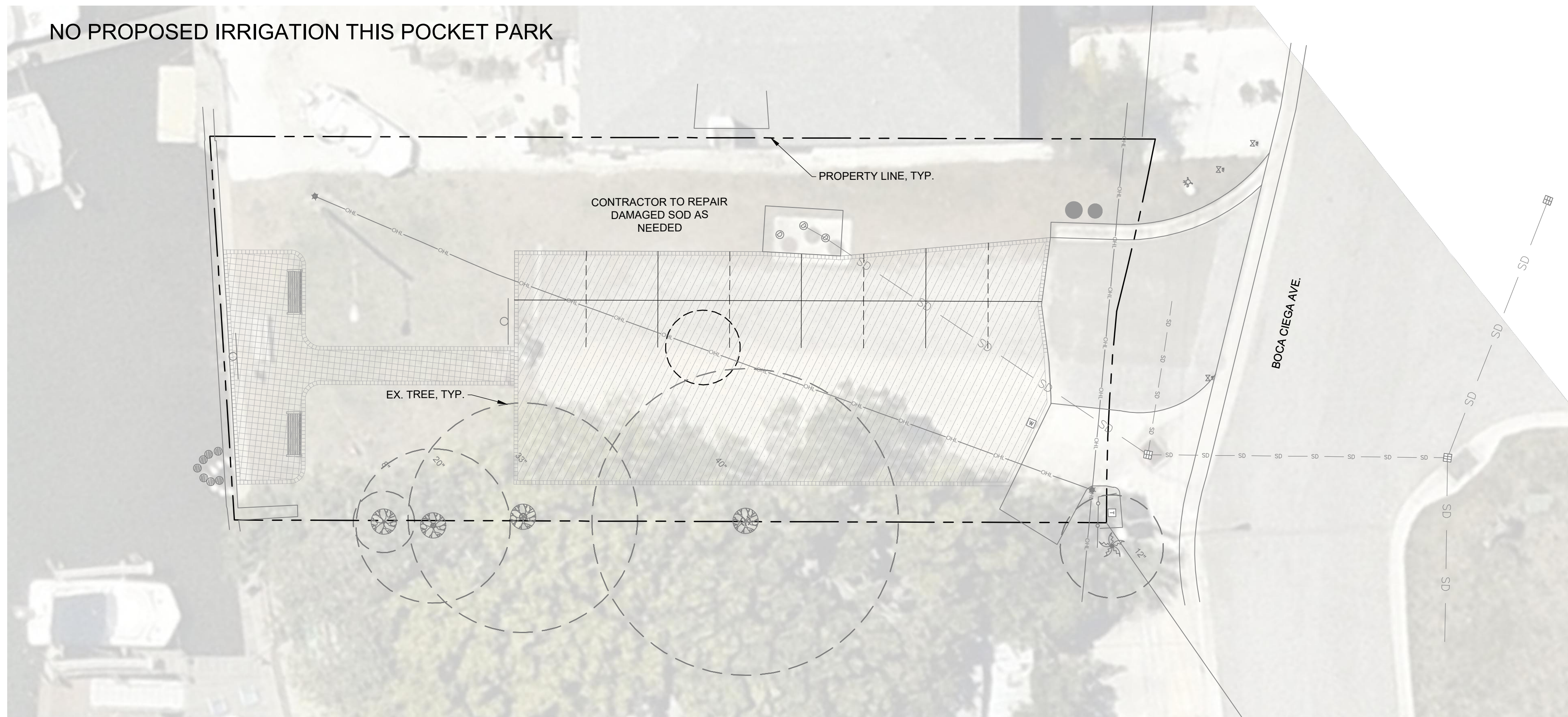


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SHEET TITLE	IRRIGATION PLAN

IR-102



5 132ND AVE. EAST

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POCKET PARKS

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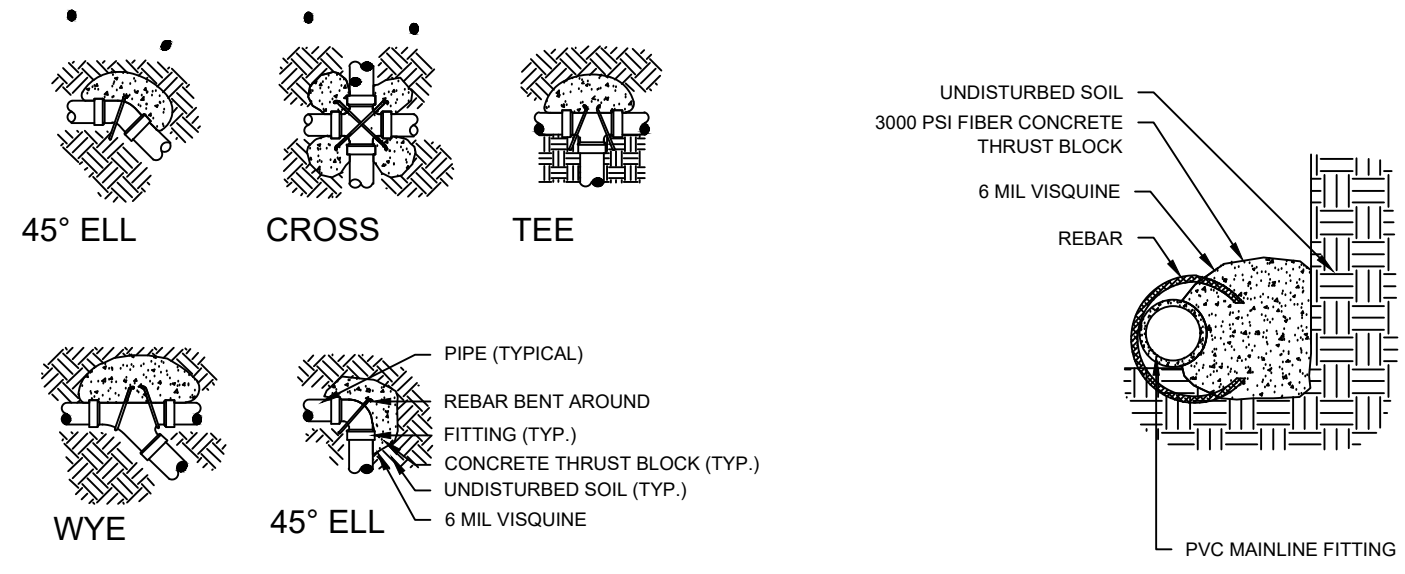
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IRRIGATION PLAN

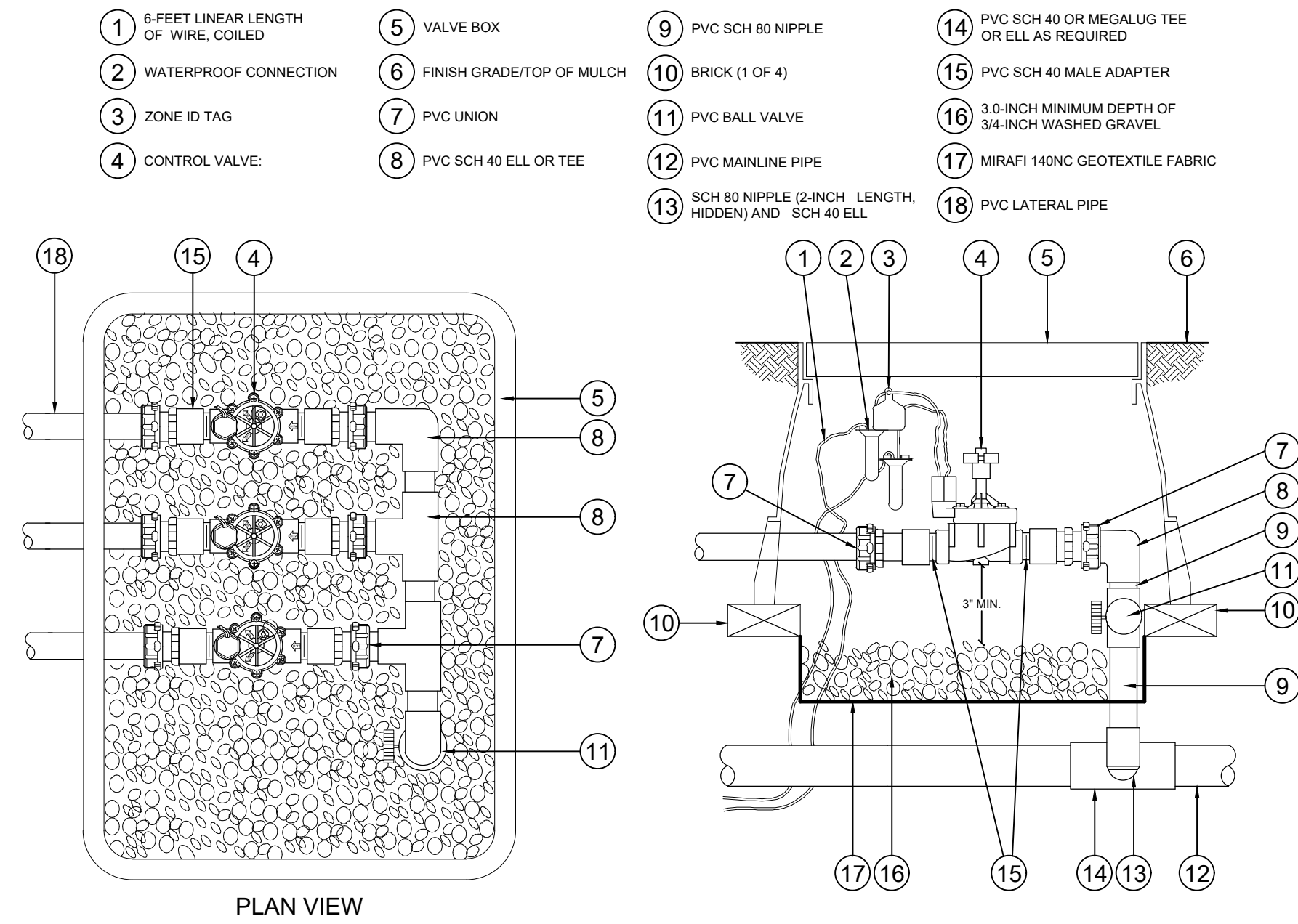
IR-103



- NOTES:**
- SUPPLY LINES 2.0 INCHES IN DIAMETER AND LARGER SHALL RECEIVE CONCRETE THRUST BLOCKS AS SPECIFIED HEREIN & AS APPLICABLE.
 - ALL CONCRETE TO BE 2800 PSI OR STRONGER.
 - ALL REBAR SHALL BE RUST-FREE.
 - FITTINGS TO BE WRAPPED IN VISQUEEN BEFORE POURING THE THRUST BLOCK.
 - CONCRETE IS NOT TO INCREASE THE IRRIGATION MAINLINE.

1 TYPICAL THRUST BLOCKING DETAILS

NTS

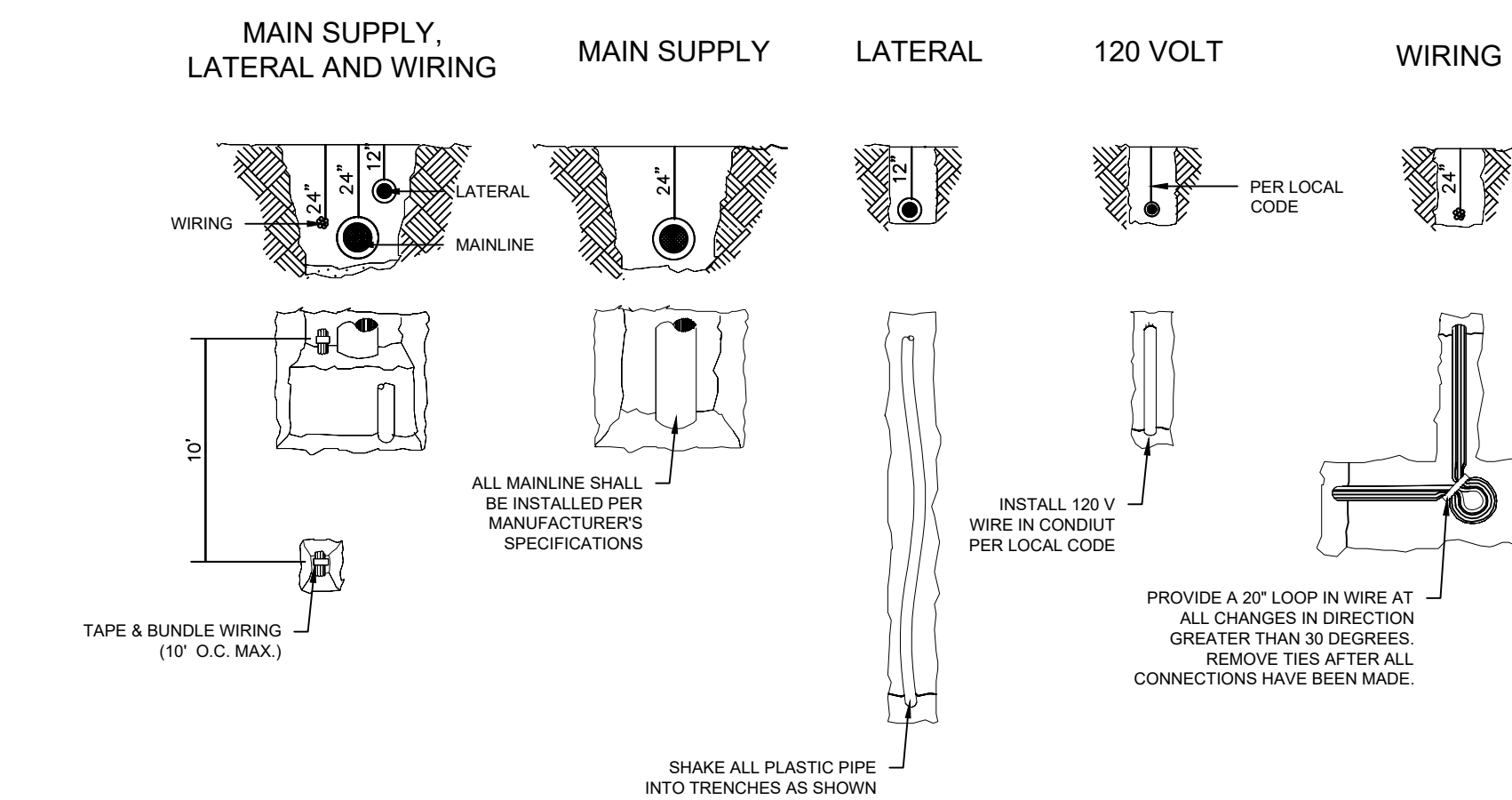


3 TYPICAL VALVE (DRIP)

NTS

4 TYPICAL VALVE MANIFOLD (BUBBLERS)

NTS



5 TYPICAL CONTROLLER

NTS

7 TYPICAL TRENCH DETAIL

NTS

8 SLEEVE BUNDLE

NTS

6 TYPICAL DRIPLINE LAYOUT

NTS

PIPE SIZE TABLE

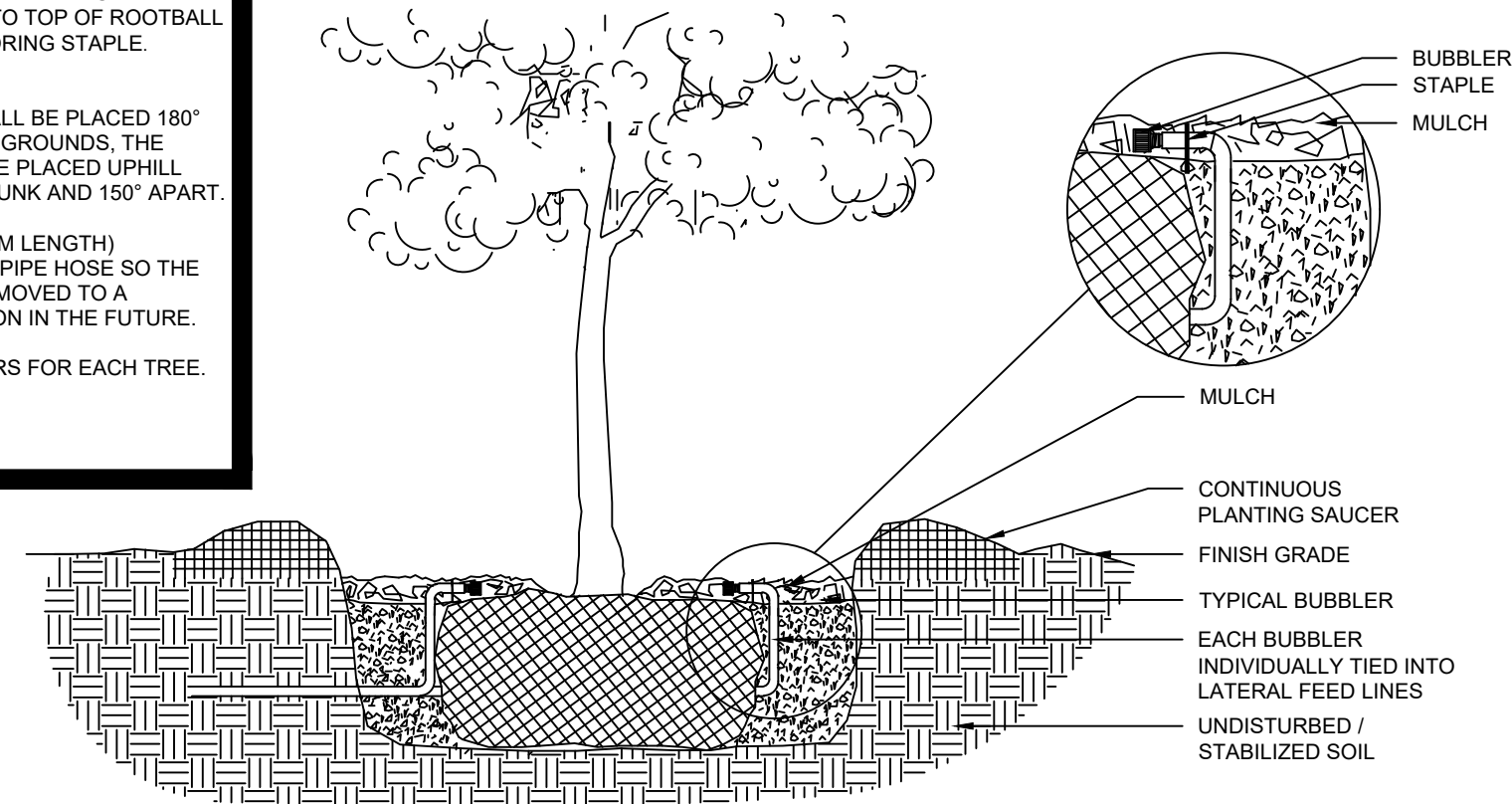
IRRIGATION ZONE DEMAND GALLONS PER MINUTE (GPM)	MINIMUM PIPE SIZE
5-10	3/4"
11-15	1"
16-25	1-1/4"
26-32	1-1/2"
33-52	2"
53-75	2-1/2"
76-110	3"

REFER TO EACH IRRIGATION ZONE ON PLAN DRAWINGS FOR ZONE GPM
ALL PIPE SHALL BE SIZED SO AS NOT TO EXCEED 5 FPS

8 PIPE SIZE TABLE

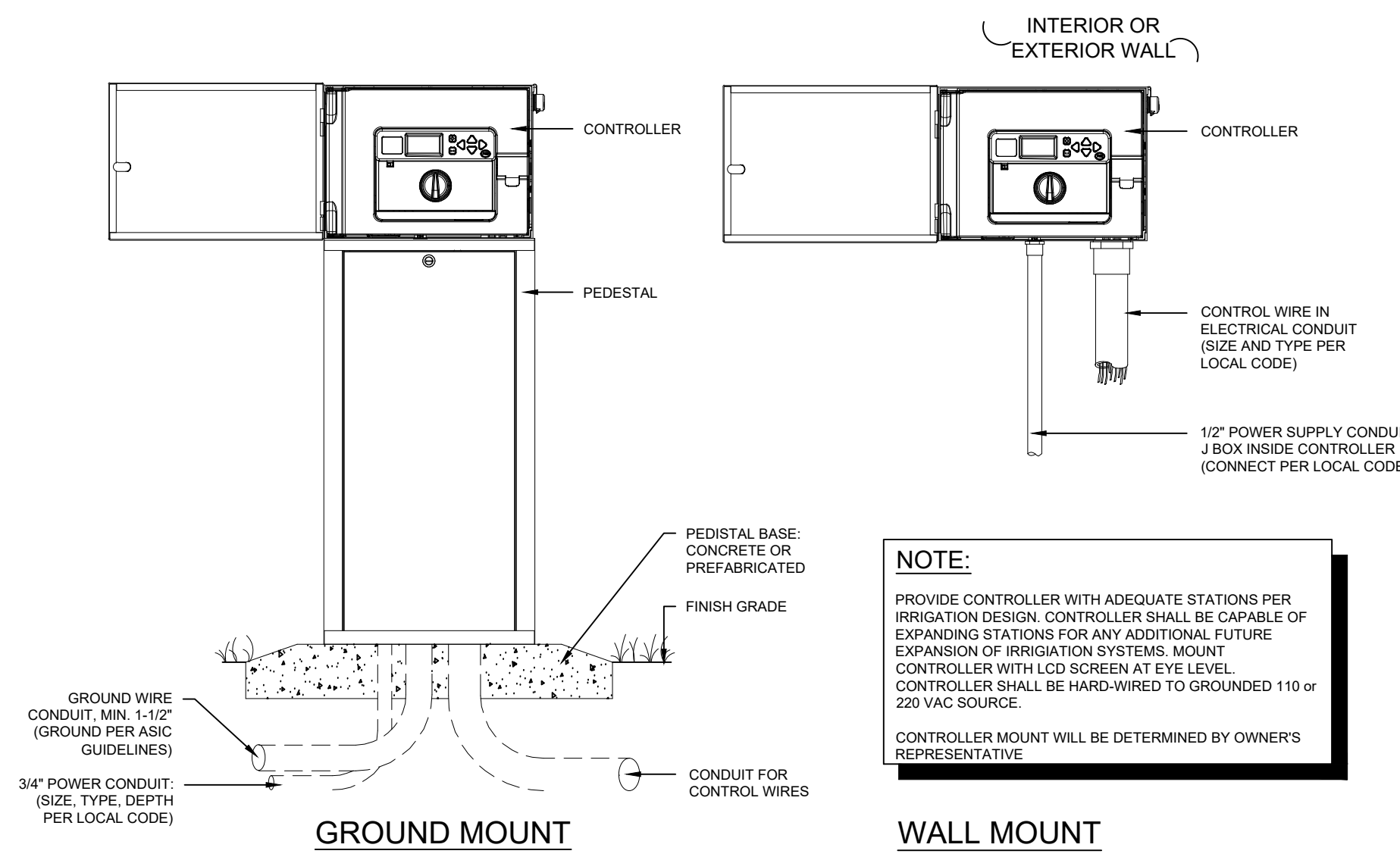
NTS

- NOTES:**
- BUBBLERS ARE TO BE PLACED AT THE MIDPOINT BETWEEN THE EDGE OF THE ROOTBALL AND THE MAIN TRUNK. SECURE BUBBLER TO TOP OF ROOTBALL WITH A SOIL ANCHORING STAPLE.
 - THE BUBBLERS SHALL BE PLACED 180° APART. IN SLOPING GROUNDS, THE BUBBLERS SHALL BE PLACED UPHILL FROM THE TREE TRUNK AND 150° APART.
 - PROVIDE (5' MINIMUM LENGTH) SUFFICIENT FUNNY PIPE HOSE SO THE BUBBLERS CAN BE MOVED TO A DIFFERENT LOCATION IN THE FUTURE.
 - PROVIDE 2 BUBBLERS FOR EACH TREE.



