BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
Wednesday, February 08, 2023 at 2:00 PM
Commission Chambers

The Board of Commissioners of the City of Madeira Beach, Florida will meet in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below. Meetings will be televised on Spectrum Channel 640 and YouTube Streamed on the City's Website.

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE - City Attorney Thomas Trask**
3. **ROLL CALL**
4. **APPROVAL OF THE AGENDA**
5. **PROCLAMATIONS - Mayor/City Clerk**
6. **PRESENTATIONS (limited to 10 minutes each)**
7. **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. Please limit your comments to three (3) minutes and do not include any topic that is on the agenda. Public comment on agenda items will be allowed when they come up.

   For any quasi-judicial public hearings that might be on the agenda, an affected person may become a party to a quasi-judicial proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a notice of intent to be a party with the Community Development Director not less than five days prior to the hearing.

8. **CONSENT AGENDA**

   A. Approval of Meeting Minutes

9. **PUBLIC HEARINGS**

A. Ordinance 2023-04, Prescribing the Manner of Holding the March 14, 2023 Municipal Election and providing for the Polling Locations – 2nd Reading & Public Hearing

B. Ordinance 2023-08, Article V - Re-Adoption of Purchasing Code and Repeal of Ordinance 2021-03 - 2nd Reading & Public Hearing (City Attorney)

C. Ordinance 2023-11, Amending the Comprehensive Plan of the City of Madeira Beach to adopt the changes identified in the regularly scheduled Evaluation and Appraisal of the Comprehensive Plan – 1st Reading & Public Hearing

D. Ordinance 2023-14, Amendment to Chapter 54, Solid Waste - 1st Reading & Public Hearing

10. UNIFINISHED BUSINESS

11. CONTRACTS/AGREEMENTS

A. King of the Beach Fishing Tournament Contract with the Old Salt Fishing Foundation

B. Extension of Engineering Services Contract

C. Shumaker Advisors FL Services Agreement

D. State of Florida Department of Environmental Protection (DEP) - John's Pass Dredging Grant Agreement for $1,556,000

E. APTIM Environmental & Infrastructure, LLC, Agreement to perform various John's Pass Dredging Work

F. Duke Energy’s Binding Cost Estimate for the final Phase III of Gulf Blvd. Undergrounding Utilities

G. Stormwater Station Generator Replacement located at 14101 N Bayshore Dr.

12. NEW BUSINESS

A. Resolution 2023-01, FY 2023 Budget Amendment #1

13. STAFF REPORTS

14. AGENDA SETTING - February 22, 2023, BOC Workshop Meeting

A. Update (Ord2020-05), Slow Speed-Minimum Wake Zone

B. Parking Enterprise Update

C. City Manager's Monthly Report - January 2023

15. REPORTS/CORRESPONDENCE

A. **Board of Commissioners**

B. **City Attorney**

C. **City Manager**

D. **City Clerk**

16. 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 223 or fax a written request to 727-399-1131.

MINUTES

BOARD OF COMMISSIONERS
REGULAR WORKSHOP MEETING
DECEMBER 14, 2022
4:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 4:00 p.m. on December 14, 2022, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: John B. Hendricks, Mayor
Doug Andrews, Vice Mayor/Commissioner District 3
David Tagliarini, Commissioner District 1
Ray Kerr, Commissioner District 2
Dave Hutson, Commissioner District 4

MEMBERS ABSENT:

CITY STAFF PRESENT: Robin Gomez, City Manager
Clara VanBlargan, City Clerk
Lara Hooley, Executive Assistant to City Clerk
Thomas Trask, City Attorney

1. CALL TO ORDER

Mayor Hendricks called the meeting to order at 4:00 p.m.

2. ROLL CALL

City Clerk Clara VanBlargan called the roll.

3. PUBLIC COMMENT

Chuck Dillon, 529 Lillian Drive, said there were too many VRBOs (vacation rentals by owner), especially on Crystal Island. The Commission has been lowering the fines that have been levied against them, and it does not help the situation.

4. TOPICS FOR DISCUSSION

A. King of the Beach Fishing Tournament Contract with Old Salt Fishing Foundation.

Commissioner Tagliarini requested Agenda Item 4. H., Ordinance 2023-01 John's Pass Village Activity Center Plan, be discussed first. Mayor Hendricks said he would rather discuss the Item after Item A. since he had already announced it. The Board consented.

City Manager Robin Gomez said the existing agreement was in the fifth and final year, and they wanted to sign a new agreement for an additional five years with the same stipulations as follows:

- Old Salt Foundation must submit a special event application at least 60 days prior to the events.
- The City would be the event's headlining (top-billing) host sponsor.
- The City would be recognized as part of award presentations and photo opportunities.
- The City would waive fees for the use of the City's facilities.
- Old Salt Foundation provides a $2,500 payment for field restoration/preservation/aeration.
- Old Salt would provide the City a projected financial impact statement sixty (60) days upon event's conclusion.