2 TYPICAL BUBBLER DETAIL

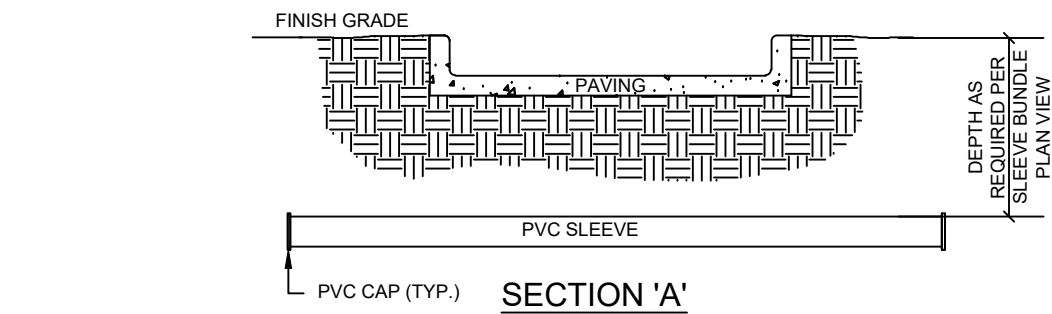
NTS



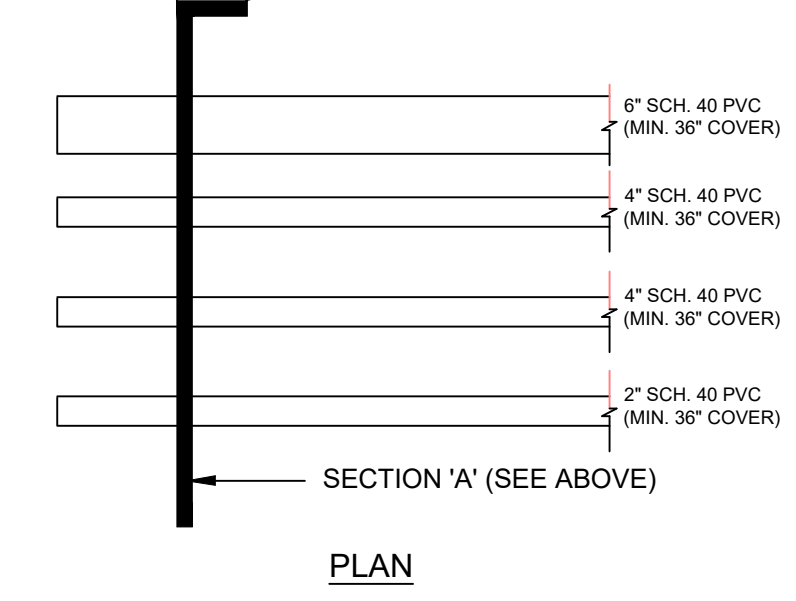
- NOTE:**
- PROVIDE CONTROLLER WITH ADEQUATE STATIONS PER IRRIGATION DESIGN. CONTROLLER SHALL BE CAPABLE OF EXPANDING STATIONS FOR ANY ADDITIONAL FUTURE EXPANSION OF IRRIGATION SYSTEMS. MOUNT CONTROLLER WITH LCD SCREEN AT EYE LEVEL. CONTROLLER SHALL BE HARD-WIRED TO GROUNDED 110 or 220 VAC SOURCE.
- CONTROLLER MOUNT WILL BE DETERMINED BY OWNER'S REPRESENTATIVE.

5 TYPICAL CONTROLLER

NTS



- NOTES:**
- TO FACILITATE FUTURE CABLE INSTALLATION, CONDUITS ARE PLACED AS STRAIGHT AS POSSIBLE WITHIN THE TRENCH.
 - WHERE CONDUIT BREAKS ARE ANTICIPATED (I.E. AT ROAD CROSSINGS WITH MEDIAN ACCESS) THE ENTIRE LENGTH SHALL BE INSTALLED AS ONE UNIT AND THEN THE BREAK SHALL BE CUT AND REMOVED.
 - SLEEVING SHALL EXTEND A MINIMUM OF 24" BEYOND EDGE OF PAVEMENT.
 - THE LOCATION OF SLEEVE ENDS SHALL BE RECORDED USING TWO PERMANENT REFERENCE POINTS AND THE APPROXIMATE DEPTH BELOW FINISH GRADE.
 - CONDUITS SHALL BE INSTALLED WITH CLEAN (BARB FREE) ENDS AND FREE OF CRACKING AND OTHER DAMAGE.
 - CONTRACTOR TO REFER TO IRRIGATION PLANS FOR SLEEVE SIZE, QUANTITY AND LOCATION.



*REQUIRED CONDUIT SIZES FOR NON STANDARD SLEEVE BUNDLES.

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MADEIRA BEACH, FL.



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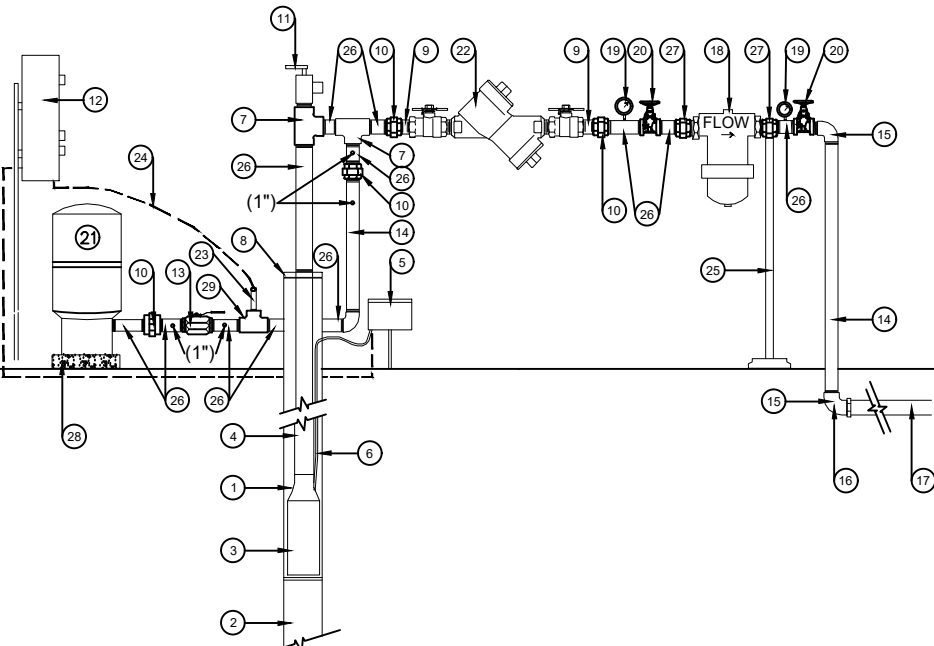
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FIRM / BUSINESS NO. STATE

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ISSUED:	OCTOBER 2023
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SHEET TITLE	
IRRIGATION DETAILS	

IR-501

NOTE:

ALL SIZES AND CAPACITIES SHOWN FOR INFORMATIONAL PURPOSES ONLY. * ALL PIPING SHALL BE SIZED TO MATCH IRRIGATION MAINLINE UNLESS OTHERWISE NOTED. ABOVE GROUND PIPE SHALL BE GALVANIZED, BELOW GROUND PIPE SHALL BE CLASS 200 PVC.



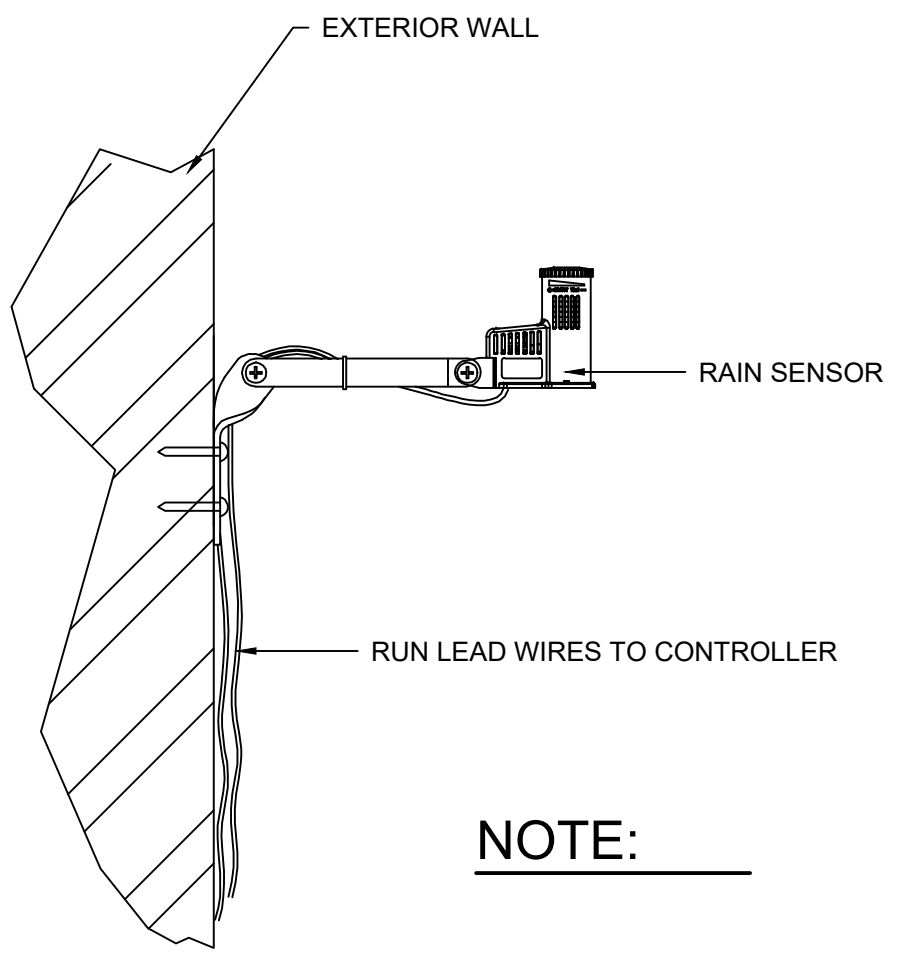
LEGEND

- 1 4" OR 5" WELL CASING
2 OPEN HOLE (DEPTH TBD)
3 SUBMERSIBLE PUMP WITH THREE PHASE MOTOR
4 DROP PIPE (GALV. SCH 40)
5 JUNCTION BOX
6 SUBMERSIBLE CABLE
7 GALVANIZED TEE
8 WELL SEAL
9 2" DIELECTRIC NIPPLE
10 GALVANIZED UNION
11 CLA-VAL #55F PRESSURE RELIEF VALVE (3/4")
12 CONTROL PANEL
13 (1") BRASS BALL VALVE
14 GALVANIZED PIPE
15 GALVANIZED ELBOW
16 PVC ADAPTER
17 IRRIGATION MAINLINE (SIZE AS PER PLANS)
18 2" AMIAD SUPER T 100 MESH FILTER
19 200 PSI PRESSURE GAUGE (LIQUID FILLED)
20 GATE VALVE
21 20-GALLON PRESSURE TANK (ABOVE GROUND)
22 BACKFLOW DEVICE PER LOCAL CODE
23 PRESSURE TRANSDUCER (INCLUDED IN SPD PACKAGE)
24 TRANSDUCER CABLE (INCLUDED WITH TRANSDUCER)
25 PIPE SUPPORTS, (2) REQUIRED FOR LARGE PIPE AND (1) FOR 2" PIPE
26 GALVANIZED NIPPLE
27 SCHEDULE 80 PVC UNION
28 THREE PHASE POWER FROM VFD TO MOTOR
29 1" X 1/2" GALVANIZED TEE

1 TYPICAL IRRIGATION WELL AND VFD PUMP STATION NTS

GENERAL IRRIGATION NOTES:

- 1. SCOPE OF WORK: THE WORK CONSISTS OF THE PREPARATION OF DESIGN DOCUMENTS AND INSTALLING A COMPLETE UNDERGROUND IRRIGATION SYSTEM...
2. POINT OF CONNECTION SHALL BE A PUMP AND WELL...
3. LIMITS OF IRRIGATION: PROVIDE 100% COVERAGE OF ALL PREPARED PLANTING BEDS...
4. IRRIGATION TO MEET CITY OF NEW PORT RICHEY IRRIGATION STANDARDS...
5. ANY PERMITS FOR THE INSTALLATION OR CONSTRUCTION OF ANY OF THE WORK INCLUDED UNDER THIS CONTRACT...
6. DESIGN PLANS: THE LANDSCAPE IRRIGATION SUBCONTRACTOR SHALL SUBMIT DESIGN DRAWINGS FOR REVIEW AND APPROVAL...
7. PRIOR TO PURCHASING, CONTRACTOR SHALL SUBMIT SHOP DRAWINGS...
8. HEAD PLACEMENT SHOULD ALWAYS BE DONE WHILE TAKING INTO CONSIDERATION...
9. AUTOMATIC CONTROL TIMER, PUMP/WELL ASSEMBLY, BACKFLOW PREVENTER, AND RAIN SENSOR LOCATIONS TO BE VERIFIED...
10. FIELD ALTERATIONS MADE IN THE IRRIGATION CONTRACT DRAWING MUST BE IN THE BEST INTEREST OF THE PLANT MATERIAL...
11. THE CONTRACTOR SHALL STAKE OUT THE LOCATION OF EACH RUN OF PIPE...
12. THE IRRIGATION AND LANDSCAPE CONTRACTORS SHALL COORDINATE THE PLACEMENT OF THE IRRIGATION EQUIPMENT...
13. OPEN CUTS IN ASPHALT AND WALKS ARE NOT PERMITTED...
14. SLEEVES UNDER ROADWAYS AND SIDEWALKS ARE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR...
15. ALL TRENCHESES WITHIN FIFTEEN FEET (15') OF EXISTING TREES TO BE HAND EXCAVATED...
16. NO ROOTS SHALL BE CUT WITHIN A FIFTEEN FOOT (15') RADIUS OF ALL EXISTING TREES...
17. CONTRACTOR SHALL COORDINATE ELECTRICAL AND WATER REQUIREMENTS...
18. ALL PIPE SHALL BE SIZED SO AS NOT TO EXCEED 5 FPS...
19. INITIAL BACKFILL ON PVC LINE SHALL BE PULVERIZED NATIVE SOIL...
20. RECORD DRAWINGS: AFTER FINAL ACCEPTANCE OF THE COMPLETED INSTALLATION...
21. CONTRACTOR SHALL SUPPLY ZONE MAP...
22. THE DRAWINGS ARE TO BE CONSIDERED DIAGRAMMATIC...
ELECTRICAL SUPPORT FOR LANDSCAPE IRRIGATION SYSTEM:



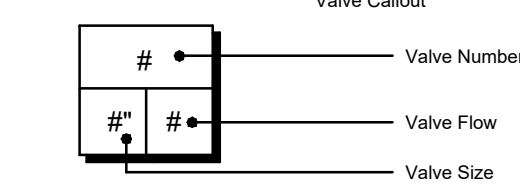
2 TYPICAL RAIN SENSOR NTS

VALVE SCHEDULE

Table with columns: NUMBER, MODEL, SIZE, TYPE, GPM, WIRE, PSI @ POC, PRECIP. Includes items for dripline, bubblers, and areas for dripline.

IRRIGATION SCHEDULE

Table with columns: SYMBOL, MANUFACTURER/MODEL/DESCRIPTION, QTY, PSI. Lists various irrigation components like flood bubblers, valves, backflow preventers, and piping.



CRITICAL ANALYSIS

Water Source Information:
Flow Available: 181.94 GPM
Pressure Available: 65 PSI
Design Analysis:
Maximum Station Flow: 100 GPM
Flow Available at POC: 181.94 GPM

POCKET PARKS
CITY OF MADEIRA BEACH
MADEIRA BEACH, FL.

half logo and address: 3300 NORTH A ST., BUILDING 2, SUITE 120, MADEIRA BEACH, FL 32953

Table with columns: REVISION NO., DATE, DESCRIPTION. Empty table for revisions.

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ISSUED: OCTOBER 2023
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SCALE: 1" = 10'
SHEET TITLE: IRRIGATION DETAILS AND NOTES
IR-502

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It's the Law! 1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

BOUNDARY/TOPOGRAPHIC SURVEY

THE MAP AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

SURVEYOR'S REPORT

ACCURACY:

- ALL MEASUREMENTS, DISTANCES, ELEVATIONS (IF SHOWN) AND FEATURES WERE PERFORMED IN STRICT ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE (5J-17FAC).
- METHODS FOR ALL CONTROL MEASUREMENTS WERE MADE WITH A TRANSIT AND STEEL TAPE, OR DEVICES WITH EQUIVALENT OR HIGHER DEGREES OF ACCURACY.
- THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED IN THE MINIMUM STANDARDS OF PRACTICE (5J-17 FAC), IS "COMMERCIAL/HIGH RISK". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE MET THIS REQUIREMENT.

DATA SOURCES:

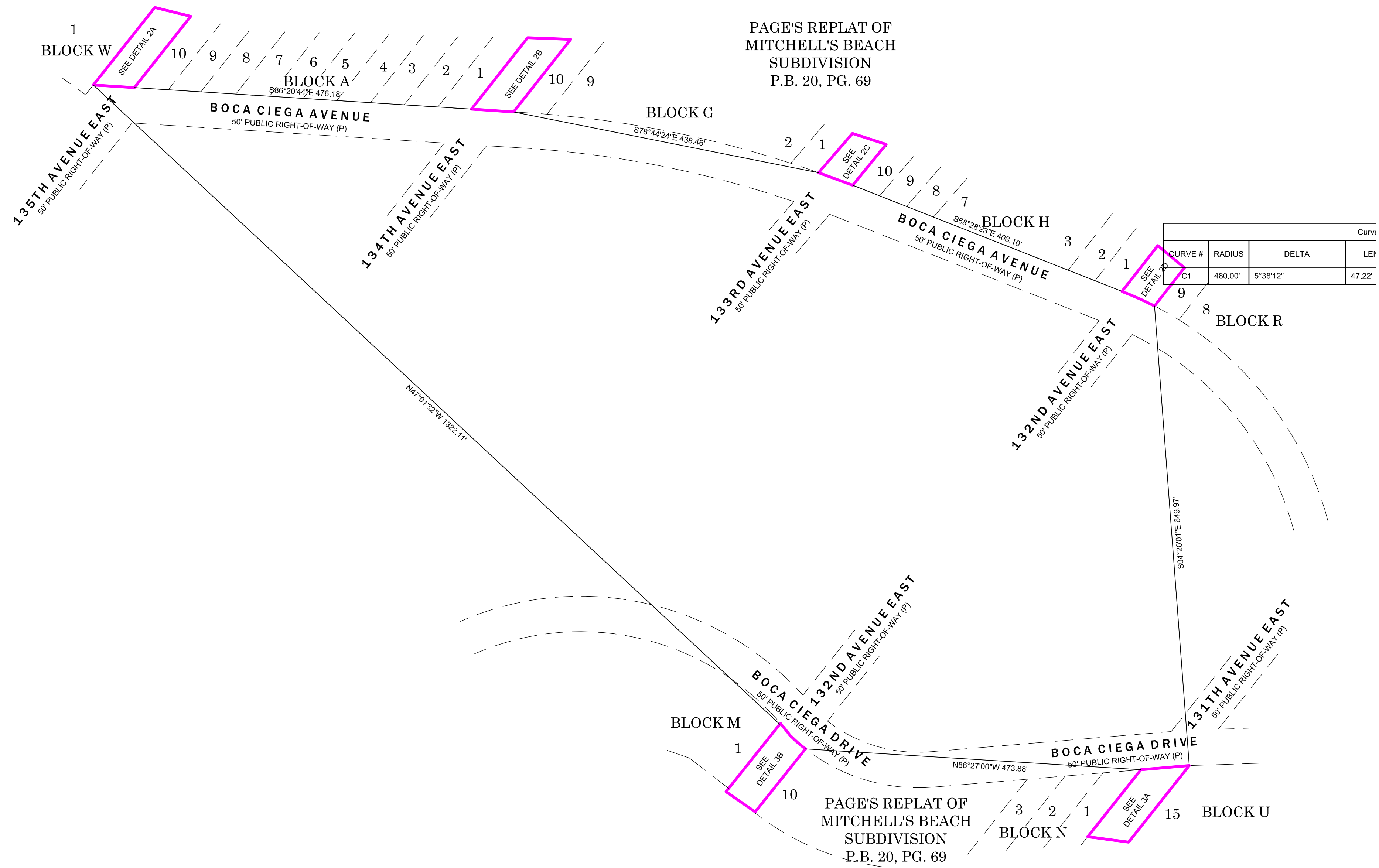
- BASIS OF BEARINGS IS THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM, 1983 ADJUSTMENT.
- PLAT OF PAGE'S REPLAT OF MITCHELL'S BEACH SUBDIVISION, RECORDED IN PLAT BOOK 69, PAGE 20, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LIMITATIONS:

- PURPOSE OF SURVEY:
- USE OF THIS SURVEY BY ANYONE OTHER THAN THOSE PREPARED FOR / CERTIFIED TO, WILL BE THE RE-USERS SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THERE MAY BE ITEMS DRAWN OUT OF SCALE AND / OR MOVED ON THE MAP OF SURVEY TO GRAPHICALLY SHOW THEIR LOCATION. PRINTED DIMENSIONS SHOWN ON THE SURVEY SUPERSEDE SCALED DIMENSIONS.
- UNDERGROUND FOUNDATIONS AND THEIR LOCATIONS HAVE NOT BEEN DETERMINED.
- IRRIGATION EQUIPMENT AND / OR THEIR APPURTENANCES HAVE NOT BEEN MAPPED.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THERE MAY EXIST ADDITIONAL EASEMENTS AND/OR RESTRICTIONS THAT CAN BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- ONLY THE UNDERGROUND UTILITIES AND / OR THEIR APPURTENANCES WHICH WERE READILY APPARENT FROM GROUND LEVEL TO THE SURVEYOR ON THE ACTUAL DAY OF THE FIELD SURVEY WERE LOCATED. NO EXCAVATIONS OR SUBSURFACE WORK EFFORTS OF ANY KIND WERE PERFORMED BY THE SURVEYOR TO VERIFY THE EXISTENCE OF ANY UNDERGROUND UTILITIES AND / OR THEIR APPURTENANCES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES AND / OR THEIR APPURTENANCES SHOWN, COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.
- THERE MAY BE ADDITIONAL UTILITY STRUCTURES (DRAINAGE, SANITARY, ELECTRIC, COMMUNICATIONS, ETC.) THAT WERE NOT READILY APPARENT AT THE TIME OF THE SURVEY.

BOUNDARY INCONSISTENCIES:

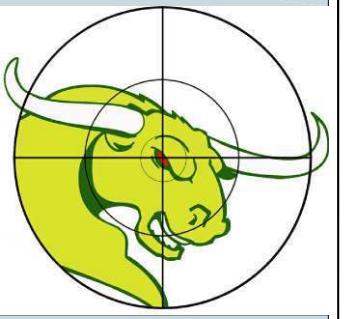
- ANY ANGULAR AND/OR DIMENSIONAL DISCREPANCIES BETWEEN THE DESCRIPTION AND THE FIELD LOCATED OCCUPATION BOUNDARY CORNERS, AND BOUNDARY CORNERS WITH MULTIPLE BOUNDARY MONUMENTS ALONG WITH THEIR CORRESPONDING QUADRANT DIRECTIONAL MISSES, ARE SHOWN ON THE MAP OF SURVEY. ALL PERIMETER BEARINGS AND DISTANCES ARE BY FIELD MEASURED UNLESS SO NOTED.



Curve #	RADIUS	DELTA	LEP
C1	480.00'	5°38'12"	47.22'

BULLSEYE SURVEYING, INC.

LB 7818
4590 ULMERTON RD,
SUITE 115
CLEARWATER, FL 33762
PHONE: 727-475-8088
FAX: 727-264-0457



PARCEL INFORMATION:
SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
HILLSBOROUGH COUNTY, FLORIDA

ABBREVIATIONS

- DENOTES**
- FIR=FOUND IRON REBAR (SIZE AS NOTED)
 - FDH=FOUND DRILL HOLE
 - FN=FOUND NAIL
 - FN&D=FOUND NAIL & DISK
 - FOP=FOUND OPEN PIPE
 - LB=LICENSED BUSINESS
 - OR=OFFICIAL RECORDS BOOK
 - PB=PLAT BOOK
 - PG=PAGE
 - PLS=PROFESSIONAL LICENSED SURVEYOR
 - PLS=PROFESSIONAL LICENSED SURVEYOR
 - PSM=PROFESSIONAL SURVEYOR AND MAPPER
 - PVC=POLYVINYL CHLORIDE
 - RCP=REINFORCED CONCRETE PIPE
 - RLS=REGISTERED LICENSED SURVEYOR
 - SIR=SET 1/2" REBAR AND CAP BULLSEYE CONTROL POINT
 - SND=SET NAIL AND DISK LB 7818
 - TBM=TEMPORARY BENCHMARK

SYMBOL LEGEND

- DENOTES**
- BOLLARD
 - DRAINAGE MANHOLE
 - ELECTRIC EQUIPMENT
 - FIRE HYDRANT
 - FLAG POLE
 - GRATE INLET
 - GUY ANCHOR
 - LIGHT POLE(WOOD)
 - MAIL BOX
 - RECLAIMED WATER METER
 - SANITARY VALVE
 - SIGN
 - TREE(OTHER)
 - TREE(PALM)
 - TELEPHONE EQUIPMENT
 - WATER METER
 - WATER VALVE
 - WOOD UTILITY POLE

THIS SURVEY AND THE COPIES THEREOF, EXCEPT THOSE WITH ELECTRONIC SIGNATURE AND ELECTRONIC SEAL, THE SURVEY OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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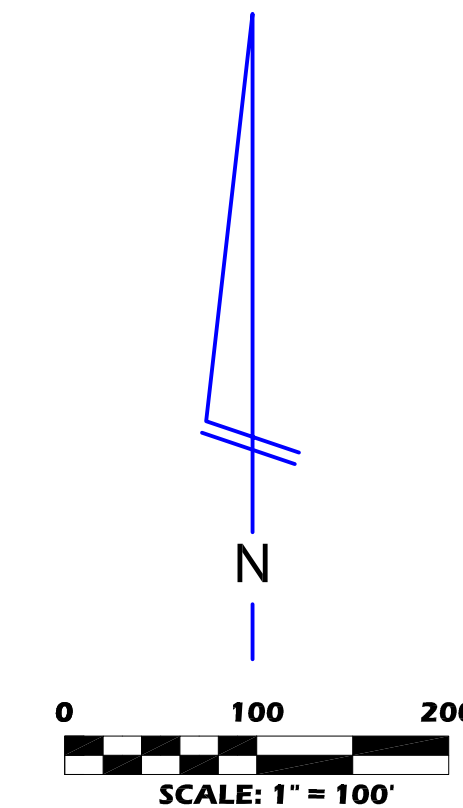
CERTIFIED TO:

-

GEORGE R. MARTIN
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 6019
STATE OF FLORIDA

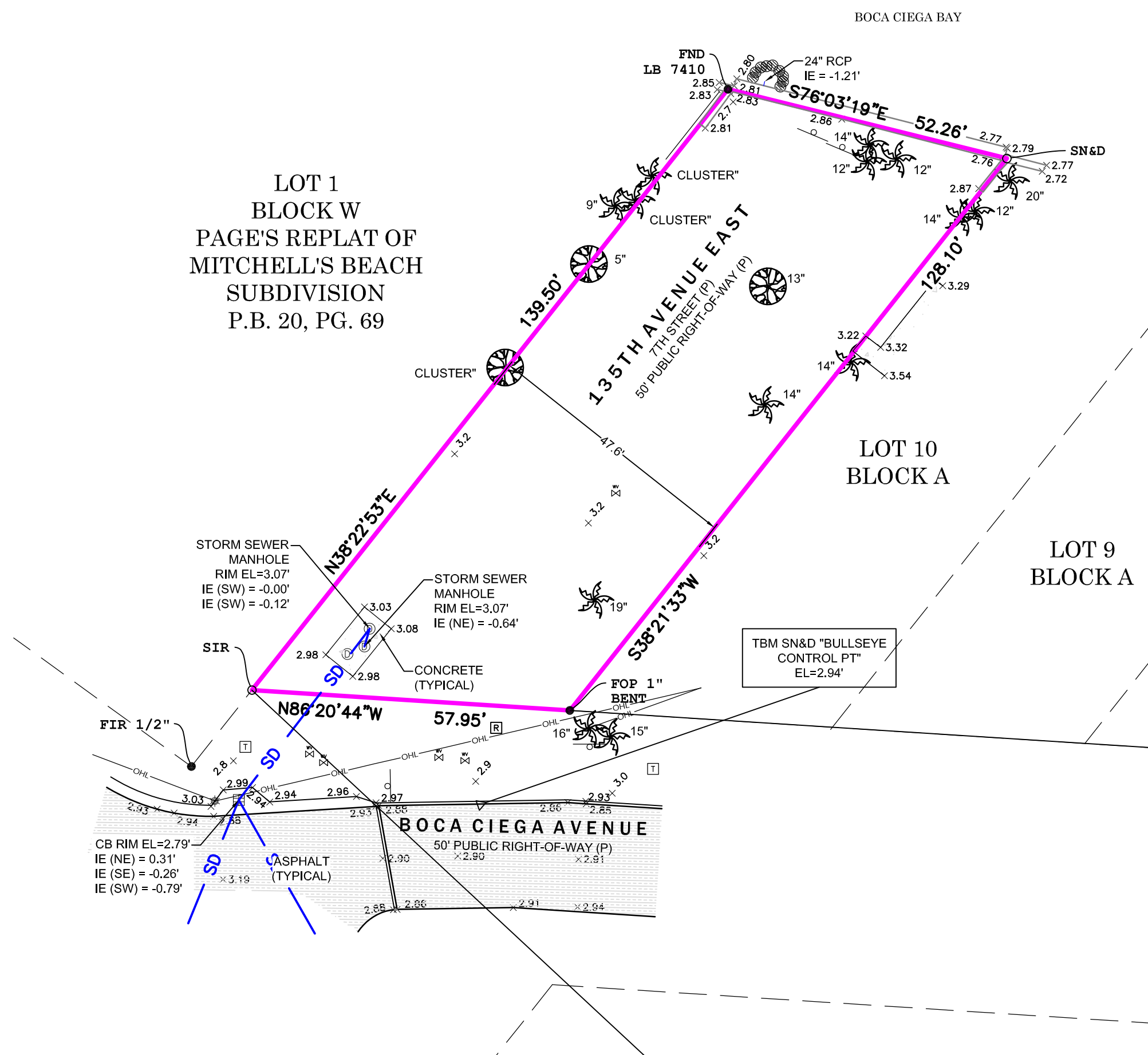
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DRAFTED BY	SURVEY FIELD DATE	
VPL	07/03/2023	
PROJECT NUMBER	FILE NAME	
23-033	23-033-1.dwg	

REVISIONS		
#	DATE	DETAILS
1		

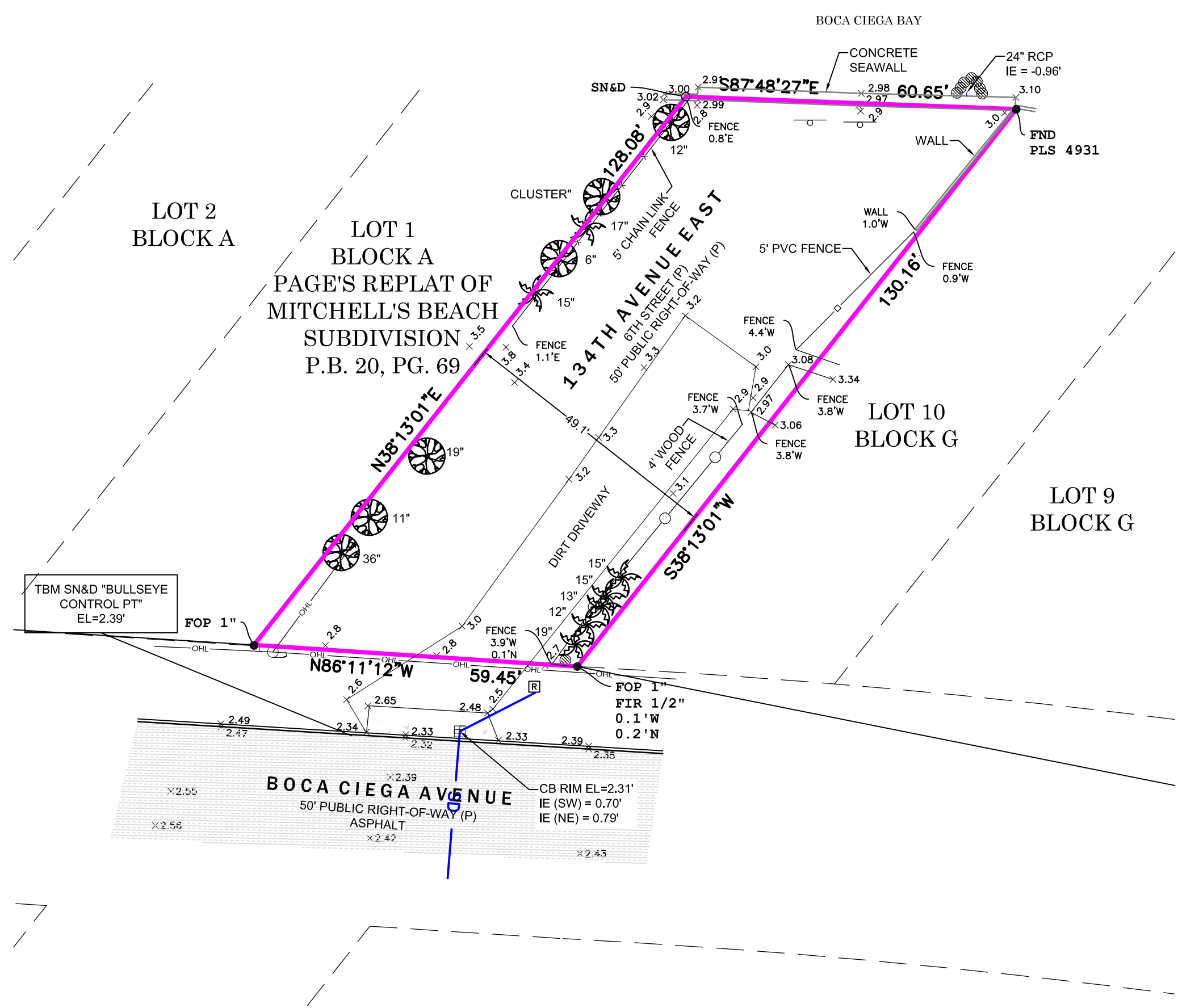


BOUNDARY/TOPOGRAPHIC SURVEY
THE MAP AND REPORT ARE NOT
FULL AND COMPLETE WITHOUT
THE OTHER.

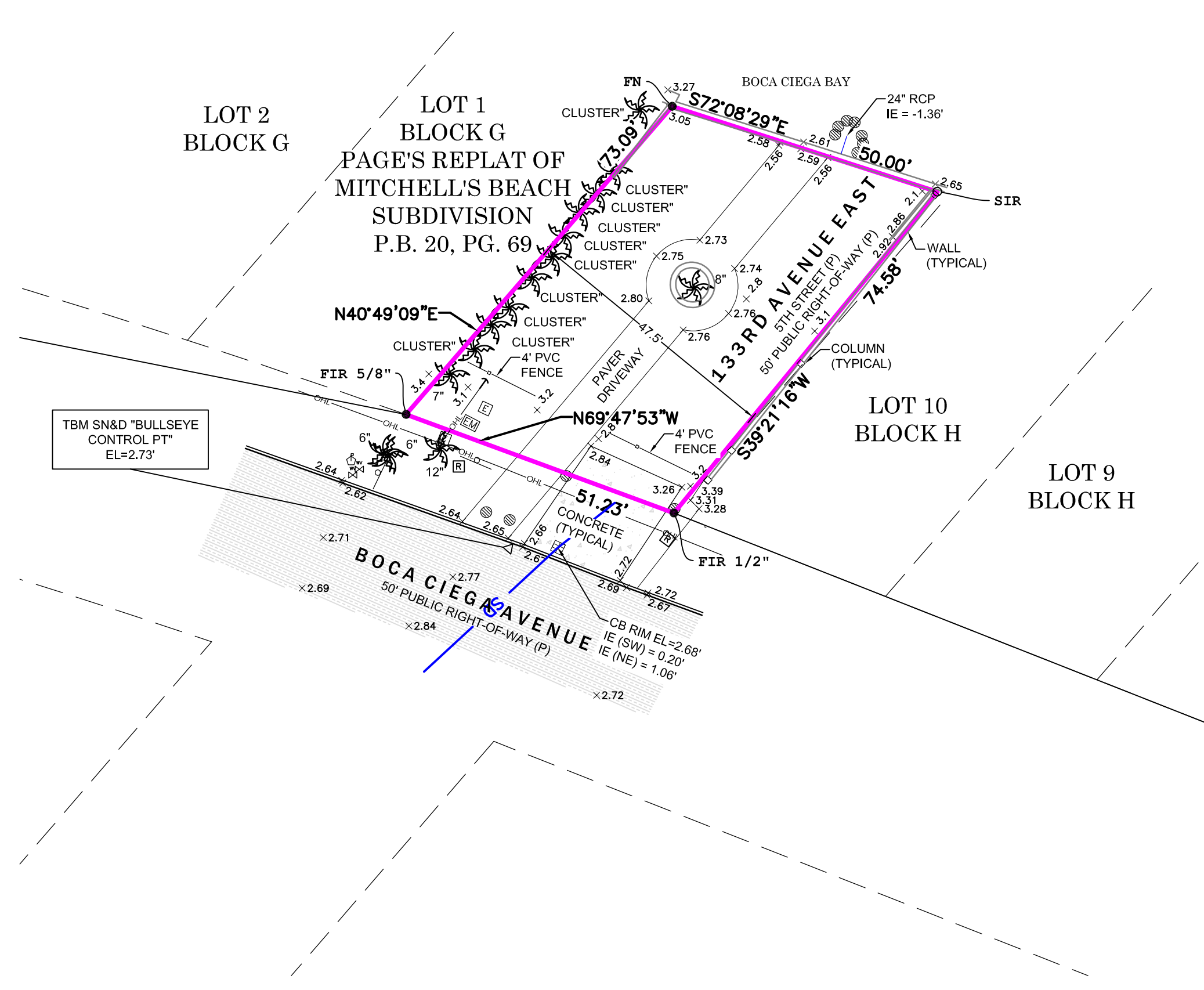
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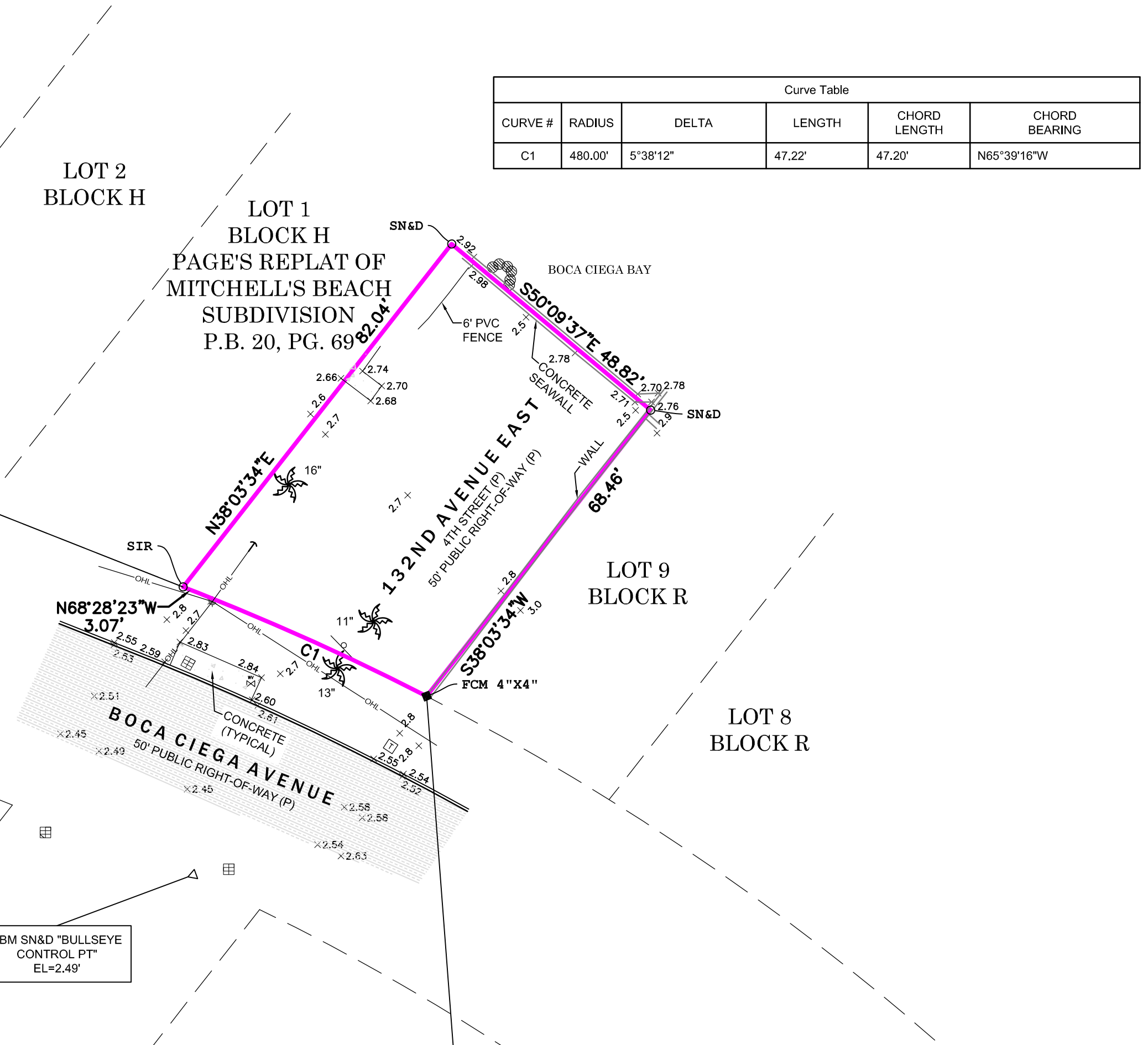
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DETAIL 3B



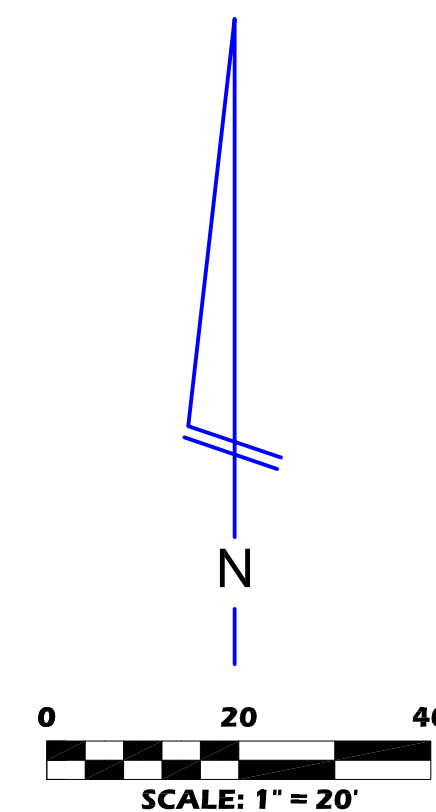
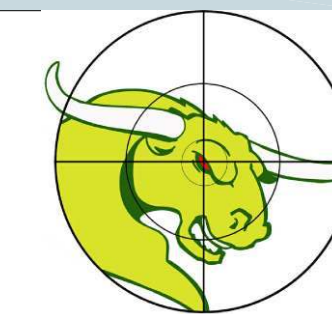
DETAIL 2D



Curve Table					
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	480.00'	5°38'12"	47.22'	47.20'	N65°39'16"W