Staff recommended renewal of the agreement with simplified terms.

Tom Verdensky, president of Old Salt Fishing Foundation, asked the City to waive some of the fees because they have been impacted by the following:

- Covid
- Event insurance has tripled
- Decline in spectators
- Increased parking fees
- Shuttle difficulties

Mayor Hendricks asked what the financial consideration was. Mr. Verdensky said they would rather donate money to the City than pay a fee. It would look much better for the organization. Amy Verdensky, marketing director of Old Salt Fishing Foundation, said they pay about $10,000.00 for both events. If they could reduce the EMS fee, the application fee, or the aeration fee they could give it back in a different way. She was hoping to get the total amount down to about $5,000.00.

The City Manager said there was a sizable economic impact to the City by hosting both tournaments.

Commissioner Tagliarini asked what facilities the City waived for the events. The City Manager said the venue, but Old Salt paid for the garbage.

Mr. Verdensky said they could sponsor an event to offset the cost instead of paying fees. It was easier for them to donate from a sponsor standpoint than to pay direct fees.

Commissioner Tagliarini asked what the simplified terms of the agreement were that staff recommended. The City Manager said it was the same terms in the original agreement.

Recreation Director Jay Hatch said prior to the contract the event was treated as a special event and they paid the special event fees. The contract put together five years ago turned out to be more work for staff. He suggested treating it as a special event.

Vice Mayor Andrews said Old Salt was involved all year and constantly donating to the City. They bring an economic impact to the City, and they would not lose money by waiving fees. Old Salt did not ask for fees to be waived during Covid.

Vice Mayor Andrews asked the type of projected financial impact statement they provided to the City. Director Hatch said he felt like it had a lot of information that had nothing to do with the contract. Vice Mayor Andrews said it was not the City's right to audit them. He suggested taking the field restoration fee and the financial impact statement out of the agreement. The Mayor agreed they did not need the financial impact statement.

Mayor Hendricks said the organization had been part of Madeira Beach, and he would like to see a ten-year agreement.

Commissioner Hutson said he wanted to go with the agreement as written. It was a lot of noise, garbage, and traffic.

Commissioner Tagliarini said he was inclined to accept the staff recommendation.

Commissioner Kerr said any costs to the City should come from the event's revenues. The event should pay for itself.

Vice Mayor Andrews said the City would aerate the field every year regardless of the event. They did not charge any other organization that held events there to aerate. The Mayor said it was normal maintenance of a ball field.

Commissioner Kerr asked what the EMS fees were. Director Hatch said it was about $3,000, and it was tied into an ordinance relating to public safety. Commissioner Kerr asked if it would be reasonable to maintain the EMS fees but absorb the $2,500 aeration fee. Mr. Verdensky said it was.

Fire Chief Clint Belk said the fees were to recover the overtime costs, which were about $2,300.

The consensus of the Board was to waive the $2,500.00 fee for the field restoration and continue to charge the EMS fee.

Mayor Hendricks opened to public comment.

Bill Gay, 423 150th Ave., said their IRS filings did not contain documentation of how expenses and revenues were handled. They brought in over a million dollars a year for the past several years but paid out less than ten thousand dollars a year to charity. Their biggest expense was typically in the $100,000 plus range to Squid Ink Productions, which is owned by the Verdensky family. He thought the fishing tournament was losing money, and they were using contributions from people to cover the loss. He proposed the City audit Old Salt's financial transactions for the last two years. The City needed to recoup all costs it incurred sponsoring the tournaments.

Amy Verdensky, Old Salt Fishing Foundation, said they were audited in 2020 by the IRS. Almost ninety percent of what they take in is entry fees, and they pay it back out in tournament winnings. The event pays itself back, and they report what they need to properly.

B. Ordinance 2023-01 John's Pass Village Activity Center Plan

This item was moved from Item 4. H.

ORDINANCE 2023-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE MADEIRA BEACH JOHN'S PASS VILLAGE ACTIVITY CENTER PLAN; PROVIDING FOR AN INTRODUCTORY STATEMENT OF PLAN PURPOSE AND OVERVIEW; PROVIDING FOR BACKGROUND HISTORY AND COMMUNITY ENGAGEMENT; PROVIDING FOR THE PLAN AREA, EXISTING AND PROPOSED USES AND DENSITY/INTENSITY STANDARDS, AND DISTINCT CHARACTER DISTRICTS; PROVIDING FOR TRANSPORTATION IMPACTS AND CONNECTIVITY; PROVIDING FOR COASTAL HIGH HAZARD AREA CONSIDERATIONS; PROVIDING FOR PLANNING AND URBAN DESIGN PRINCIPLES; PROVIDING FOR IMPLEMENTATION STRATEGIES; PROVIDING FOR TRANSMITTAL TO, AND CONSIDERATION BY, FORWARD PINELLAS AND THE COUNTYWIDE PLANNING AUTHORITY; PROVIDING FOR TRANSMITTAL TO THE FLORIDA STATE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THEIR REVIEW AND COMMENT; PROVIDING FOR THE FILING OF THIS AMENDMENT IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hendricks opened the floor for discussion.