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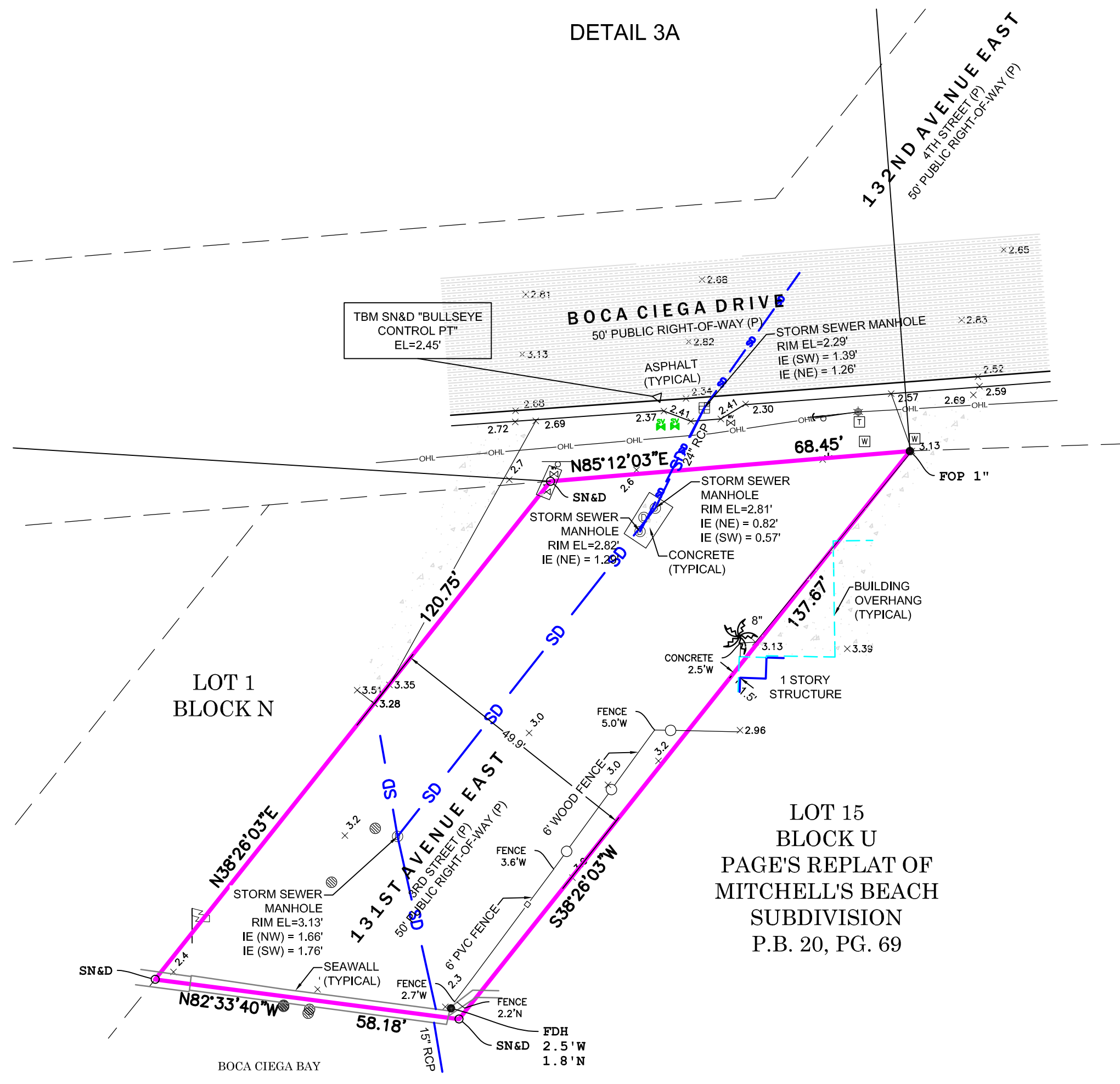
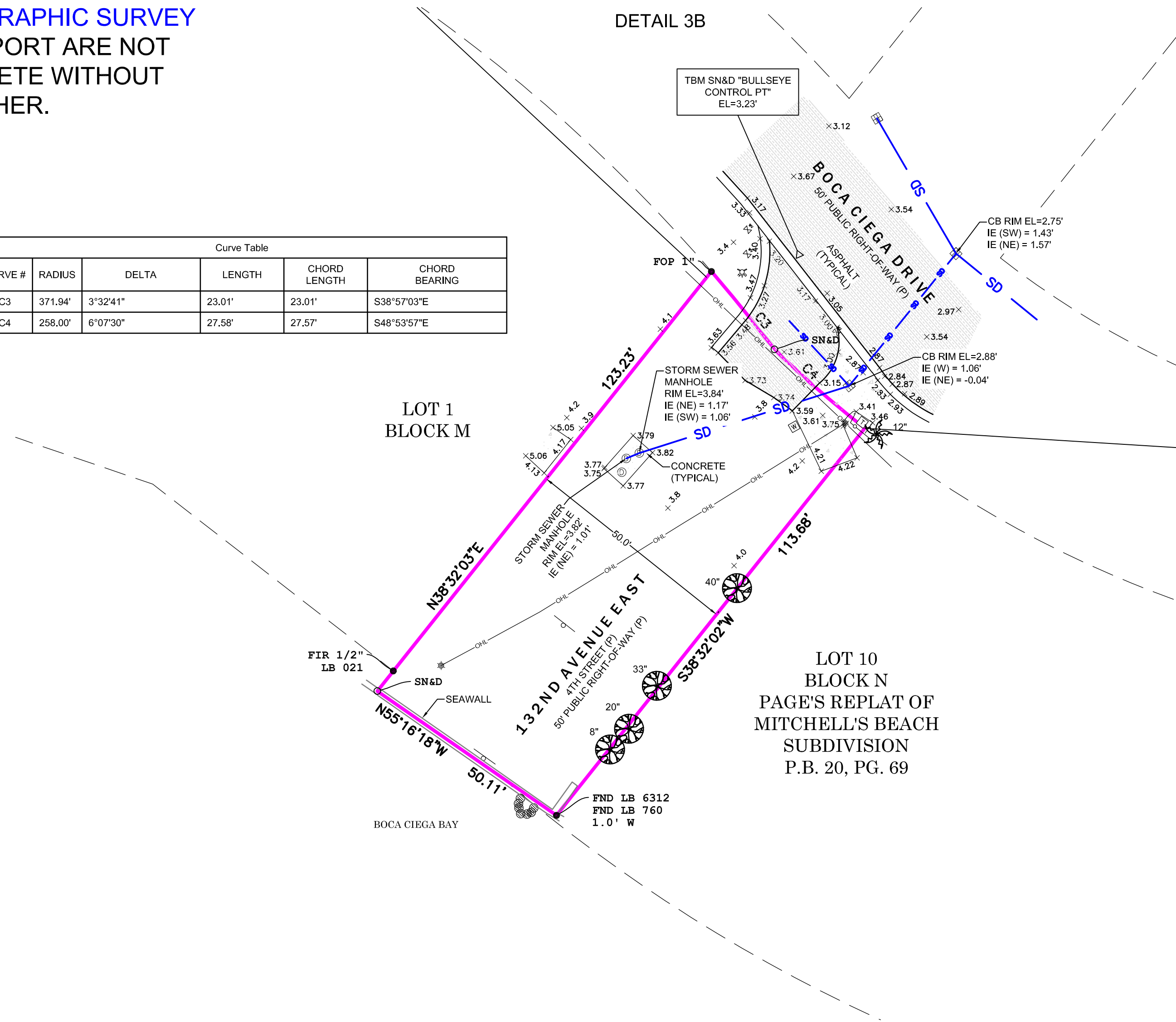


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DRAFTED BY	SURVEY FIELD DATE	
VPL	07/03/2023	
PROJECT NUMBER	FILE NAME	
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REVISIONS		
#	DATE	DETAILS
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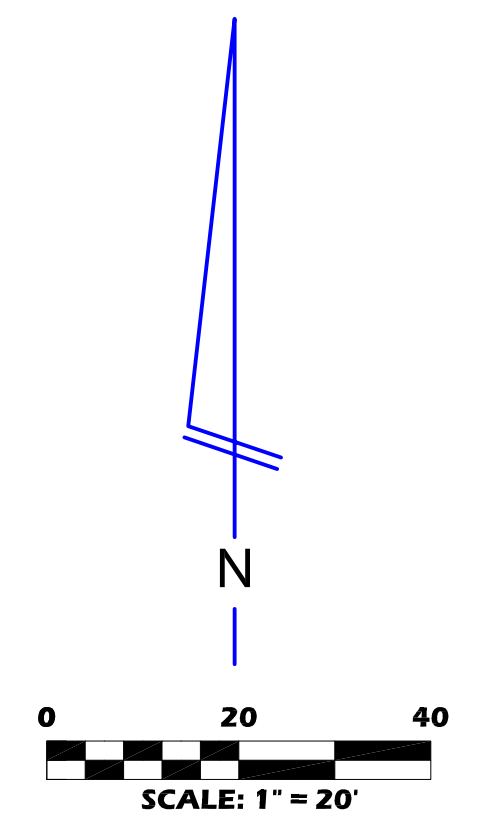
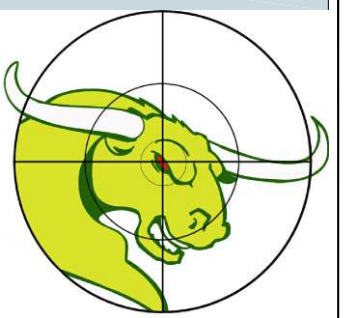
BOUNDARY/TOPOGRAPHIC SURVEY
 THE MAP AND REPORT ARE NOT
 FULL AND COMPLETE WITHOUT
 THE OTHER.

Curve Table				
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH
C3	371.94'	3°32'41"	23.01'	23.01'
C4	258.00'	6°07'30"	27.58'	27.57'



BULLSEYE SURVEYING, INC.

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FIELD BOOK / PAGE	SCALE	SHEET NUMBER
32/10-17	1" = 20'	3 of 3
DRAFTED BY VPL	SURVEY FIELD DATE 07/03/2023	
PROJECT NUMBER 23-033	FILE NAME 23-033-1.dwg	

REVISIONS		
#	DATE	DETAILS
1		



REPORT OF GEOTECHNICAL EXPLORATION

MADEIRA BEACH PARKING IMPROVEMENTS MADEIRA BEACH, FLORIDA 33708

AREHNA PROJECT NO. B-23-071

AUGUST 25, 2023

Prepared For:

Half Associates

1000 N. Ashley Drive, Suite 900

Tampa, FL 33602

Prepared By:

AREHNA Engineering, Inc.

5012 West Lemon Street

Tampa, Florida 33609

August 25, 2023

Mr. Martin Steffen, PLA
Half Associates
1000 N. Ashley Drive, Suite 900
Tampa, FL 33602

Subject: **Report of Geotechnical Exploration**
Madeira Beach Parking Improvements
Madeira Beach, Florida 33708
AREHNA Project B-23-071

AREHNA Engineering, Inc. (AREHNA) is pleased to submit this report of our geotechnical exploration for the proposed project. Services were conducted in general accordance with AREHNA Revised Proposal B.Prop-23-134.REV, submitted June 7, 2023. The purpose of our geotechnical study was to obtain information on the general subsurface conditions for the project site. The project consists of conversion from gravel/grass to pavers for the parking area.

This report presents our understanding of the project, outlines our exploratory procedures, documents the field data obtained and includes our recommendations for the proposed constructions.

AREHNA appreciates the opportunity to have assisted you on this project. Should you have any questions with regards to this report, or if we can be of any further assistance, please contact this office.

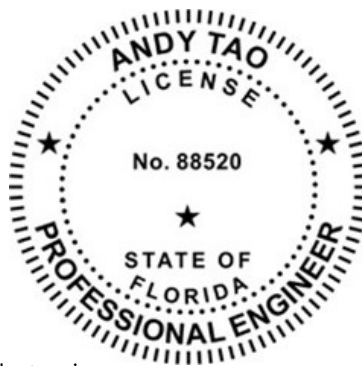
Best Regards,
AREHNA ENGINEERING, INC.

FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTHORIZATION No. 28410

This item has been digitally signed and sealed by:



Andrew Sway, PhD, P.G., E.I
Project Manager
Florida Registration PG-2508



Andy Tao, P.E.
Geotechnical Engineer
Florida Registration 88520

On the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

Distribution: 1 – Addressee - Electronic
1 – File

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APPENDIX A

USDA & USGS Vicinity Maps – Sheet 1
Boring Location Plan – Sheet 2A and 2B
Soil Boring Profiles – Sheet 3

APPENDIX B

Summary of USDA Soil Survey – Table 1
Summary of Laboratory Results – Table 2
Field & Laboratory Procedures



1.0 PROJECT INFORMATION AND SCOPE OF WORK

1.1 SITE DESCRIPTION AND PROJECT CHARACTERISTICS

The project sites are located south of the intersection of 132nd Avenue East and Boca Ciega Drive and north of the intersection of 134th Avenue East and Boca Ciega Drive in Madeira Beach Florida. The project consists of new paved parking areas. The parking areas will consist of new pavers. Some subgrade improvements may be required beneath the pavers prior to installation, but no significant grade changes are anticipated.

1.2 SCOPE OF WORK

The purpose of our geotechnical study was to obtain information on the general subsurface conditions at the proposed project site. The subsurface materials encountered were evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items were formulated:

- Identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations.
- General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction.
- General geotechnical recommendations for the proposed construction and pavement design.

The following services were performed to achieve the above-outlined objectives:

- Performed site reconnaissance and stake boring locations.
- Requested utility location services from Sunshine811.
- Performed four (4) Standard Penetration Test (SPT) boring at the project site to a depth of 10 feet (2 at each project site). Locations were provided by the client. Samples were collected, and Standard Penetration Test resistances measured continuously for the top ten feet.
- Visually classified, lab tested and stratified soil samples in the laboratory using the Unified Soil Classification System (USCS).
- Reported the results of the field exploration and engineering analysis. The results of the subsurface exploration are presented in this report, signed and sealed by a professional engineer specializing in geotechnical engineering.



2.0 FIELD EXPLORATION AND LABORATORY TESTING

2.1 FIELD EXPLORATION

Four SPT borings (SPT-01 through SPT-04), extending to a depth of 10 feet, were completed at the project locations. Borings SPT-01 and SPT-02 were performed at the proposed parking area south of the intersection of 132nd Avenue East and Boca Ciega Drive, and borings SPT-03 and SPT-04 were performed at the proposed parking area north of the intersection of 134th Avenue East and Boca Ciega Drive. The borings were located in the field using hand-held Global Positioning System (GPS) equipment. The **Boring Location Plan (Sheet 2A and 2B in Appendix A)** provides a site plan showing the approximate relationship of existing features to the test locations.

The SPT boring was performed with the use of a Power Drill Rig using Bentonite "Mud" drilling procedures. Samples were collected and Standard Penetration Test resistances were measured continuously to depths of ten feet. The soil sampling was performed in general accordance with ASTM Test Designation D-1586, entitled "Penetration Test and Split-Barrel Sampling of Soils."

Representative portions of the samples collected were sealed in glass jars, labeled, and transferred for appropriate classification. Please note that samples will be retained for 90 days after the date of this report and then disposed, unless other arrangements have been made.

2.2 LABORATORY TESTING

Laboratory testing, consisting of natural moisture content, percent organic test, and single sieve (#200) gradation testing, was performed on a representative soil sample. The results of the laboratory testing are presented on the **Soil Boring Profile Sheets (Sheet 3 in Appendix A)** and are summarized on **Table 2 in Appendix B**.



3.0 SUBSURFACE CONDITIONS

3.1 USGS TOPOGRAPHIC DATA

Digital Raster Graphic (scanned topographic map) projection of the Seminole Quadrangle, Florida, provided by the USGS was reviewed to collect topographic information in the vicinity of the project site. The approximate location of this site has been superimposed on a USGS topographic map of the local area and is shown on **Sheet 1** in **Appendix A**. Based on this review, the natural ground surface elevations at the project site are approximately between +0 to +5 feet NGVD29 (National Geodetic Vertical Datum of 1929). Elevations referenced in this report should be considered approximate only. No surveying was performed.

3.2 USDA NATURAL RESOURCES CONSERVATION SERVICE DATA

The United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soil survey for the site area (current online NRCS Web Soil Survey) indicates that the soil at the boring locations consists of *Matlacha and Augustine soils and Urban Land (Map Unit 16)*. The soil survey for the site area is shown on **Sheet 1** in **Appendix A**. The Soil Survey indicated that the depth to the seasonal high water table is about 1.5 feet below the natural ground surface. A summary of this USDA soil type is provided on **Table 1** in **Appendix B**.

3.3 SUBSURFACE CONDITIONS

A pictorial representation of the subsurface conditions encountered in the boring is shown on the **Soil Boring Profile** on **Sheet 3** in **Appendix A**. This profile and the following soil conditions highlight the general subsurface stratification. When reviewing the boring record and the subsurface soil profile, it should be understood that soil conditions may vary between, and away from, boring location. The following is a brief description of the soils for the boring based on the proposed feature in this area:

SPT borings generally encounter very loose to medium dense fine sand to silty sand (SP, SP-SM, SM) to termination depth of 10 feet below ground surface (bgs). Note that decayed wood fragments were encountered at depth ranging from approximately 3.5 to 6 feet below existing ground surface. These materials are partially decayed small pieces of wood mixed in a sand layer. The soil layer is mostly sand or slightly silty sand containing these fragments.

Borings SPT-03 and SPT-04 also encountered a very silty (to occasionally clayey) sand layer between about 2 and 3 feet depth in SPT-03 and from about 2 to 4 feet depth in SPT-04.



3.4 GROUNDWATER CONDITIONS

Conditions revealed in the SPT boring indicate that the phreatic surface of the surficial aquifer could be inferred between 2.6 feet and 3.8 feet below the ground surface. Due to the proximity to bay the groundwater will be tidally influenced. In extreme weather events, such as tropical storms, storm surge effects may cause the water table to rise above the ground surface. Fluctuation in groundwater levels should be expected due to tidal changes, seasonal climatic changes, construction activity, rainfall variations, surface water runoff, and other site-specific factors.

3.5 ESTIMATED SEASONAL HIGH GROUNDWATER TABLE

The groundwater table at the boring locations were found to be between 2.6 feet and 3.8 feet below the existing grade. Based on the information reported by the USDA, historical indicators of a seasonal high water table noted in the soils obtained from the site, and our experience in the area, we estimate that the seasonal high water level is at an approximate depth of approximately 2.0 ± 0.5 feet below the existing ground surface at this site. It should be noted that the site may become flooded during tropical storm events due to storm surge.



4.0 GENERAL PAVEMENT RECOMMENDATIONS

4.1 PAVEMENTS

We recommend that, after grading to final grade, the exposed surface should be compacted in accordance with **Section 5.3** prior to installation of the pavers. If any areas of yielding soil during proofrolling are observed, those areas should be excavated to a depth of at least 1-foot (areas of SPT-01 and SPT-02) or to the bottom of the clayey silty sand layer (SPT-03 and SPT-04 area) and replaced with compacted fill in lifts not exceeding 12 inches each. If soil is excavated due to yielding, the base of the excavation should be compacted in accordance with **Section 5.3** prior to adding fill. If no yielding areas are observed, excavations are not required.

Structural fill soils should consist of reasonably clean fine sands (inorganic, non-plastic sands containing less than 12 percent material passing the No. 200 mesh sieve). We recommend that any fill be compacted to at least 98 percent of the Modified Proctor maximum dry density (ASTM D-1557).



5.0 GENERAL SITE PREPARATION

5.1 GENERAL

The following recommendations are based upon our understanding of the project information and the data gathered during this subsurface exploration. If revised project information is developed, we should be notified so that our recommendations can be reviewed. The stratification and consistency of the subsurface materials encountered may vary within even short lateral distances; therefore, any subsurface condition encountered during construction or any additional exploration that deviates from that documented in this exploration should be reported to us so that our recommendations can be reviewed.

5.2 ON-SITE SOIL SUITABILITY

The borings indicate that surficial sandy soils classified as SP and SP-SM are present and are suitable for use as backfill material. Soil classified as clayey to silty sand (SM, SC, SC-SM) are not suitable for reuse. Decaying wood fragments were encountered at depths ranging from 3.5 to 6 feet below existing ground surface with an organic content of approximately 3%. Based on the low organic content and depth of this material it may remain in place and does not represent a significant settlement concern.

Soil excavated from below the groundwater level will be above the optimum moisture content required for compaction and will need to be dried before placement. Suitable structural fill materials should consist of fine to medium sand with less than 12 percent passing the No. 200 sieve and be free of rubble, organics, clay, debris and other unsuitable material. Any off-site materials used as fill should be approved by AREHNA prior to acquisition.

5.3 EXCAVATION AND BACKFILL

Excavations should be constructed in accordance with the current OSHA guidelines. The contractor is solely responsible for designing and constructing stable excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's responsible person, as defined in 29 CFR, Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in all local, state, and federal safety-regulations.

The soils encountered are consistent with OSHA Class C soils and will not stand vertically in an open excavation below the groundwater level or for more than very short periods above the groundwater level. Soil should not be stockpiled adjacent to excavations unless the stockpile has been included in the analyses of the excavation stability. Excavations may require dewatering.



Any and all excavations should be backfilled with acceptable compacted fill or re-use soils. Fill or re-use soils should generally consist of dry fine sand with less than 12 percent passing the No. 200 sieve and be free of rubble, organics, clay, debris and other unsuitable material. Imported fill should be anticipated and should be tested and approved prior to acquisition. Backfill or existing exposed soils should be compacted in lifts not exceeding 12 inches in thickness and should be compacted to a minimum of 98 percent of the Modified Proctor maximum dry density (ASTM D-1557). If compaction cannot be obtained with 12-inch lifts, thinner lifts may be required. Prior to beginning compaction, soil moisture contents should be adjusted in order to facilitate proper compaction. A moisture content within 2 percentage points of the optimum indicated by the Modified Proctor Test (ASTM D-1557) is recommended prior to compaction of the fill.

5.4 DEWATERING

The groundwater was encountered at boring locations, generally between about 2.6 and 3.8 feet bgs. Dewatering will not likely be required, but surface water runoff into excavations may also require dewatering. Dewatering, if needed for any excavations, can be accomplished using a sanded wellpoint system supplemented by a gravel bottom layer and pumping from a sump. Actual dewatering means and methods should be the responsibility of the contractor.

Groundwater fluctuations will likely occur due to seasonal variations, runoff and clay/silt materials, and other factors and should be considered when planning excavation and dewatering activities. The impact of runoff from adjacent properties, nearby water bodies, and other site-specific conditions which may affect groundwater recharge are beyond the scope of this exploration and should be considered when planning and designing a dewatering system.

5.5 GENERAL CONSTRUCTION MONITORING AND TESTING GUIDELINES

Prior to initiating compaction operations, we recommend that representative samples of the structural fill material to be used and acceptable exposed in-place soils be collected and tested to determine their compaction and classification characteristics. The maximum dry density, optimum moisture content, gradation and plasticity characteristics should be determined. These tests are needed for compaction quality control of the structural fill and existing soils and to determine if the fill material is acceptable.

A representative number of in-place field density tests should be performed in the compacted existing soils and in each lift of structural fill or backfill to confirm that the required degree of compaction has been obtained. We recommend that at least one density test be performed for every lift of backfill and similar testing for exposed soil surfaces that are compacted. There are no compaction requirements for No. 57 stone, if used. Testing should be consistent with Pinellas County requirements.



6.0 BASIS FOR RECOMMENDATIONS

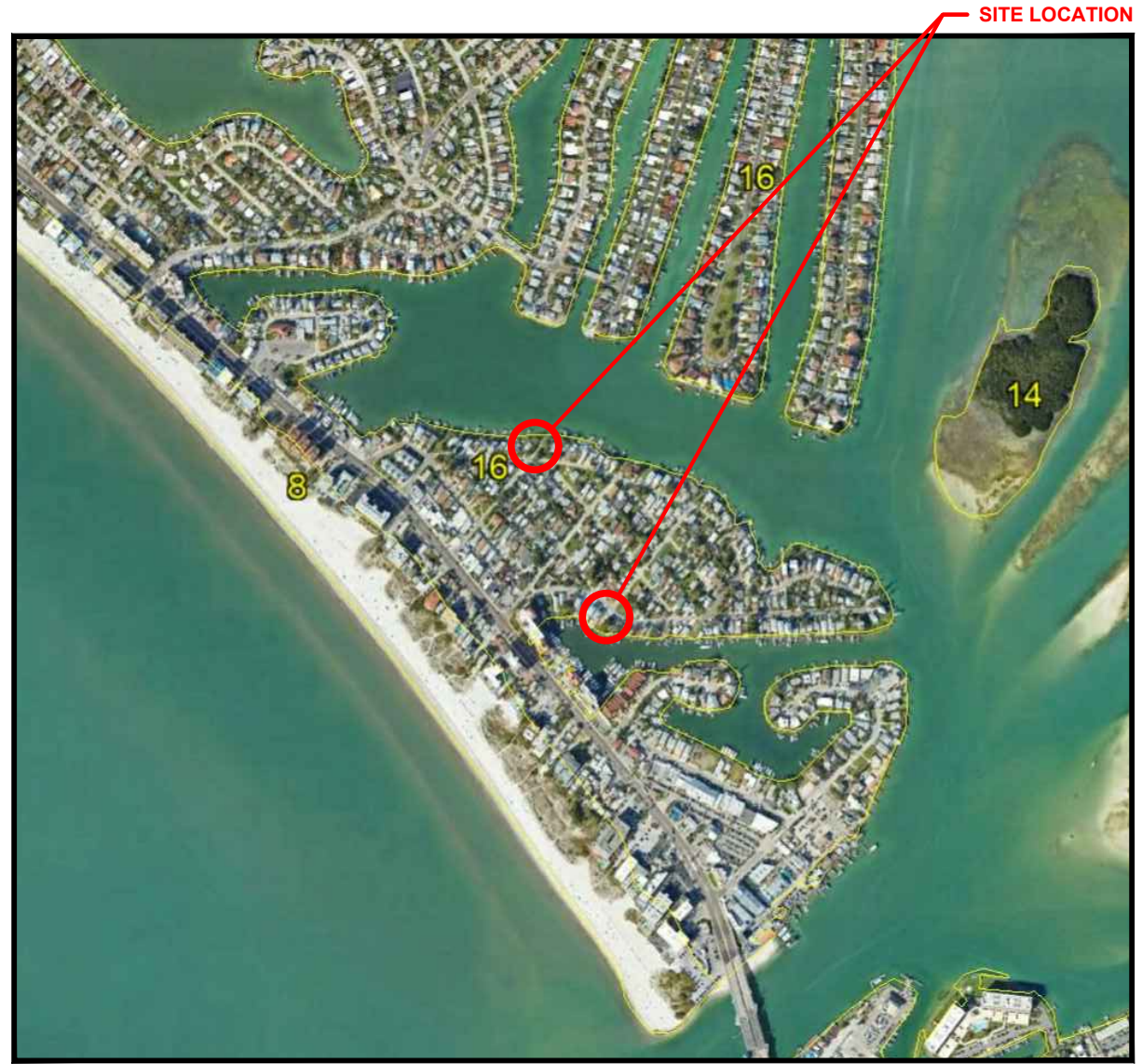
The analysis and recommendations submitted in this report are based upon the data obtained from the soil boring performed at the location indicated. Regardless of the thoroughness of a geotechnical exploration, there is always a possibility that conditions at other locations will be different from those at the specific boring locations and that conditions will not be as anticipated by the designers or contractors. In addition, the construction process itself may alter soil conditions. AREHNA is not responsible for the conclusions, opinions or recommendations made by others based on the data presented in this report.



APPENDIX A

USDA & USGS Vicinity Maps – Sheet 1
Boring Location Plan – Sheet 2A and 2B
Soil Boring Profiles – Sheet 3

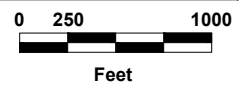
USDA SOIL SURVEY MAP



SITE LOCATION

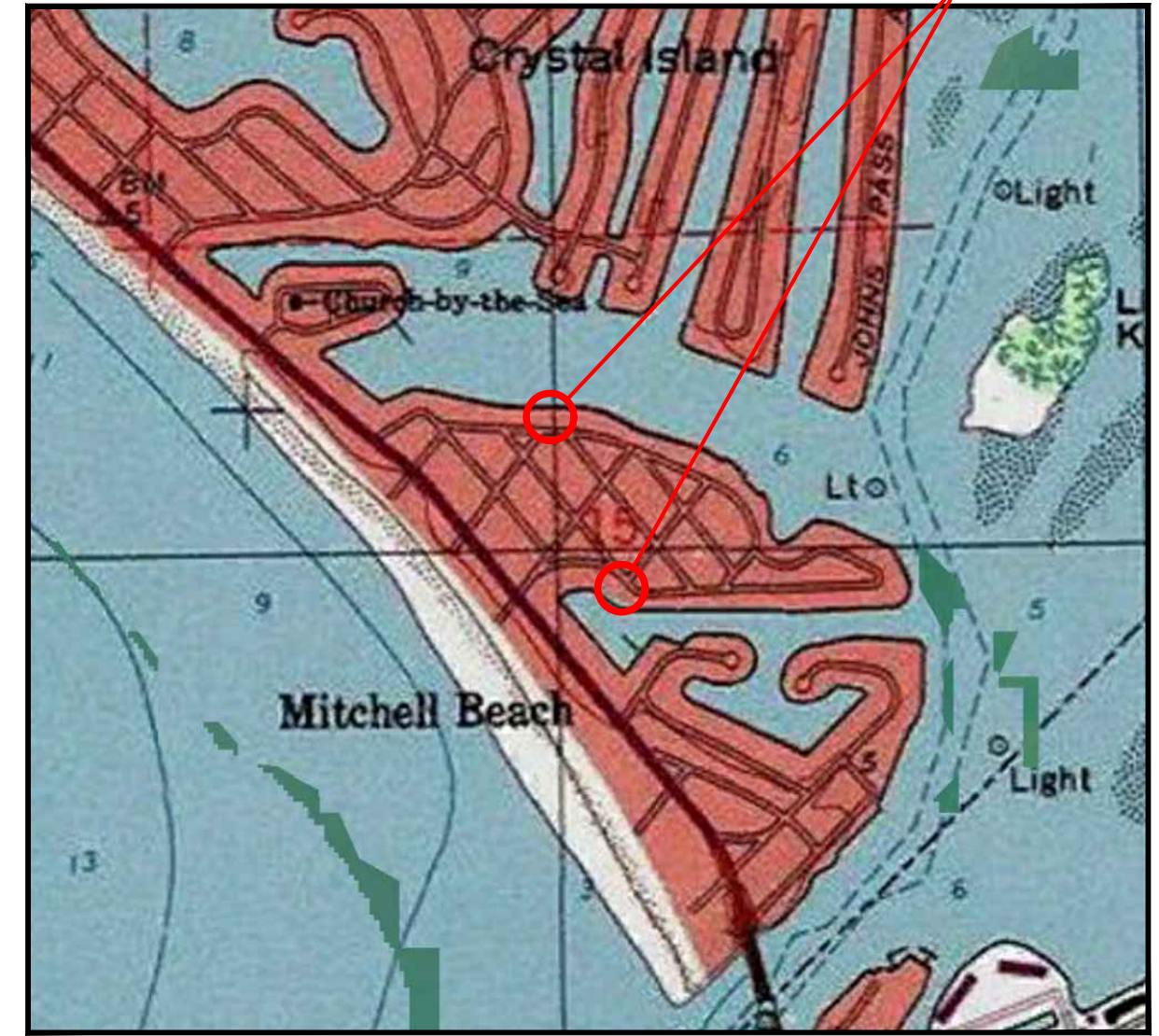


REFERENCE: USDA SOIL SURVEY OF PINELLAS COUNTY, FLORIDA



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 RANGE: 15 E
 SECTION: 15

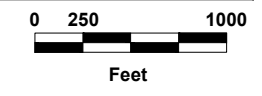
USGS TOPOGRAPHIC MAP



SITE LOCATION



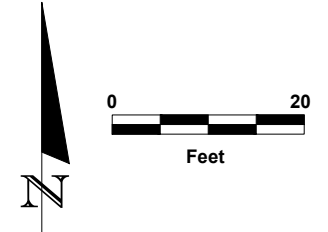
REFERENCE: "SEMINOLE, FLORIDA" USGS QUADRANGLE MAP



TOWNSHIP: 31 S
 RANGE: 15 E
 SECTION: 15

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REVISIONS			PREPARED BY:	NAME	DATE	PROJECT NAME	PROJECT NO.	SHEET NO.
NO.	DATE	DESCRIPTIONS						
				DESIGNED BY:	AS	8/2023	MADEIRA BEACH PARKING MADEIRA BEACH, FLORIDA	B-23-071
				DRAWN BY:	DG	8/2023		
				CHECKED BY:	AT	8/2023		
				SUPERVISED BY:	Andy Tao, P.E.			
				USDA & USGS VICINITY MAPS				1

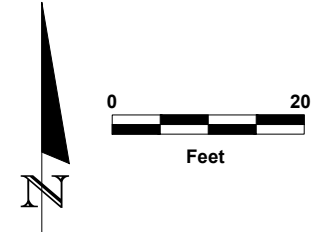


LEGEND

 APPROXIMATE LOCATION OF SPT BORING

D:\1-Arhna\Projects\2023\B-23-071 - Madeira Beach Parking\B23-071.dwg (2A-BLP) 6/13/23 5:52pm

REVISIONS			PREPARED BY:	BORING LOCATION PLAN	NAME		PROJECT NAME	PROJECT NO.	SHEET NO.
NO.	DATE	DESCRIPTIONS			APPROVED	DESIGNED BY:			
							MADEIRA BEACH PARKING MADEIRA BEACH, FLORIDA	B-23-071	2A
 AREHNA Engineering, Inc. 5012 West Lemon Street, Tampa, FL 33609 Phone 813.944.3464 Fax 813.944.4959 Certificate of Authorization No. 28410				SUPERVISED BY: Andy Tao, P.E.		PROJECT NO. B-23-071 SHEET NO. 2A			

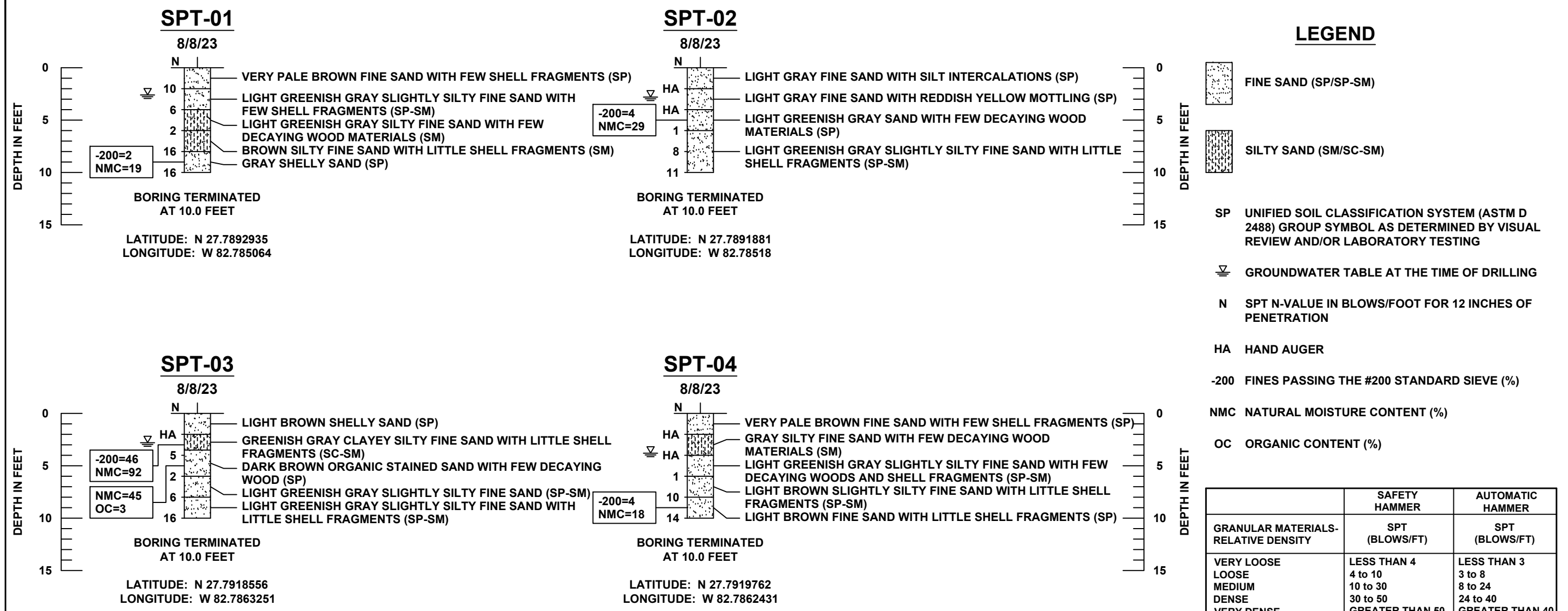


LEGEND

 APPROXIMATE LOCATION OF SPT BORING

D:\1-Arhna\Project\020308-23-071 - Madeira Beach Parking\B3-071.dwg (2B-BLP) 6/17/27 Aug 14, 2023 - 5:52pm

REVISIONS			PREPARED BY:	BORING LOCATION PLAN	NAME		PROJECT NAME	PROJECT NO.	SHEET NO.
NO.	DATE	DESCRIPTIONS			APPROVED	DESIGNED BY:			
							MADEIRA BEACH PARKING MADEIRA BEACH, FLORIDA	B-23-071	2B
 <p>AREHNA Engineering, Inc. 5012 West Lemon Street, Tampa, FL 33609 Phone 813.944.3464 Fax 813.944.4959 Certificate of Authorization No. 28410</p>				SUPERVISED BY: Andy Tao, P.E.		PROJECT NO. B-23-071 SHEET NO. 2B			



D:\1-Arhna\Project\2023\B-23-071 - Madeira Beach Parking\B3-071.dwg (3-PPF) 8/31/23 3:12pm

Soil Profile Notes:

- The profiles depicted are of a generalized nature to highlight the major subsurface stratification features and material characteristics. The soil profiles include soil description, stratifications and penetration resistances. The stratifications shown on the boring profiles represent the conditions only at the actual boring location. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual.
- Groundwater levels generally fluctuate during periods of prolonged drought and extended rainfall and may be affected by man-made influences. In addition, a seasonal effect will also occur in which higher groundwater levels or temporary perched conditions are normally recorded in rainy seasons.
- The boring locations presented are approximate and based on hand held GPS with an accuracy of +/- 10 feet.
- SPT borings were performed using an automatic hammer.

REVISIONS			PREPARED BY:	NAME DATE			PROJECT NAME	PROJECT NO.	SHEET NO.
NO.	DATE	DESCRIPTIONS	APPROVED	DESIGNED BY:	AS	8/2023	MADEIRA BEACH PARKING MADEIRA BEACH, FLORIDA	B-23-071	3
				DRAWN BY:	DG	8/2023			
				CHECKED BY:	AT	8/2023			
				SUPERVISED BY:	Andy Tao, P.E.				

AREHNA Engineering, Inc.
5012 West Lemon Street, Tampa, FL 33609
Phone 813.944.3464 | Fax 813.944.4959
Certificate of Authorization No. 28410

SOIL BORING PROFILES

APPENDIX B

Summary of USDA Soil Survey – Table 1
Summary of Laboratory Test Results – Table 2
Summary of Seasonal High Groundwater Table Estimate – Table 3
Field and Laboratory Procedures

**TABLE 1
SUMMARY OF USDA SOIL SURVEY
MADEIRA BEACH PARKING IMPROVEMENTS
MADEIRA BEACH, FLORIDA
AREHNA Project No. B-23-071**

USDA Soil Type	Depth (inches)	USDA Soil Description	AASHTO	USCS	Permeability (ft/day)	Seasonal High Groundwater			Risk of Corrosion	
						Depth (feet)	Duration (months)	Kind	Steel	Concrete
Matlacha and St. Augustine soils and Urban Land*						(16)				
Matlacha	0 - 42	Sand	A-3	SP-SM, SP	4 - 12	2.0	Jun - Oct	Apparent	High	Low
	42 - 80	Sand, fine sand	A-3	SP-SM, SP	12 - 40					
St. augustine	0 - 8	Sand	A-3	SP-SM, SP	12 - 40	1.5	Jun -Oct	Apparent	High	Low
	8 - 33	Loamy fine sand	A-2-4	SP-SM	4 - 12					
	33 - 48	Fine sand, sand	A-3	'SP-SM, SP	12 - 40					
	48 - 63	Sand, fine sand, loamy fine sand, sandy loam	A-2-4	SP-SM, SM	4 - 12					
	63 - 80	Sand	A-3	SP-SM, SP	12 - 40					

* Urban Land consists of areas where most of the soil surface is covered with impervious materials such as highways, parking lots and industrial areas.

TABLE 2 SUMMARY OF LABORATORY TEST RESULTS MADEIRA BEACH PARKING IMPROVEMENTS MADEIRA BEACH, FLORIDA AREHNA Project No. B-23-071					
Boring No.	Sample Depth (feet)	Sieve Analysis (% Passing)	Natural Moisture Content (%)	Organic Content (%)	USCS Group
		#200			
SPT - 01	8.0 - 10.0	2	19	-	SP
SPT - 02	4.0 - 6.0	4	29	-	SP
SPT - 03	2.0 - 4.0	46	92	-	SC-SM
SPT - 03	4.0 - 6.0	-	45	3	SP
SPT - 04	8.0 - 10.0	4	18	-	SP

**TABLE 3
SUMMARY OF SEASONAL HIGH GROUNDWATER TABLE ESTIMATE
MADEIRA BEACH PARKING IMPROVEMENTS
MADEIRA BEACH, FLORIDA
AREHNA Project No. B-23-071**

Boring No.	Boring Location		Boring Depth (feet)	Measured Groundwater Table		USDA Soil Survey		Estimated Seasonal High Water Depth (Feet)
	Latitude	Longitude		Date Recorded	Depth ⁽¹⁾ (feet)	Map Symbol	Estimated SHGWT Depth ⁽²⁾ (feet)	
SPT-01	27.7893	-82.7851	10	8/8/2023	2.6	16	1.5	2 ±0.5
SPT-02	27.7892	-82.7852	10	8/8/2023	2.8	16	1.5	2 ±0.5
SPT-03	27.7919	-82.7863	10	8/8/2023	2.8	16	1.5	2 ±0.5
SPT-04	27.7920	-82.7862	10	8/8/2023	3.8	16	1.5	2 ±0.5

(1) Depth below existing grade at time of field work.

(2) Seasonal high water table depth per Pinellas County, Florida USDA Soil Survey information.

FIELD PROCEDURES

Standard Penetration Test (SPT) Borings

The SPT borings are performed in general accordance with ASTM D-1586, "Penetration Test and Split-Barrel Sampling of Soils." A rotary drilling process is used and bentonite drilling fluid is circulated in the boreholes to stabilize the sides and flush the cuttings. At regular intervals, the drilling tools are removed and soil samples are obtained with a standard 2-foot long, 2-inch diameter split-tube sampler. The sampler is first seated 6 inches and then driven an additional foot with blows of a 140-pound hammer falling under its own weight a distance of 30 inches. The number of hammer blows required to drive the sampler the final foot is designated the "Penetration Resistance." The penetration resistance, when properly interpreted, is an index to the soil strength and density.

LABORATORY PROCEDURES

Water Content

The water content is the ratio, expressed as a percentage, of the weight of water in a given mass of soil to the weight of the solid particles. This test is conducted in general accordance with ASTM D-2974.

Percent Organics (Organic Loss on Ignition)

The amount of organic material in a sample is determined in this test. The sample is first dried and weighed, then ignited and reweighed. The amount of organic material is expressed as a percentage of the total dry weight of the sample prior to ignition. This test is conducted in general accordance with FM 1-T267.

Fines Content

In this test, the sample is dried and then washed over a No. 200 mesh sieve. The percentage of soil by weight passing the sieve is the percentage of fines or portion of the sample in the silt and clay size range. This test is conducted in general accordance with ASTM D-1140.





MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
VIA: Robin Gomez, City Manager
FROM: Jay Hatch, Recreation Director
DATE: 09/17/2024
RE: Ford F-250 Crew Cab XL Purchase

Background

The Recreation Department is requesting approval to purchase a 2024 Ford F-250 Crew Cab XL, 4x4. The purchase is budgeted at \$65,000 for FY25. Duval Ford has provided a vehicle purchase quote consistent with the Bradford County Sheriff's Office Contract BCSO 22-27-1.00. This purchase will be a new addition to the Recreation Department and outfitted specifically for special events and road closure purposes. The truck will be outfitted with a topper and rear slide out storage to ensure city cones and equipment is protected from the elements yet still accessible for use as needed. The unit price of the 2024 Ford F-250 is \$55,411.40. Due to the nature of the automobile market at the current time, this vehicle will be built upon the approval and execution of this contract.

Fiscal Impact

\$65,000 is currently budgeted in FY25. The cost to purchase the vehicle will be \$55,411.10.

Recommendation

Staff recommend approval of purchase contract with Duval Ford for the purchase of 2024 Ford F250 Crew Cab XL, 4x4.

Attachments

- Duval Ford Vehicle Purchase Quote
- BCSO Vehicle Contract 22-27-1.0 Duval Ford



09/12/2022

To whom it may concern,

The Bradford County Sheriff's Office received sealed bids after posting the Request for Proposal in the Bradford County Telegraph and on our website. On 09/06/22, in the lobby of the Sheriff's Office @ 10:00 am the following bids were received.

- 1) Bozard Ford
- 2) Duval Ford
- 3) Duval Chevrolet

Following a Command Staff review of the proposals, the following contracts were awarded based on the evaluation table described in the Request for Proposal.

Ford vehicles:

Primary Contract Awarded to Duval Ford
Alternate Awarded to Bozard Ford

Chevrolet vehicles:

Primary Contract Awarded to Duval Chevrolet
Alternate- No Bid

Other manufacturers:

No Bid

Information regarding the Contract (BCSO 22-27-1.0) and the Proposals will be listed on our website (bradfordsheriff.org) under the Finance section. For any questions or concerns please contact me during regular business hours.

Thanks,


Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306



**BRADFORD COUNTY
 SHERIFF'S OFFICE**
Gordon Smith
 Sheriff

TITLE:	BRADFORD COUNTY SHERIFF'S OFFICE VEHICLE PURCHASING CONTRACT BCSO (22-27-1.0)
EXECUTED:	09/13/22 <i>ASL</i>
EFFECTIVE:	September 12, 2022
TERM:	FIVE (5) Years with Option to Extend/Renew
ATTACHMENTS:	A. SPECIFICATIONS B. PRICING AND DISCOUNTS

TERMS AND CONDITIONS

This AGREEMENT is established by and between **Duval Ford**, (hereinafter referred to as "VENDOR") whose address is **1616 Cassat Avenue (Jacksonville, Fl.)** and any duly authorized appointee of the Bradford County Sheriff's Office, an independent constitutional officer with administrative offices at 945B N TEMPLE AVE; STARKE, Florida (hereinafter referred to as "SHERIFF") (collectively hereinafter referred to as "PARTIES").

WHEREAS; VENDOR wishes to enter into a contractual relationship with SHERIFF for the provision of goods or services;

WHEREAS; VENDOR agrees to provide goods and services to SHERIFF, as he may request from time to time, based upon all terms and conditions contained in official Purchase Orders referencing this AGREEMENT which are incorporated herein; and

WHEREAS; SHERIFF requires all VENDORS to agree with and comply with, the terms and conditions of this AGREEMENT as detailed herein.

NOW THEREFORE, as a condition precedent to entering into a contractual relationship with the SHERIFF, the VENDOR agrees as follows:

A. GENERAL

VENDOR understands that this is not an exclusive contract with SHERIFF for the provision of goods and services. SHERIFF may utilize other vendors without penalty or cost to SHERIFF.

The PARTIES agree that to the extent VENDOR's Contract/Invoice, or any subsequent contract,



invoice, or addendum, contains any terms or conditions which are in conflict with or require any action that conflicts with the terms contained in this AGREEMENT, the terms of this AGREEMENT shall control - regardless of the order of execution of these documents.

The VENDOR shall not change the terms and conditions contained herein unless such change is in writing and executed by the PARTIES. Failure to deliver or to comply with any of the terms and conditions of this AGREEMENT may disqualify VENDOR from receiving future orders.

B. QUALITY

All materials or services furnished by VENDOR must be as specified, and subject to inspection and approval by SHERIFF within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authorization from SHERIFF. Materials rejected will be returned at the VENDOR's risk and expense.

C. QUANTITY/PRICE

The quantity of materials ordered, or the prices specified, must not be exceeded without written authorization being first obtained from SHERIFF. Prices quoted will include a discount off MSRP and/ or the percentage markup over vendor cost as contained in the vendor bid document. Discounts off manufacturer's price lists will be reflected on quotes per vendor's bid submission and will be extended to manufacturer and dealer installed options. Quotes must follow the outline set forth in the quote template section "m" contained in the bid announcement, terms and conditions. [see attachments]

D. INDEMNITY AND INSURANCE

SHERIFF agrees to be responsible for the acts or omissions of his employees to the extent permitted under Florida law. Nothing herein shall operate as a waiver of SHERIFF'S sovereign immunity. SHERIFF does not agree to indemnify or hold harmless VENDOR. There are no intended third-party beneficiaries arising out of or in any way connected to this AGREEMENT, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this AGREEMENT any rights, benefits, or privileges to rely on or demand performance of any provision of this AGREEMENT. VENDOR further agrees to provide workers' compensation coverage for all of VENDOR'S employees, and to maintain such general and auto liability insurance as is deemed necessary by SHERIFF for the circumstances and operations of VENDOR. VENDOR further agrees to provide SHERIFF with Certificates of Insurance, indicating the amount of coverage in force, upon request.

E. PACKING

Packages must be plainly marked with shipper's name and Purchase Order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing.

F. DELIVERY

All materials must be shipped F.O.B. Destination. SHERIFF will not pay freight or express charges. If a specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE.



Upon receipt of a Purchase Order under this AGREEMENT, the VENDOR shall contact the SHERIFF to confirm the order and a mutually agreeable delivery date. Deliveries shall be made between 8:30 A.M. and 4:30 P.M. Monday through Friday, except for holidays, unless otherwise stated.

G. MATERIAL SAFETY DATA SHEET VENDOR agrees to furnish SHERIFF with a current Material Safety Data Sheet (MSDS) on or before delivery as required by Florida Statute.

H. OSHA REQUIREMENT

VENDOR hereby guarantees SHERIFF that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force at the date hereof.

I. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133 (2) Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$25,000) for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR hereby swears or affirms that it isn't currently on any such list or otherwise been suspended or barred from providing services or products by any local, state or federal regulatory or governmental entity.

J. PROMPT PAYMENT ACT

Contained below are provisions of Chapter 218, Florida Statutes, which regulates payments made by local governmental entities for non-construction services or goods. As an Independent Elected Constitutional Office, SHERIFF is bound by the provisions of this Chapter and all contracts entered into between SHERIFF and private vendors are governed by its terms. This section shall extend to the eligible governmental agencies as qualified users of this agreement which are statutorily referred to as: "Governmental agency" means a county, a municipality, a district school board, or any other unit of local government or political subdivision in this state.

Attached below are the pertinent parts of Chapter 218, Florida Statutes, relating to payments made by SHERIFF. These requirements supersede any terms in agreements entered into between the SHERIFF and any vendor or contractor doing business with SHERIFF.

The time at which payment is due for purchases made by SHERIFF shall be calculated from:

1. The date on which a proper invoice is received by the chief disbursement officer of the



- local governmental entity after approval by the governing body, if required; or
2. If a proper invoice is not received by the local governmental entity, the date:
 - a. On which delivery of personal property is accepted by the local governmental entity;
 - b. On which services are completed;
 - c. On which the rental period begins; or
 - d. On which SHERIFF and VENDOR agree in a contract that provides dates relative to payment periods; whichever date is latest.
 3. SHERIFF shall establish procedures whereby each payment request or invoice received by it is marked as received on the date on which it is delivered to an agent or employee of SHERIFF or of a facility or office of the SHERIFF.
 4. The payment due date for contracts for the purchase of goods or services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.
 5. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.
 6. All payments, due from SHERIFF and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. VENDOR must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

K. SCRUTINIZED VENDOR LIST

By executing this Agreement, VENDOR certifies that: it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If SHERIFF determines, using credible information available to the public, that VENDOR has submitted a false certification, SHERIFF shall provide VENDOR with written notice of its determination. VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If VENDOR does not make such demonstration within ninety (90) days after receipt of the notice, SHERIFF shall bring a civil action against VENDOR. If a civil action is brought and the court determines that VENDOR has submitted a false certification, VENDOR shall pay a civil penalty equal to the greater of two million (\$2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, VENDOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date SHERIFF determined that VENDOR submitted a false certification, pursuant Section 287.135(5)(a), Florida Statutes



L. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this agreement shall be construed in accordance with and governed by the laws of the State of Florida. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this AGREEMENT shall be instituted and litigated in the courts of the State of Florida, located in Bradford County, Florida, without regard to conflicts of laws principles. In accordance herewith, the parties to this AGREEMENT submit to the jurisdiction of the courts of the State of Florida located in Bradford County, Florida.

M. ARBITRATION/MEDIATION

SHERIFF does not agree to binding arbitration or mediation nor waive SHERIFF'S right to use the courts in the event that a breach or other circumstance necessitates litigation as a tool to ensure that the rights of the agency and the citizenry are protected.

N. WARRANTY

SHERIFF does not agree to waive direct, special or exemplary damages.

O. SECURITY

Due to the confidential and sensitive nature of the work performed by SHERIFF, VENDOR and contractors may be subjected to background checks upon SHERIFF'S request. VENDOR and contractors may be required to provide information about themselves, their employees, and subcontractors, in order to permit SHERIFF to conduct background checks on persons entering secure areas, accessing secure information or otherwise providing supplies or services to SHERIFF. SHERIFF retains the right to limit or refuse access to any person at his sole discretion and vendors and contractors agree to abide that decision without cost or penalty to SHERIFF.

P. TERMINATION

This AGREEMENT may be terminated at any time by SHERIFF, for any reason or no reason at all, upon providing thirty (30) days advance written notice to the VENDOR. SHERIFF shall pay for all supplies and services provided by VENDOR as of the date of termination.

Q. APPROPRIATION

This AGREEMENT is subject to availability and annual appropriation of funds by the County, County Council, (Council). If funding for vehicle purchasing is not appropriated by the Council for any fiscal period during the term hereof, then SHERIFF shall immediately terminate this AGREEMENT upon written notice to VENDOR. In the event of such termination, VENDOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Such termination by SHERIFF shall not be deemed a Breach of Contract by SHERIFF, and VENDOR shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

R. MISCELLANEOUS



None of the following terms shall have any effect or be enforceable against SHERIFF or any of his employees or agents:

1. Any term requiring SHERIFF to maintain any type of insurance for the benefit of either SHERIFF or VENDOR.
2. Any term granting VENDOR any security interest in property owned or controlled by SHERIFF, including facilities provided by the County Board of County Commissioners for use by SHERIFF.
3. Any term obligating SHERIFF to pay the costs of collection or attorney's fees.
4. Any term allowing VENDOR to make unilateral modification to any contract entered into or relied upon by the Parties.
5. Any term requiring or stating that the terms of VENDOR'S standard form contract shall prevail over the terms of this Agreement in the event of a conflict.
6. Any term granting VENDOR the right to audit or examine the books, records or accounts of SHERIFF other than as required by law.

S. PUBLIC RECORDS LAW

Chapter 119, FS, is Florida's Public Records Act. Under this law, all records, including contracts are subject to disclosure to the public on demand. There are certain exemptions that can be claimed by SHERIFF to shield certain protected information, but VENDOR is hereby put on notice that the terms and conditions of any agreement entered into between VENDOR and SHERIFF are likely be disclosed if a public demand is made. SHERIFF does not agree to the confidentiality of any information contained within any documents created or developed as part of any agreement. The Public Records law will always supersede any agreements to the contrary.

The NOTICE provided below is required to be part of any agreement entered into by SHERIFF.

NOTICE

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE COUNTY.

In compliance with 119.0701, Florida Statutes, and 119.011(2), Florida Statutes, the following definitions shall apply to this agreement:

"Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

"Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

Note that in accordance with Florida law the contractor shall:



1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service.
5. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall upon termination of the contract destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
8. The Contractor understands that a request made to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency; however if the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
9. If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s.119.10, which include the filing of a civil action against a contractor to compel production of public records relating to a public agency's contract for services. The court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
 - a. A notice complies with the requirements of this chapter if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent.
 - b. Such notices must be sent by common carrier delivery service or by registered,



Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

T. E-VERIFY

1. The terms contained in this paragraph shall be defined in accordance with Florida Statute Section 448.095 "Employment Eligibility."
2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
3. As of January 1, 2021, a public employer (e.g., Sheriff's Office) may not enter into a contract with a contractor, or subcontractor unless each party to the contract registers with and uses the E-Verify system. Every contractor who has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; or subcontractor who is a person or entity that provides labor, supplies, or services to or for a contractor or other subcontractor in exchange for salary, wages, or other remuneration, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.
4. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
5. A contract terminated for violating paragraph 3 above or sections 448.095 subsections (2)(c) 1 or 2, FS, is not a breach of contract and may not be considered as such. Additionally, a contractor whose contract that is terminated as provided for in this paragraph may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
6. **VENDOR** shall, upon request, provide evidence of compliance with this provision to **SHERIFF**. Failure to comply with this provision is a material breach of the Agreement, and the **SHERIFF** may choose to terminate the Agreement at any time at its sole discretion. **VENDOR** may be liable for all costs associated with **SHERIFF** securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). **VENDOR**, by virtue of acceptance of the Purchase Order certifies that:
 1. **VENDOR** and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Sheriff's Office, provide evidence of such compliance.
 2. **VENDOR** and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
 3. **VENDOR** will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
 4. The Subcontractor will provide **VENDOR** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
 5. **VENDOR** must maintain a copy of such affidavit.



- 6. SHERIFF may terminate this Contract on the good faith belief that the VENDOR or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
- 7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), VENDOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
- 8. VENDOR is liable for any additional cost incurred by SHERIFF as a result of the termination of this Contract.

U. FOREIGN INFLUENCE

VENDOR represents and warrants that it has made any applicable disclosures to SHERIFF which are required under Section 286.101(3)(a), Florida Statutes, pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

V. GRANTS

Any purchases funded through Federal Grants, including but not limited to UASI, SCHGP, and any other federal grants shall require the VENDOR to comply with the provisions listed in 2 C.F.R. Part 200.

W. SUBCONTRACTORS

VENDOR agrees that as the signatory to this agreement, it is solely responsible for the satisfactory provision of goods and services hereunder. SHERIFF does not authorize subcontractors, joint ventures or third parties to provide goods or services in the performance of this agreement except as identified by VENDOR in its proposal to SHERIFF. All subcontractors, joint ventures or third parties providing goods or services in furtherance of this agreement shall be specifically identified by VENDOR and the Scope of Work will clearly identify the specific goods and or services to be provided by said subcontractors, joint ventures or third parties.

If the services provided by any subcontractor, joint venture or third party requires a specific licensure, certificate, degree or other governmental authorization to provide the services, proof of such licensure, certificate, degree or authorization will be provided by VENDOR to SHERIFF prior to the commencement of work or the payment of any sums due to VENDOR.

X. PROMPT PAYMENT DISCOUNT and FEE CALCULATION

Where SHERIFF and/ or eligible users of this contract pays the VENDOR within 30 days of delivery of a vehicle, the VENDOR shall remit a fee to the Bradford County Sheriff's Office at one half of one percent of the total purchase amount excluding tag fees, extended warranty purchases, and trade in allowances; per unit, that is promptly paid for. Vendor fee reporting to be submitted **monthly** with payment due the 20th of the month following the reporting cycle for all deliveries made within month reporting.

Y. OUT-OF-SERVICE VEHICLES



The SHERIFF has the option to dispose of out-of-service vehicles through the VENDOR. Should the SHERIFF decide to do so, the VENDOR agrees to auction off those vehicles and pay to the SHERIFF the net auction proceeds minus transport costs and \$400 vendor fee per unit.

Z. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties regarding this Agreement and supersedes all prior communications. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations except such representations as are specifically set forth herein, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other. No alteration of these terms and conditions is binding on SHERIFF unless signed by SHERIFF.

Z. TERM AND EXTENSION

The term for this AGREEMENT ("BCSO 22-27-1.0") shall remain in effect for five (5) years from the date of contract execution by the SHERIFF and may be renewed for five (5) years or extended by the PARTIES upon mutual agreement, in writing and executed by the PARTIES, before the expiration of the original term or any extension thereof. SHERIFF does not agree to automatic renewals or extensions. AGREEMENT may be extended to other governmental agencies located in the State of Florida with vendor approval.

IN WITNESS THEREOF, the PARTIES have caused this AGREEMENT to be duly executed as of the last day set forth below by the undersigned authorized representatives of the PARTIES.

Bradford County Sheriff's Office

VENDOR (Duval Ford)

Joe Guill
Name

Richard Tackett

Name **Richard Tackett: GM**

9/13/22
Date

9/13/2022
Date

Approved as to Form and Legality,
for the Reliance of the Bradford County
Sheriff, Florida

[Tab 4] Price Proposal

Attachment 1: FORD OEM PRODUCTS: ALL MODELS AND PACKAGES: 1.65%

Attachment 2: Duval Ford AMO percent markup table

Attachment (2a): Exclusions: Ford SVT, ST

Attachment 3: Mileage Statement

Tab 4: Part 1, OEM percent Markup

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
>2022 Medium Truck Chassis					
2	>2022	F650	F6A-F650 REG CAB	All Oem Pkg's Packages	1.65%
3	>2022	F650	F6B-F650 REG CAB LO	All Oem Pkg's	1.65%
4	>2022	F650	F6C-F650 REG CAB	All Oem Pkg's	1.65%
5	>2022	F650	F6D-F650 REG CAB	All Oem Pkg's	1.65%
6	>2022	F650	F6E-F650 REG CAB LO	All Oem Pkg's	1.65%
7	>2022	F650	F6T-F650 REG CAB TR	All Oem Pkg's	1.65%
8	>2022	F750	F7A-F750 REG CAB	All Oem Pkg's	1.65%
9	>2022	F750	F7D-F750 REG CAB	All Oem Pkg's	1.65%
10	>2022	F750	F7T-F750 REG CAB TR	All Oem Pkg's	1.65%
11	>2022	F650	W6A-F650 CREW CAB	All Oem Pkg's	1.65%
12	>2022	F650	W6B-F650 CRW CAB LO	All Oem Pkg's	1.65%
13	>2022	F650	W6D-F650 CREW CAB	All Oem Pkg's	1.65%
14	>2022	F650	W6E-F650 CRW CAB LO	All Oem Pkg's	1.65%
15	>2022	F650	W6T-F650 CRW CAB TR	All Oem Pkg's	1.65%
16	>2022	F750	W7A-F750 CREW CAB	All Oem Pkg's	1.65%
17	>2022	F750	W7D-F750 CREW CAB	All Oem Pkg's	1.65%
18	>2022	F750	W7T-F750 CRW CAB TR	All Oem Pkg's	1.65%
19	>2022	F650	X6A-F650 SUPER CAB	All Oem Pkg's	1.65%
20	>2022	F650	X6B-F650 SPR CAB LO	All Oem Pkg's	1.65%
21	>2022	F650	X6D-F650 SUPER CAB	All Oem Pkg's	1.65%
22	>2022	F650	X6E-F650 SPR CAB LO	All Oem Pkg's	1.65%
23	>2022	F650	X6T-F650 SPR CAB TR	All Oem Pkg's	1.65%
24	>2022	F750	X7A-F750 SUPER CAB	All Oem Pkg's	1.65%
25	>2022	F750	X7D-F750 SUPER CAB	All Oem Pkg's	1.65%
26	>2022	F750	X7T-F750 SPR CAB TR	All Oem Pkg's	1.65%
>2022 E-Series Chassis and Cutaway					
28	>2022	ECONOLINE	E3F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
29	>2022	ECONOLINE	E3K-COMM STRIP CHAS	All Oem Pkg's	1.65%
30	>2022	ECONOLINE	E4F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
31	>2022	ECONOLINE	E4K-COMM STRIP CHAS	All Oem Pkg's	1.65%
>2022 Mustang					
33	>2022	Mustang	P8C-GT COUPE	All Oem Pkg's Excluding SVT	1.65%
34	>2022	Mustang	P8F-GT CONV PREM	All Oem Pkg's Excluding SVT	1.65%
35	>2022	Mustang	P8J-HB COUPE	All Oem Pkg's Excluding SVT	1.65%
36	>2022	Mustang	P8K-BULLITT COUPE	All Oem Pkg's Excluding SVT	1.65%
37	>2022	Mustang	P8R-MACH 1 COUPE	All Oem Pkg's Excluding SVT	1.65%
38	>2022	Mustang	P8S-SHELBY GT500	All Oem Pkg's Excluding SVT	1.65%
39	>2022	Mustang	P8T-MUST ECO COUPE	All Oem Pkg's Excluding SVT	1.65%
40	>2022	Mustang	P8U-ECO CONVERTIBLE	All Oem Pkg's Excluding SVT	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
>2022 Expedition					
42	>2022	Expedition	K1F-4X2 XL MAX	All Oem Pkg's	1.65%
43	>2022	Expedition	K1G-4X4 XL MAX	All Oem Pkg's	1.65%
44	>2022	Expedition	K1H-4X2 XLT MAX	All Oem Pkg's	1.65%
45	>2022	Expedition	K1J-4X4 XLT MAX	All Oem Pkg's	1.65%
46	>2022	Expedition	K1K-4X2 LIMITED MAX	All Oem Pkg's	1.65%
47	>2022	Expedition	K1L-4X2 PLATINUM MX	All Oem Pkg's	1.65%
48	>2022	Expedition	K1M-4X4 PLATINUM MX	All Oem Pkg's	1.65%
49	>2022	Expedition	K1N-4X2 K. RANCH MAX	All Oem Pkg's	1.65%
50	>2022	Expedition	K1P-4X4 K. RANCH MAX	All Oem Pkg's	1.65%
51	>2022	Expedition	K2A-4X4 LIMITED MAX	All Oem Pkg's	1.65%
52	>2022	Expedition	U1F-4X2 XL	All Oem Pkg's	1.65%
53	>2022	Expedition	U1G-4X4 XL	All Oem Pkg's	1.65%
54	>2022	Expedition	U1H-4X2 XLT	All Oem Pkg's	1.65%
55	>2022	Expedition	U1J-4X4 XLT	All Oem Pkg's	1.65%
56	>2022	Expedition	U1K-4X2 LIMITED	All Oem Pkg's	1.65%
57	>2022	Expedition	U1L-4X2 PLATINUM	All Oem Pkg's	1.65%
58	>2022	Expedition	U1M-4X4 PLATINUM	All Oem Pkg's	1.65%
59	>2022	Expedition	U1N-4X2 KING RANCH	All Oem Pkg's	1.65%
60	>2022	Expedition	U1P-4X4 KING RANCH	All Oem Pkg's	1.65%
61	>2022	Expedition	U1R-4X4 TIMBERLINE	All Oem Pkg's	1.65%
62	>2022	Expedition	U2A-4X4 LIMITED	All Oem Pkg's	1.65%
>2022 Bronco Sport SUV					
64	>2022	Bronco Sport SUV	R9A-BRONCO SPT BASE	All Oem Pkg's	1.65%
65	>2022	Bronco Sport SUV	R9B-BRONCO SPT BIG	All Oem Pkg's	1.65%
66	>2022	Bronco Sport SUV	R9C-BRONCO SPT OB	All Oem Pkg's	1.65%
67	>2022	Bronco Sport SUV	R9D-BRONCO SPT BD	All Oem Pkg's	1.65%
>2022 Transit Connect Van					
69	>2022	Transit Connect Van	E6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
70	>2022	Transit Connect Van	E6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
71	>2022	Transit Connect Van	E7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
72	>2022	Transit Connect Van	E7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
73	>2022	Transit Connect Van	S6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
74	>2022	Transit Connect Van	S6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
75	>2022	Transit Connect Van	S7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
76	>2022	Transit Connect Van	S7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
>2022 Superduty					
78	>2022	F250	F2A-F250 4X2 SD R/C	All Oem Pkg's	1.65%
79	>2022	F250	F2B-F250 4X4 SD R/C	All Oem Pkg's	1.65%
80	>2022	F350	F3A-F350 4X2SDR/CSR	All Oem Pkg's	1.65%
81	>2022	F350	F3B-F350 4X4SDR/CSR	All Oem Pkg's	1.65%
82	>2022	F350	F3C-F350 4X2 SD R/C	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
83	>2022	F350	F3D-F350 4X4 SD R/C	All Oem Pkg's	1.65%
84	>2022	F350	F3E-F350 4X2CHAS/CS	All Oem Pkg's	1.65%
85	>2022	F350	F3F-F350 4X4CHAS/CS	All Oem Pkg's	1.65%
86	>2022	F350	F3G-F350 4X2 CHAS/C	All Oem Pkg's	1.65%
87	>2022	F350	F3H-F350 4X4 CHAS/C	All Oem Pkg's	1.65%
88	>2022	F450	F4C-F450 4X2 SD R/C	All Oem Pkg's	1.65%
89	>2022	F450	F4D-F450 4X4 SD R/C	All Oem Pkg's	1.65%
90	>2022	F450	F4G-F450 4X2 CHAS/C	All Oem Pkg's	1.65%
91	>2022	F450	F4H-F450 4X4 CHAS/C	All Oem Pkg's	1.65%
92	>2022	F550	F5G-F550 4X2 CHAS/C	All Oem Pkg's	1.65%
93	>2022	F550	F5H-F550 4X4 CHAS/C	All Oem Pkg's	1.65%
94	>2022	F600	F6K-F600 4X2 CHAS/C	All Oem Pkg's	1.65%
95	>2022	F600	F6L-F600 4X4 CHAS/C	All Oem Pkg's	1.65%
96	>2022	F250	W2A-F250 4X2 CREW /C	All Oem Pkg's	1.65%
97	>2022	F250	W2B-F250 4X4 CREW /C	All Oem Pkg's	1.65%
98	>2022	F350	W3A-F350 4X2CREW/CS	All Oem Pkg's	1.65%
99	>2022	F350	W3B-F350 4X4CREW/CS	All Oem Pkg's	1.65%
100	>2022	F350	W3C-F350 4X2 CREW /C	All Oem Pkg's	1.65%
101	>2022	F350	W3D-F350 4X4 CREW /C	All Oem Pkg's	1.65%
102	>2022	F350	W3E-F350 4X2CRWCCSR	All Oem Pkg's	1.65%
103	>2022	F350	W3F-F350 4X4CRWCCSR	All Oem Pkg's	1.65%
104	>2022	F350	W3G-F350 4X2 CRW CC	All Oem Pkg's	1.65%
105	>2022	F350	W3H-F350 4X4 CRW CC	All Oem Pkg's	1.65%
106	>2022	F450	W4C-F450 4X2 CRW PU	All Oem Pkg's	1.65%
107	>2022	F450	W4D-F450 4X4 CRW PU	All Oem Pkg's	1.65%
108	>2022	F450	W4G-F450 4X2 CRW CC	All Oem Pkg's	1.65%
109	>2022	F450	W4H-F450 4X4 CRW CC	All Oem Pkg's	1.65%
110	>2022	F550	W5G-F550 4X2 CRW CC	All Oem Pkg's	1.65%
111	>2022	F550	W5H-F550 4X4 CRW CC	All Oem Pkg's	1.65%
112	>2022	F250	X2A-F250 4X2 S/C	All Oem Pkg's	1.65%
113	>2022	F250	X2B-F250 4X4 S/C	All Oem Pkg's	1.65%
114	>2022	F350	X3A-F350 4X2 S/C	All Oem Pkg's	1.65%
115	>2022	F350	X3B-F350 4X4 S/C	All Oem Pkg's	1.65%
116	>2022	F350	X3C-F350 4X2 S/C DR	All Oem Pkg's	1.65%
117	>2022	F350	X3D-F350 4X4 S/C DR	All Oem Pkg's	1.65%
118	>2022	F350	X3E-F350 4X2S/CCCSR	All Oem Pkg's	1.65%
119	>2022	F350	X3F-F350 4X4S/CCCSR	All Oem Pkg's	1.65%
120	>2022	F350	X3G-F350 4X2 S/C CC	All Oem Pkg's	1.65%
121	>2022	F350	X3H-F350 4X4 S/C CC	All Oem Pkg's	1.65%
122	>2022	F450	X4G-F450 4X2 S/C CC	All Oem Pkg's	1.65%
123	>2022	F450	X4H-F450 4X4 S/C CC	All Oem Pkg's	1.65%
124	>2022	F550	X5G-F550 4X2 S/C CC	All Oem Pkg's	1.65%
125	>2022	F550	X5H-F550 4X4 S/C CC	All Oem Pkg's	1.65%
	>2022	Mustang Mach-E			
127	>2022	Mustang Mach-E	K1R-SELECT RWD	All Oem Pkg's	1.65%
128	>2022	Mustang Mach-E	K1S-SELECT AWD	All Oem Pkg's	1.65%
129	>2022	Mustang Mach-E	K2R-CAL ROUTE 1 RWD	All Oem Pkg's	1.65%
130	>2022	Mustang Mach-E	K2S-CAL ROUTE 1 AWD	All Oem Pkg's	1.65%
131	>2022	Mustang Mach-E	K3R-PREMIUM RWD	All Oem Pkg's	1.65%
132	>2022	Mustang Mach-E	K3S-PREMIUM AWD	All Oem Pkg's	1.65%
133	>2022	Mustang Mach-E	K4S-GT AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
>2022 F150 SERIES					
135	>2022	F150	F1C-F150 4X2 R/C	All Oem Pkg's	1.65%
136	>2022	F150	F1E-F150 4X4 R/C	All Oem Pkg's	1.65%
137	>2022	F150	W1C-F150 4X2 CREW	All Oem Pkg's	1.65%
138	>2022	F150	W1E-F150 4X4 CREW	All Oem Pkg's	1.65%
139	>2022	F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%
140	>2022	F150	W1S-F150 4X2 CREW	All Oem Pkg's	1.65%
141	>2022	F150	W1T-F150 4X4 CREW	All Oem Pkg's	1.65%
142	>2022	F150	X1C-F150 4X2 S/C	All Oem Pkg's	1.65%
143	>2022	F150	X1E-F150 4X4 S/C	All Oem Pkg's	1.65%
>2022 Bronco Full Size					
145	>2022	Bronco Full Size	E5A-BRONCO 2DR 4X4	All Oem Pkg's Excluding SVT	1.65%
146	>2022	Bronco Full Size	E5B-BRONCO 4DR 4X4	All Oem Pkg's Excluding SVT	1.65%
147	>2022	Bronco Full Size	E5C-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
148	>2022	Bronco Full Size	E5D-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
149	>2022	Bronco Full Size	E5E-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
150	>2022	Bronco Full Size	E5F-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
151	>2022	Bronco Full Size	E5G-2 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
152	>2022	Bronco Full Size	E5H-4 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
153	>2022	Bronco Full Size	E5J-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
>2022 Maverick Pickup					
155	>2022	Maverick Pickup	W8E-MAVERICK FWD	All Oem Pkg's	1.65%
156	>2022	Maverick Pickup	W8F-MAVERICK AWD	All Oem Pkg's	1.65%
>2022 Explorer SUV					
158	>2022	Explorer SUV	K7B-4DR RWD BASE	All Oem Pkg's Excluding ST	1.65%
159	>2022	Explorer SUV	K7D-4DR RWD XLT	All Oem Pkg's Excluding ST	1.65%
160	>2022	Explorer SUV	K7F-4DR RWD LIMITED	All Oem Pkg's Excluding ST	1.65%
161	>2022	Explorer SUV	K7G-4DR RWD ST	All Oem Pkg's Excluding ST	1.65%
162	>2022	Explorer SUV	K7H-4DR RWD PLTNM	All Oem Pkg's Excluding ST	1.65%
163	>2022	Explorer SUV	K7K-4DR RWD ST-LINE	All Oem Pkg's Excluding ST	1.65%
164	>2022	Explorer SUV	K7L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
165	>2022	Explorer SUV	K8B-4DR 4WD BASE	All Oem Pkg's Excluding ST	1.65%
166	>2022	Explorer SUV	K8D-4DR 4WD XLT	All Oem Pkg's Excluding ST	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
167	>2022	Explorer SUV	K8F-4DR 4WD LIMITED	All Oem Pkg's Excluding ST	1.65%
168	>2022	Explorer SUV	K8G-4DR 4WD ST	All Oem Pkg's Excluding ST	1.65%
169	>2022	Explorer SUV	K8H-4DR 4WD PLTNM	All Oem Pkg's Excluding ST	1.65%
170	>2022	Explorer SUV	K8J-4DR 4WD TMBLINE	All Oem Pkg's Excluding ST	1.65%
171	>2022	Explorer SUV	K8K-4DR 4WD ST-LINE	All Oem Pkg's Excluding ST	1.65%
172	>2022	Explorer SUV	K8L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
	>2022	Transit Van			
174	>2022	Transit Van	E1C-MR CARGO RWD	All Oem Pkg's	1.65%
175	>2022	Transit Van	E1D-MR CREW RWD	All Oem Pkg's	1.65%
176	>2022	Transit Van	E1Y-LR CARGO RWD	All Oem Pkg's	1.65%
177	>2022	Transit Van	E1Z-LR CREW RWD	All Oem Pkg's	1.65%
178	>2022	Transit Van	E2C-MR CARGO AWD	All Oem Pkg's	1.65%
179	>2022	Transit Van	E2D-MR CREW AWD	All Oem Pkg's	1.65%
180	>2022	Transit Van	E2Y-LR CARGO AWD	All Oem Pkg's	1.65%
181	>2022	Transit Van	E9Z-LR CREW AWD	All Oem Pkg's	1.65%
182	>2022	Transit Van	F1P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
183	>2022	Transit Van	F1Y-LR CARGO RWD	All Oem Pkg's	1.65%
184	>2022	Transit Van	F1Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
185	>2022	Transit Van	F2P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
186	>2022	Transit Van	F2Y-LR CARGO AWD	All Oem Pkg's	1.65%
187	>2022	Transit Van	F2Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
188	>2022	Transit Van	F4U-HR CARGO AWD	All Oem Pkg's	1.65%
189	>2022	Transit Van	F4V-HR CREW RWD	All Oem Pkg's	1.65%
190	>2022	Transit Van	F4W-HR CREW AWD	All Oem Pkg's	1.65%
191	>2022	Transit Van	F4X-HR CARGO RWD	All Oem Pkg's	1.65%
192	>2022	Transit Van	F5X-HR CARGO RWD	All Oem Pkg's	1.65%
193	>2022	Transit Van	F6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
194	>2022	Transit Van	F6X-HR CARGO AWD	All Oem Pkg's	1.65%
195	>2022	Transit Van	F6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
196	>2022	Transit Van	F7C-MR CARGO RWD	All Oem Pkg's	1.65%
197	>2022	Transit Van	F7X-HR CARGO RWD	All Oem Pkg's	1.65%
198	>2022	Transit Van	F8C-MR CARGO AWD	All Oem Pkg's	1.65%
199	>2022	Transit Van	F8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
200	>2022	Transit Van	F8X-HR CARGO AWD	All Oem Pkg's	1.65%
201	>2022	Transit Van	F8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
202	>2022	Transit Van	R1C-MR CARGO RWD	All Oem Pkg's	1.65%
203	>2022	Transit Van	R1D-MR CREW RWD W	All Oem Pkg's	1.65%
204	>2022	Transit Van	R1V-HR CREW RWD W	All Oem Pkg's	1.65%
205	>2022	Transit Van	R1X-HR CARGO RWD	All Oem Pkg's	1.65%
206	>2022	Transit Van	R1Y-LR CARGO RWD	All Oem Pkg's	1.65%
207	>2022	Transit Van	R1Z-LR CREW RWD	All Oem Pkg's	1.65%
208	>2022	Transit Van	R2C-MR CARGO AWD	All Oem Pkg's	1.65%
209	>2022	Transit Van	R2D-MR CREW AWD	All Oem Pkg's	1.65%
210	>2022	Transit Van	R2V-HR CREW AWD	All Oem Pkg's	1.65%
211	>2022	Transit Van	R2X-HR CARGO AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
212	>2022	Transit Van	R2Y-LR CARGO AWD	All Oem Pkg's	1.65%
213	>2022	Transit Van	R2Z-LR CREW AWD	All Oem Pkg's	1.65%
214	>2022	Transit Van	R3U-HR CARGO AWD	All Oem Pkg's	1.65%
215	>2022	Transit Van	R3X-HR CARGO RWD	All Oem Pkg's	1.65%
216	>2022	Transit Van	R5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
217	>2022	Transit Van	R5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
218	>2022	Transit Van	R7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
219	>2022	Transit Van	R7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
220	>2022	Transit Van	S4U-HR CARGO AWD	All Oem Pkg's	1.65%
221	>2022	Transit Van	S4V-HR CREW RWD	All Oem Pkg's	1.65%
222	>2022	Transit Van	S4W-HR CREW AWD	All Oem Pkg's	1.65%
223	>2022	Transit Van	S4X-HR CARGO RWD	All Oem Pkg's	1.65%
224	>2022	Transit Van	S6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
225	>2022	Transit Van	S6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
226	>2022	Transit Van	S8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
227	>2022	Transit Van	S8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
228	>2022	Transit Van	U4X-HR PASS XL RWD	All Oem Pkg's	1.65%
229	>2022	Transit Van	U5X-HR PASS XL AWD	All Oem Pkg's	1.65%
230	>2022	Transit Van	U6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
231	>2022	Transit Van	U6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
232	>2022	Transit Van	U8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
233	>2022	Transit Van	U8U-HR CARGO AWD	All Oem Pkg's	1.65%
234	>2022	Transit Van	U8X-HR CARGO RWD	All Oem Pkg's	1.65%
235	>2022	Transit Van	U8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
236	>2022	Transit Van	W1D-MR CREW RWD	All Oem Pkg's	1.65%
237	>2022	Transit Van	W1V-HR CREW RWD	All Oem Pkg's	1.65%
238	>2022	Transit Van	W1X-HR CARGO RWD	All Oem Pkg's	1.65%
239	>2022	Transit Van	W1Y-LR CARGO RWD	All Oem Pkg's	1.65%
240	>2022	Transit Van	W1Z-LR CREW RWD	All Oem Pkg's	1.65%
241	>2022	Transit Van	W2C-MR CARGO AWD	All Oem Pkg's	1.65%
242	>2022	Transit Van	W2D-MR CREW AWD	All Oem Pkg's	1.65%
243	>2022	Transit Van	W2V-HR CREW AWD	All Oem Pkg's	1.65%
244	>2022	Transit Van	W2X-HR CARGO AWD	All Oem Pkg's	1.65%
245	>2022	Transit Van	W2Y-LR CARGO AWD	All Oem Pkg's	1.65%
246	>2022	Transit Van	W2Z-LR CREW AWD	All Oem Pkg's	1.65%
247	>2022	Transit Van	W3U-HR CARGO AWD	All Oem Pkg's	1.65%
248	>2022	Transit Van	W3X-HR CARGO RWD	All Oem Pkg's	1.65%
249	>2022	Transit Van	W4X-HR PASS XL RWD	All Oem Pkg's	1.65%
250	>2022	Transit Van	W4Z-MR PASS XL RWD	All Oem Pkg's	1.65%
251	>2022	Transit Van	W5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
252	>2022	Transit Van	W5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
253	>2022	Transit Van	W7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
254	>2022	Transit Van	W7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
255	>2022	Transit Van	W9C-MR CARGO RWD	All Oem Pkg's	1.65%
256	>2022	Transit Van	X2C-MR PASS XL RWD	All Oem Pkg's	1.65%
257	>2022	Transit Van	X2X-HR PASS XL RWD	All Oem Pkg's	1.65%
258	>2022	Transit Van	X2Y-LR PASS XL RWD	All Oem Pkg's	1.65%
259	>2022	Transit Van	X9C-MR PASS XL AWD	All Oem Pkg's	1.65%
260	>2022	Transit Van	X9X-HR PASS XL AWD	All Oem Pkg's	1.65%
261	>2022	Transit Van	X9Y-LR PASS XL AWD	All Oem Pkg's	1.65%
	>2022	Edge Suv			

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
263	>2022	Edge Suv	K3G-EDGE FWD-SE	All Oem Pkg's	1.65%
264	>2022	Edge Suv	K3J-EDGE FWD-SEL	All Oem Pkg's	1.65%
265	>2022	Edge Suv	K3K-EDGE FWD-TITAN	All Oem Pkg's	1.65%
266	>2022	Edge Suv	K4A-EDGE AWD-ST	All Oem Pkg's	1.65%
267	>2022	Edge Suv	K4G-EDGE AWD-SE	All Oem Pkg's	1.65%
268	>2022	Edge Suv	K4J-EDGE AWD-SEL	All Oem Pkg's	1.65%
269	>2022	Edge Suv	K4K-EDGE AWD-TITAN	All Oem Pkg's	1.65%
>2022 Transit Connect					
271	>2022	43-TRAN CONNCT WAG	E8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
272	>2022	43-TRAN CONNCT WAG	E8G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
273	>2022	43-TRAN CONNCT WAG	E9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
274	>2022	43-TRAN CONNCT WAG	E9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
275	>2022	43-TRAN CONNCT WAG	E9G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
276	>2022	43-TRAN CONNCT WAG	S8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
277	>2022	43-TRAN CONNCT WAG	S9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
278	>2022	43-TRAN CONNCT WAG	S9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
>2022 Escape SUV					
280	>2022	45-ESCAPE	U0B-SE FHEV FWD	All Oem Pkg's	1.65%
281	>2022	45-ESCAPE	U0C-SEL FHEV FWD	All Oem Pkg's	1.65%
282	>2022	45-ESCAPE	U0D-TIT FHEV FWD	All Oem Pkg's	1.65%
283	>2022	45-ESCAPE	U0E-PHEV FWD	All Oem Pkg's	1.65%
284	>2022	45-ESCAPE	U0F-BASE FWD	All Oem Pkg's	1.65%
285	>2022	45-ESCAPE	U0G-ACTIVE FWD	All Oem Pkg's	1.65%
286	>2022	45-ESCAPE	U0H-SEL FWD	All Oem Pkg's	1.65%
287	>2022	45-ESCAPE	U0J-PLATINUM FWD	All Oem Pkg's	1.65%
288	>2022	45-ESCAPE	U0K-SEL PHEV FWD	All Oem Pkg's	1.65%
289	>2022	45-ESCAPE	U0L-TIT PHEV FWD	All Oem Pkg's	1.65%
290	>2022	45-ESCAPE	U9B-SE FHEV AWD	All Oem Pkg's	1.65%
291	>2022	45-ESCAPE	U9C-SEL FHEV AWD	All Oem Pkg's	1.65%
292	>2022	45-ESCAPE	U9D-TIT FHEV AWD	All Oem Pkg's	1.65%
293	>2022	45-ESCAPE	U9F-BASE AWD	All Oem Pkg's	1.65%
294	>2022	45-ESCAPE	U9G-ACTIVE AWD	All Oem Pkg's	1.65%
295	>2022	45-ESCAPE	U9H-SEL AWD	All Oem Pkg's	1.65%
296	>2022	45-ESCAPE	U9J-PLATINUM AWD	All Oem Pkg's	1.65%
>2022 Police Vehicles					
298	>2022	Police SUV	K8A-4DR AWD POLICE	All Oem Pkg's	1.65%
299	>2022	Police F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%

Tab 4: Part 2, AMO percent Markup

AMO ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
Note (1): Package Discounts will be listed as a single line item on quote, when available. Parts freight added at true cost as single line item on quote per bid instructions. Note (2): If Brand not listed, AMO ceiling price to be less than category's maximum % listed below, call dealer.				
1	CRANES	Auto Crane	13%	
2	CRANES	Stellar	13%	
3	CRANES	Liftmoore	13%	
4	CRANES	Venturo	13%	
5	CRANES	Tiger	14%	
6	CRANES	VMAC	14%	
7	Machines	Vanair	14%	
8	Machines	Boss	14%	
9	Machines	CAS	14%	
10	Machines	American Hydraulic	14%	
11	Machines	VMAC	14%	
12	Machines	Wachs	14%	
13	Machines	Cues	14%	
14	Machines	Muncie	14%	
15	Machines	Chelsea	14%	
16	Service Body	Knapheide	14%	
17	Service Body	CM	14%	
18	Service Body	Godwin	14%	
19	Service Body	Crysteel	14%	
20	Service Body	Rugby	14%	
21	Service Body	Blue Ridge	14%	
22	Service Body	Duraclass- Brand FX	14%	
23	Service Body	Stellar- Hooklift	14%	
24	Service Body	Switch N Go	14%	
25	Service Body	Venco	14%	
26	Service Body	TPL- Lube Body & Skids	14%	
27	Service Body	Reading	14%	
28	Service Body	Palfinger	19%	
29	Service Body	Dakota Body	14%	
30	Service Body	Auto Crane	14%	
31	Service Body	Terex	30%	Extended Lead time
32	Service Body	Peterson	34%	Extended Lead time
33	Service Body	Altec	34%	Extended Lead time
34	DogBody	Mavron	22%	
35	DogBody	Bowie International	20%	Extended Lead time
36	LIFTGATES	Tommy Gate	18%	
37	LIFTGATES	Waltco Liftgate	18%	
38	LIFTGATES	Maxon Liftgates	18%	
39	LIFTGATES	Dhollandia Liftgates	18%	
40	LIFTGATES	Anteo Liftgates	18%	
41	LIFTGATES	Thieman Liftgates	18%	
42	LIFTGATES	Theiman	18%	
43	Accessory	Buyers Products	29%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
44	Accessory	UWS	29%	
45	Accessory	Curt	29%	
46	Accessory	Betterbuilt	29%	
47	Accessory	Enpak/Miller	29%	
48	Accessory	US Tarp	29%	
49	Accessory	Chelsea	29%	
50	Accessory	Muncie	29%	
51	Accessory	Decked	29%	
52	Accessory	Kussmall	29%	
53	Accessory	Tigertough	29%	
54	Accessory	Warn	29%	
55	Accessory	Weatherguard	29%	
56	Accessory	Roll n Lock	29%	
57	Accessory	Retrax	29%	
58	Accessory	ARE	29%	
59	Accessory	Ranch	29%	
60	Accessory	Century	29%	
61	Accessory	LineX	29%	
62	Accessory	Toff Brand	29%	
63	Accessory	Aervoe	29%	
64	Accessory	Amerex	29%	
65	Accessory	Keystone Automotive	29%	
66	Accessory	Meyer Distributing	29%	
67	Accessory	Wanco (Arrow/Message Boards) Speed Trailers	29%	
68	Accessory	Bak Flip	29%	
69	Accessory	Cargo Glide	29%	
70	Accessory	JBC Safety: Traffic Safety Products	29%	
71	VAN BODY	Rockport	14%	
72	VAN BODY	Complete Van Body	14%	
73	VAN BODY	Conyers Mfg.	14%	
74	VAN BODY	Supreme Corporation	14%	
75	VANS	Masterack	22%	
76	VANS	Legend	22%	
77	VANS	Kargo Master	22%	
78	VANS	Prime Design	22%	
79	VANS	Weatherguard	22%	
80	VANS	Ranger	22%	
81	AERIAL	Duralift Aerial Devices	22%	Package Disc available
82	AERIAL	Axion Aerial Devices	22%	Package Disc available
83	AERIAL	Challenger Aerial Devices	22%	Package Disc available
84	AERIAL	ALTEC	33%	Package Disc available
85	AERIAL	Stamm Mfg	24%	Package Disc available
86	LIGHTING	Trafcon Signals	20%	
87	LIGHTING	WHELEN	20%	
88	LIGHTING	Soundoff	20%	
89	LIGHTING	Brookings	20%	
90	LIGHTING	Metra	20%	
91	LIGHTING	Code 3	20%	

AMO ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
92	LIGHTING	hg2	20%	
93	LIGHTING	Unity	20%	
94	LIGHTING	Streamlight	20%	
95	LIGHTING	Ecco	20%	
96	LIGHTING	SpeedTech	20%	
97	LIGHTING	Bayco	20%	
98	LIGHTING	Able 2 Products	20%	
99	LIGHTING	Go Light	20%	
100	LIGHTING	Maxxima	20%	
101	LIGHTING	Star	20%	
102	LIGHTING	Pelican Products	20%	
103	LE DEVICE	Phillips Aed's	20%	
104	LE DEVICE	Zoll Aed's	20%	
105	LE DEVICE	Watchguard	20%	
106	LE DEVICE	Digital Ally	20%	
107	LE DEVICE	Mag light	20%	
108	LE DEVICE	Stalker	20%	
109	LE DEVICE	AceK9	20%	
110	LE DEVICE	Panasonic	20%	
111	LE DEVICE	Intermotive	20%	
112	LE DEVICE	Dell	20%	
113	LE DEVICE	Angel Armor	20%	
114	LE DEVICE	Brother Printers and Accessories	20%	
115	LE DEVICE	ISBI Window Ballistics	20%	
116	LE DEVICE	Zebra printers and Tablets	20%	
117	LE DEVICE	Tremco	20%	
118	LE DEVICE	Santa Cruz	20%	
119	LE DEVICE	Big Sky Gun Racks	20%	
120	LE Metal	Gamber Johnson	20%	
121	LE Metal	Havis	20%	
122	LE Metal	Pro-Gard	20%	
123	LE Metal	Setina	20%	
124	LE Metal	Troy	20%	
125	LE Metal	Jotto	20%	
126	LE Metal	American Aluminum	20%	
127	LE Metal	Westin	20%	
128	LE Metal	GoRhino	20%	
129	LE Metal	Sterling	20%	
130	LE Metal	RanchHand	20%	
131	LE Metal	Highway Safety Products	20%	
132	LE Metal	Ram Mount	20%	
133	LE Metal	Plastix Plus	20%	
134	LE Metal	Tuffy Products	20%	
135	LE Metal	Tufloc-Esmet	20%	
136	LE Metal	Lund	20%	
137	LE Metal	Ops Products	20%	
138	LE Metal	Ray Allen K9	20%	
139	LE Metal	Laguna	20%	
140	LE Metal	LEM Solutions: Printer Mounts	20%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
141	WheelChair	Braun	15%	
142	WheelChair	Century	15%	
143	WheelChair	Mobility Works	15%	
144	WheelChair	Mathews Bus	15%	

Mileage Statement: Part 3

Per section [L] tab 4, part 3, Duval Ford will deliver all completed vehicles to BCSO at no charge, F.O.B. purchased off this agreement. For deliveries to agencies other than BCSO, Duval Ford will charge \$2 per mile from zip code 32210 to agency zip code per mileage posted on Mapquest or similar site data. This charge will include the fuel and may be achieved via motor carrier or contract driver.

Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

Tab 5: Drug Free Workplace Statement

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

DUVAL FORD does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Contract Number BCSO 22-27-1.0

Bidder's Signature



DEALER PARTNERSHIP STATEMENT

Duval Ford, upon BCSO approval, may engage partnered dealerships for purposes of providing expedited delivery of products not currently available in inventory. When available, the transaction price will become the bid percentage submitted plus a \$400 administrative fee. In cases where the end product is an alternative brand (i.e. Dodge, Honda etc.) the partnered dealer will be named, posted and held to the terms and conditions of the BCSO contract and recognized as a transactional subcontractor of the awarded dealership. In no way will the resulting transaction between the dealer and agency be indirect, or a "brokered" sale. The transaction is original and direct between entities adhering to the Manufacturer's franchise agreements and the manufacturer's statement of origin is assigned directly to the end user as a new, unused, non-brokered, direct agency sale, matching the named entity on the agency purchase order, binding those entities per agency purchasing guidelines.



Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

Lowest % Markup = 56 pts
 Second Finish = 44
 Third and beyond = 0

STEP ONE: ENTER DEALER NAME AND BID %
 STEP TWO: SORT BY CLICKING SORT BUTTON ON PERCENT ASCENDING

[CATEGORY 1.0] PRICING

CLICK SORT TO SEE RANKING

Ranking: First
 Ranking: Second
 Ranking: Third
 Ranking: Fourth
 Ranking: Fifth
 Ranking: Sixth

DEALER	Enter Bidder Name	Enter Bidder % over cost for vehicles bid	RANKING
	Duval Ford	1.65	1
	Bozard	4.75	2
	No Bid	0	3
	No Bid	0	4
	No Bid	0	5
	No Bid	0	6

PROPOSAL POINTS TOOL

DEALER	Category 1 Points	Category 2 Points	Category 3 Points	Category 4 Points	Category 5 Points	TOTAL POINTS
Duval Ford	56	5	4	35	25	125
Bozard	44	5	4	0	20	73
No Bid	0	0	0	0	0	0
No Bid	0	0	0	0	0	0
No Bid	0	0	0	0	0	0

STEP THREE: VALIDATE DOCUMENTS WERE RECEIVED IN NOTEBOOK TABS 1-3

STEP FOUR: CLICK YES/NO

STEP FIVE: CLICK COUNTY DEALER IS REGISTERED IN

BRADFORD COUNTY TELEGRAPH

Published Weekly
Starke, Bradford County, Florida

Before the undersigned authority personally appeared, Mary Goodge, personally known to me, who on oath says that she is the publisher's assistant of the *Bradford County Telegraph*, a weekly newspaper published in Starke, Bradford County, Florida that: **BRADFORD COUNTY SHERIFF'S Office, 945-B N. Temple Ave., Starke, FL 32091, Request for Proposal for Purchase of Motor Vehicles.** Published in said newspaper in the issue(s) of: 8/25 & 9/1/22 BCT.

Affiant further says that the said *Bradford County Telegraph* is a newspaper published in Starke, in Bradford County, Florida, and that the said newspaper has heretofore been continuously published in said Bradford County, Florida, each week and has been entered as second-class mail matter at the post office in Starke, Bradford County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement. Affiant further says that she has never paid nor promised any person, firm, or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication of said newspaper.

REQUEST FOR PROPOSAL
The Bradford County Sheriff's Office requests proposals for the purchase of motor vehicles and related vehicle components for the Fleet Management Division and it's eligible users. Deadline for sealed proposals is September 6th, 2022 @ 10:00 AM. Please email Major George Konkel (george_konkel@bradfordsheriff.org) for Proposal packets or see our website; bradfordsheriff.org
8/25 21chg 9/1-BCT



Mary Goodge, Publisher's Assistant

STATE OF FLORIDA
COUNTY OF BRADFORD

The foregoing instrument was acknowledged before me this
2nd day of September, 2022.

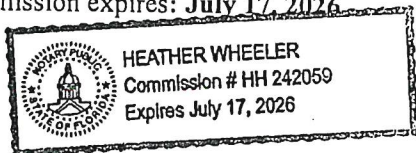
By: Mary Goodge who is personally known to me who did (did not) take an oath.



Notary Public - HEATHER WHEELER

STATE OF FLORIDA
My Commission expires: **July 17, 2026**

SEAL





▪ Since 1916 ▪

City of Madeira Beach

Prepared for: City of Madeira Beach Max Michalski mmichalski@madeirabeachfl.gov 727-392-0665 x 504	Contract Holder Duval Ford Jared Davis (Work) 904-381-6595 (Mobile) 904-343-4451 jared.davis@duvalmotor.com 405 Lane Ave N Jacksonville, FL 32254	REV: 9/18/2024
--	---	-----------------------

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

Code	Equipment	OEM Price Level:	BCSO Contract Price
2024 W2B	2024 Ford F-250 Crew Cab XL, 4x4, 160" wheelbase	\$ 49,982.00	\$ 47,744.70
OEM freight	Factory Destination	\$ 1,995.00	\$ 2,027.92
Z1	Oxford White	\$ -	\$ -
AS	Medium Dark Slate vinyl, 40/20/40	\$ -	\$ -
600A	Standard Equipment Group, incl keyless entry, pwr windows and door locks	\$ -	\$ -
99A.44F	6.8L V8/10-spd auto	\$ -	\$ -
17Z	XL Off-road Package	\$ 906.00	\$ 920.95
	Incl 33" off-road tires, 3.73 electronic locking axle, skid plates		\$ -
43K	Pro Power Onboard 2k	\$ 897.00	\$ 911.80
52S	Interior work surface	\$ 128.00	\$ 130.11
592	Roof clearance lights	\$ 87.00	\$ 88.44
76C	Exterior backup alarm	\$ 160.00	\$ 162.64
86M	Dual battery	\$ 191.00	\$ 194.15
874	360-degree camera package	\$ 1,047.00	\$ 1,064.28
96D	XL Driver Assist, incl BLIS	\$ 665.00	\$ 675.97
85S	Spray-in bedliner	\$ 542.00	\$ 550.94
	Discount	Government Concession reflected in Base Vehicle Price	
	Ceiling Markup	Primary Awardee Ceiling Markup	1.65%
	Discount	Discount off Invoice reflected in Base Vehicle Price	\$ (2,262.00)
	Ceiling Percentage Markup: Accessories		29%
0	1	Tint on all windows incl windshield strip	\$ 250.00 \$ 322.50
		Final Delivery	
0		Labor	Total Labor Hours for installation of parts \$ - \$ -
		Freight	Freight on Parts \$ - \$ -
222	33708	Destination & Fuel to end user zip code (calculated from 32210 to EU zip Code)	\$ 2.00 \$ 444.00
		Tag	New FL Tag plus tag and title processing and handling fee \$ 173.00 \$ 173.00
		Warranty	Extended Warranty excluded \$ - \$ -
			\$ - \$ -
			\$ - \$ -
		NOTE	

UNIT COST		\$	55,411.40
TOTAL QUANTITY	1	TOTAL PURCHASE	\$ 55,411.40



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
VIA: Robin Gomez, City Manager
FROM: Jay Hatch, Recreation Director
DATE: September 23, 2024
RE: NJCAA – JUCO Kickoff Classic Agreement

Background

Since February of 2015, the City of Madeira Beach has partnered with various third parties and Visit St. Pete Clearwater to host Collegiate Softball games on the Softball Fields located at the Recreation Complex. During that span, over 100 different Colleges and Universities have visited Madeira Beach at least one time to participate in these tournaments. At this time, Fastpitch Headquarters of Florida, Inc has expressed interest in utilizing the facility to host a tournament in 2025. The weekend which is requested is January 24-27, 2025. Staff has worked with the City Attorney and put together an agreement for the usage of the facility during this time.

Fiscal Impact

Fastpitch Headquarters of Florida, Inc would be invoiced for the usage of the field based upon the Fee Schedule which is enclosed in the attached Contract. Currently Visit St. Pete Clearwater is committed to funding this and similar tournaments via county bed tax dollars which are collected throughout the year. Fees which are accumulated beyond the committed funds provided by Visit St. Pete Clearwater would be invoiced and the responsibility of Fastpitch Headquarters of Florida, Inc.

Recommendation

Staff Recommends moving forward with negotiating the proposed contract with Fastpitch Headquarters of Florida, Inc

Attachments

Proposed Contract

2025 JUCO Kickoff Classic and Showcase – Event Agreement

January 24 – January 27, 2025

This Agreement is entered into this _____ day of _____, 2024 between **Fastpitch Headquarters of Florida Inc. (“FPHQ”)** with offices at 5711 SW 117 Terrace, Cooper City FL 33330, and City of Madeira Beach, a Florida Municipal Corporation, located at 300 Municipal Drive, Madeira Beach, FL 33708 as the City (“CITY”).

1. RECITALS

- 1.1 The FPHQ is a tournament organizing body for the sports of Junior College Softball in the United States of America and is responsible for hosting the 2025 JUCO Kickoff Class and Showcase. The FPHQ desires to enter into an agreement with the CITY for the purpose of conducting, pursuant to the Agreement, the 2025 JUCO Kickoff Class and Showcase (Event), January 24 – January 27, 2025.
- 1.2 The CITY desires promote, market and implement the EVENT pursuant to the Agreement and agrees to provide necessary venues, locations, and facilities per the financial and operational terms of this Agreement.
- 1.3 The Recitals in this Section 1 are part of this Agreement.

2. EVENT SPECIFICATIONS

- 2.1 The CITY shall implement, promote, market, and prepare for the Event in conformance with the criteria and standards set forth on **EXHIBIT 2** and **EXHIBIT 4**.
- 2.2 The FPHQ will be responsible for implementing various event specific responsibilities as described in **EXHIBIT 1**.
- 2.3 The FPHQ and the CITY are both associated with a variety of sponsors on a national and local level as described in **EXHIBIT 3**. The FPHQ and the CITY must assist each other in the execution and implementation of overall sponsor programing.
- 2.4 The CITY is financially responsible for implementing Event specific responsibilities as described in **EXHIBIT 2** and **EXHIBIT 4**.

3. RIGHTS AND OBLIGATIONS OF THE FPHQ

- 3.1 The FPHQ shall obtain, as it deems necessary and appropriate in its sole discretion, sponsorship for the Event. The CITY shall define an appropriate area for the display of any sponsorship signage for The FPHQ. CITY sponsors and local supporters signage shall not be covered or removed unless deemed a hazard to the playability the Event.
- 3.2 The FPHQ reserves the right to schedule athletic competition on Friday, Saturday, Sunday and Monday. Field availability for athletic competition shall be provided in writing by the CITY.
- 3.3 The FPHQ reserves the right to schedule practices on Thursday during the time frame outline in this agreement. Field availability for athletic practices shall be provided by the CITY.
- 3.4 The FPHQ shall be financially responsible for any commitments and expenditures directly related to the event, as defined in **EXHIBIT 5**. The financial obligation may be offset by funding from outside sources (ie; sponsorships or sports commission)
- 3.5 The FPHQ shall retain all entry fees generated by the Event.

- 3.6 The FPHQ shall arrange for and provide comprehensive liability insurance for the Event in the amount of \$2,000,000 aggregate and \$1,000,000 single occurrence. The 'City of Madeira Beach, 300 Municipal Drive, Madeira Beach FL, 33708' shall be named as additional insured.
- 3.7 The FPHQ owns the exclusive rights to all radio, television, film, video, web, and other media form for the 2024 FPHQ Event. The FPHQ shall retain all revenues derived from such sales.
- 3.8 The FPHQ reserves the right to sell FPHQ merchandise at the Event. The FPHQ shall retain all revenues derived from such sales.
- 3.9 The FPHQ owns the exclusive rights to any and all revenue from hotels and/or complimentary hotel room nights generated as a result of the Event.
- 3.10 The FPHQ owns the exclusive rights to any and all revenue generated as a result of the Event from tourism organizations such as sports commissions and visitor's organizations.

4 RIGHTS AND RESPONSIBILITIES OF THE CITY

- 4.1 The CITY shall not obligate The FPHQ to any expenditures or financial commitments without The FPHQ written approval. The CITY shall be fully responsible for the payment of any expenses or obligations incurred in violation of the foregoing sentence.
- 4.2 Unless described in EXHIBIT 2, the CITY shall contract with all third parties required for the production, implementation, and conduct of the Event. All such third party contracts ("Third Party Contracts") shall be prepared by the City and shall be entered into exclusively by the CITY and the respective third party.
- 4.3 The CITY shall not produce, manufacture or sell any items during the event or after the event that use The FPHQ logo. All event merchandise will be sold through The FPHQ.
- 4.4 The rights to the production, sale and distribution of merchandise specific to the CITY are granted to the CITY, together with all revenues derived there from, but The FPHQ must approve such items in writing.
- 4.5 Revenue generated from parking receipts shall be retained by the CITY. Parking fees shall not exceed \$10 per car per day. CITY may charge additional for Trailers or anything pulled.
- 4.6 The CITY shall not charge parking fees for the Event to any FPHQ Employees, working officials, FPHQ sponsors, vendors or participants. Designated parking passes and/or parking locations shall be provided for those forementioned in the last sentence.
- 4.7 All food and drink concessions for the Event, and revenues generated there from, are granted to the CITY. Alcohol may be permitted to be sold. The CITY must provide food and drink concessions during all open hours of the event. CITY may license other food vendors to operate during the event. Teams participating in the tournament and food for staff and officials may be provided and delivered by outside organizations/local businesses.
- 4.8 The CITY may acquire additional local sponsors, provided they do not interfere with The FPHQ sponsors. All sponsorship agreements must be approved by The FPHQ to insure compliance with previous existing agreements. Signage and banner space shall be limited to the current existing sponsorship opportunities provided by the City (Outfield wall on Field 1, Field 2, and Field 3 and Spectator side of back stop between dugouts on Field 1, Field 2, and Field 3)
- 4.9 The City shall be granted a facility rental fee ("Facility Rental Fee") paid by The FPHQ to the CITY according to the fee schedule detailed in **EXHIBIT 5**.

5 TERM

5.1 The term of this Agreement shall commence upon the date of this Agreement and continue through 30 days after the Event unless sooner terminated as provided herein.

6 REPRESENTATIONS AND WARRANTIES

6.1 Each party warrants and represents that it has the authority to enter into this Agreement and fully perform under the Agreement in accordance with its terms without violating the rights of any third party.

7 DEFAULT AND REMEDIES

7.1 Upon default of this Agreement, both parties shall have all the rights and remedies provided for in this Agreement, including the right to injunctive relief, specific performance, damages and any other relief to which the non-defaulting party may be entitled to in law or in equity. The remedies provided for in this Agreement shall be cumulative and not exclusive such that the non-defaulting party may seek one or more of the remedies for relief to which it is entitled.

7.2 Either party may terminate this Agreement upon default by the other party. Termination by any party shall be without prejudice to any existing rights and/or claims that the terminating party may have against the other party under this Agreement, at law or in equity, and shall not relieve such other party from fulfilling the obligations accrued prior to such termination.

7.3 Upon default by a party, the non-defaulting party may, at its option, cure the default and be entitled to reimbursement upon demand from the defaulting party of the cost of such cure. The parties acknowledge that it is of the utmost importance that the Event occur and that they be conducted pursuant to the terms and conditions of this Agreement. If a default by either party jeopardizes the operation and conduct of the Event, the cost to cure the default shall include all necessary and reasonable costs under the circumstances incurred by the non-defaulting party to assure that the Event are conducted in accordance with this Agreement. 5

7.4 Upon expiration or earlier termination of this Agreement all of the CITY's rights and responsibilities hereunder shall terminate.

8 ASSIGNMENT

8.1 This Agreement shall be binding to the parties hereto and to their successors and assigns and shall not be assigned, transferred or conveyed either directly or indirectly by either party to any person, firm, corporation or entity without the prior written consent of the other party.

9 RELATIONSHIP OF THE PARTIES

9.1 This Agreement does not appoint any party to serve or act as the agent of any other or create a partnership, joint venture or similar relationship between or among the parties, and no party shall have the power to obligate or bind the other party in any manner.

10 NO RESIDUAL VALUE

10.1 The parties hereby expressly agree that there is no "residual value" implied and no other exclusivity or benefits accrue to CITY or The FPHQ from this agreement other than as set forth by the terms of this agreement.

11 SEVERABILITY

11.1 The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, or render other provisions unenforceable and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted, insofar as the primary purpose of this Agreement is not impeded.

12 ENTIRE AGREEMENT

12.1 This agreement constitutes the entire agreement between the parties, whether written or oral. No waiver, change or modification of this agreement and its terms will bind the parties unless it is in writing and signed by both parties. Failure of CITY or The FPHQ to enforce any of the provisions herein shall not be construed as a general waiver of such rights. A waiver by either party of a default shall not be construed as a continuing waiver or as a waiver in other instances. All Exhibits referred to herein are attached and shall be part of this Agreement.

13 GOVERNING LAW AND JURISDICTION

13.1 This agreement and all matters or issues collateral thereof shall be construed and interpreted in accordance with the laws of the State of Florida. The parties agree that jurisdiction for any legal action initiated to determine rights or remedies under this agreement shall be in an appropriate court of the State of Florida. Venue shall be in Pinellas County, Florida. In addition to any other relief to which a party may be entitled to by this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees and costs incurred in any arbitration or litigation arising from this Agreement.

THE FPHQ, LLC
By: _____
Name: _____
Title: _____
Date: _____

CITY
City Of Madeira Beach
By: _____
Anne-Marie Brooks, Mayor
By: _____
Robin Gomez, City Manager

APPROVED AS TO FORM:
By: _____
Thomas J. Trask, City Attorney, B.C.S.

ATTEST:
By: _____
Clara Vanblargen, City Clerk

EXHIBIT 1
THE FPHQ RESPONSIBILITIES

1. Market and publicize the event throughout the NJCAA Softball community and encourage as many athletes, teams, coaches, and spectators as possible to attend the Event.
2. Establish event schedule. Ensure the schedule is consistent with field availability as defined by the CITY.
3. Provide and pay all event officials including umpires, scorekeepers, and ticket gates staffing.
4. Provide event audio/video web casting if possible.
5. Solicitate local media outlets to provide coverage for the EVENT.
6. Provide the CITY with video web casting logins to ensure staff is able to monitor games and maintain staff awareness for field changes and maintenance.
7. Provide all event signate for The FPHQ Sponsors. Banners and other signage may be placed on fences near the entrance of R.O.C. Park as well as the fenced area surrounding the tennis and basketball courts.
8. Provide event page on The FPHQ website.
9. Officially sanction the event according to necessary NJCAA sanctioning standards including but not limited to proper officials, rules, and guidelines. Communicate all facility related guidelines to the CITY.
10. Adhere to Thorguard Lightning System standards. Operational standards listed in EXHIBIT 4.
11. Provide Event posters, flyers, and other event related collateral to the CITY for local marketing distribution.
12. Provide digital graphics, imagery, etc for the CITY website and social media marketing.
13. Provide staff member to greet teams upon arrival to the facility. This includes but is not limited to scheduled games and practices at the site.

EXHIBIT 2
CITY'S RESPONSIBILITIES

1. Organize and maintain the spectator, parking, competition, and park areas as well as ensure that these areas are free of debris throughout the duration of the Event.
2. Provide suitable parking areas for officials, participants, and spectators. Ensure areas are marked to give a general understanding of where vehicles can and cannot be parked.
3. Provide adequate space for suitable handicap parking.
4. Provide a secured (barricaded) event area for paid entry/ticket operations.
5. Provide restrooms for officials, participants, and spectators. Restrooms required in addition to the existing on site facilities shall be added at the request of The FPHQ and cost of said restrooms will be split 50/50 with the CITY.
6. Have field conditioning supplies and tools available for necessary field maintenance in the event of inclement weather. The CITY maintains final decision on any adjustments made to the playing surface to make the competition site safe and playable.
7. Provide trash removal each day of the event and amply trash receptacles placed throughout the venue.
8. Ensure necessary staffing requirements for proper maintenance of the competition areas, spectator areas, and any other areas that may need attention.
9. Provide bleacher seating for spectators around each of the three competition sites. Seating required in addition to the existing on site bleachers may be added at the request of The FPHQ and cost of said bleacher seating will be split 50/50 with the CITY.
10. Groom athletic fields to ensure that they are competition ready before and between each game.
11. Provide a barrier between the spectators and the athletics fields.
12. Provide an overall site plan illustrating the complete site with dimensions or drawn to scale.
13. Provide parking for team vans and buses throughout the Event. Parking shall be provided at no charge for said vehicles.
14. Provide a 10x10 tent, 8ft table, and chairs behind each of the athletic fields for the score keepers and team support staff.
15. Provide field availability matrix for The FPHQ inclusive of field availability for games and practices.

**EXHIBIT 3
SPONSOR PROGRAM**

CITY SPONSORS

- 1) The CITY operates an annual sponsorship program for the Madeira Beach Recreation department.
- 2) CITY Sponsors are recognized on the outfield fence of each of the three (3) athletic fields as well as each of the backstops located between the dugouts on each of the three (3) athletic fields.
- 3) CITY sponsors banners and signage shall not be removed or covered for reason unless they affect playability or player safety.

THE FPHQ Sponsors

- 1) THE FPHQ reserves the right to operate an ongoing sponsorship program for the Event.
- 2) Event sponsors may be recognized by signage or banner on fence areas outside of those listed above. Banners and/or signage shall not interfere with view of the competition site.
- 3) Event sponsors may attend the Event for promotion related activities. Each sponsor shall be placed at the Event based on space availability and by written request from The FPHQ to the CITY.

**EXHIBIT 4
MEDICAL PROGRAM**

The CITY is responsible for providing the following for the EVENT.

- 1) 10x10 Tent for athletic trainers.
- 2) Access to Ice for player injury and first aid needs.
- 3) Access to AED (Located in the Concession Stand on site).
- 4) Access to Thorguard Lightning Prediction system website specific to Madeira Beach.

The FPHQ is responsible for providing the following for the EVENT.

- 1) Should the event elect to provide a certified athletic trainer onsite for the event, it shall be done at the expense of the event and at no cost of the City. This person shall be responsible for needs required by the athletes and coaches taking part in the EVENT.
- 2) Adherence to warning notifications provided by the Thorguard Lightning Prediction System. Thorguard shall be the minimum operating standard for the EVENT. The FPHQ and its officials reserve the right to follow elevated standards regarding lightning and inclement weather. Participants, Coaches, Officials, and the CITY shall be notified of these standards, in writing, prior to the EVENT.

Additional information:

Any emergencies in excess to items listed above shall be handled by calling 911.

**EXHIBIT 5
FEE SCHEDULE**

Fees will be applied for use of the facility by The FPHQ for the Event. Fees levied shall reflect occurrence of the descriptions listed below.

<u>NAME</u>	<u>DESCRIPTION</u>	<u>FEE</u>
Field Prep and Lining	Dragging, lining, and preparation of athletic field before each game. Applied per game.	\$45.00
Hourly Field Rental	Hourly rental of Athletic Field. Applied each hour field is used.	\$25.00
Staff Fee	Hourly fee per staff member on site for event.	\$25.00
Field Light Fee	Hourly fee per field for field lighting.	\$15.00
Umpire Room	Daily fee for use of room for umpires.	\$100.00
On Site Storage	Daily fee for use of concession closet for event related storage.	\$50.00
Dugout Water	Fee per field to provide ice water to each dugout. If provided by staff.	\$10.00
Cleaning Fee	Covers tipping fees of trash cans and supplies needed to keep facility clean.	\$100.00/day
Facility Rental Deposit	Non-Refundable deposit for each weekend of competition. Amount will be applied toward overall balance once event takes place. If the Event is cancelled, except in the event of weather, The FPHQ shall forfeit the deposit.	\$500.00