Commissioner Tagliarini said he was not comfortable moving forward with the proposed activity center designation for the following three reasons:

- He observed many residents seemed to be confused about the specific details of the John's Pass Village Activity Center designation. He provided copies of questions from residents and the answers from City staff. He put out a survey to 54 residents in his district asking if they were in favor of passing proposed Ordinances 2023-01 and 2023-02. One resident was in favor, two were unsure, and the rest were against it.

- It was brought to his attention that some residents were concerned about the contract between Healey Consultant Services, LLC, and the City of Madeira Beach. He made a public records request for invoices and contracts between Healey Consultant Services LLC and the City for the last year. The amount paid between September 2021 and October 2022

was $42,145. Any contracts that exceeded $30,000 required Board approval. He asked City Attorney Trask for a written opinion and that was provided to the Board.

- It was brought to his attention Forward Pinellas was contacted concerning their authority over the City's designations for plans. Linda Fisher, principal planner of Forward Pinellas, responded with, "Neither Forward Pinellas nor Pinellas County has any authority to penalize the City for failing to amend its comprehensive plan to be consistent with the countywide plan."

Vice Mayor Andrews said there was so much misinformation online from people against the activity center. He read online that there would be 1,880 hotel rooms in John's Pass. That would be more than fifteen hotels the size of the Cambria, which has 125 rooms. Staff and the Planning Commission did their due diligence and approved and supported the plan. Activity Centers are a designation provided by the county to give flexibility to the City. The Mayor agreed.

Commissioner Tagliarini asked City Attorney Trask if he was prepared to respond to the contract issues with Healey Consultant Services, LLC. City Attorney Trask said it was not part of the agenda item, and he was waiting for additional information to be provided. Commissioner Tagliarini asked if he was concerned about possible litigation. City Attorney Trask said he was always concerned, but he did not see that happening. One solution would be to bring it back before the Commission to ratify the contract and every payment made.

David Healey, Healey Consultant Services LLC, and Andrew Morris, Planner/GIS Technician, reviewed the item and responded to questions and comments from the Board. The Planning Commission considered the plan at a public hearing and recommended approval of Ordinances 2023-01 and 2023-02. Staff offered a possible amendment to the first ordinance, which had to do with the discussion about the appropriate residential density in the transitional district. They proposed to reduce the dwelling units per acre from 24 to 18.

Mr. Healey said a correction was made in Table 4.6 to a parking count on 133rd Avenue West, where it showed more spaces than there actually were.

Staff recommended approval of 2023-01 and 2023-02.

Commissioner Kerr asked why the transitional district was included in the discussion. He thought the activity center was the triangle where the retail shops and restaurants are. Mr. Healey said the transitional district serves as a transition from the more central part of John's Pass Village to the periphery. Commissioner Kerr said he did not think of an activity center to include dwelling units. Mr. Healey said an activity center needed a combination of residential, temporary lodging, and commercial in order to prosper. It would not encourage more intensification. Six different character districts would be created and interrelated.

Commissioner Kerr asked if the FAR and density measurements of the dwelling units on the west side of Gulf Boulevard would have anything to do with what would be proposed in the plan. Mr. Healey said they are separate and distinct.

Commissioner Hutson said most residents were worried about hotels. The commercial core and traditional village districts make up eight acres, and if they put 100 lodgings per acre, that comes out to 800 hotel rooms. He asked if a PD was different from the maximum numbers. Mr. Healey said they were not and that they could apply for a planned development district, but the objective was not to necessitate a plan or zoning amendment. It would not be consistent with the plan because it calls for mixed-use.

Commissioner Hutson asked if there were any locations currently in John's Pass Village with lodging UPA of 75 or 100. Mr. Healey said the resort facilities medium would allow a range of 45 to 75. There were no buildings in the traditional village and commercial core districts with that high of a UPA.

Commissioner Tagliarini asked if a hotel could be built on the lot that Florida Parking currently rents near 128th Ave. The City Manager said a planned development would be needed. Mr. Morris said 60 temporary lodging units per acre would be allowed. Commissioner Tagliarini asked how it would change if it became an activity center. Mr. Healey said it would go to 75 temporary lodging units per acre as the standard and 100 with a bonus.

Mayor Hendricks opened to public comment.

Chuck Dillon, 529 Lillian Drive, said he was upset the Planning Commission meeting for the John's Pass Village Activity Center was scheduled for November 28th and not on December 5th. He did not know why they were rushing it. It was not under time restraints. He was going to ask a lot of questions at the meeting but did not attend the November 28th meeting. There was a lot of confusion and a lot of unanswered questions. Some affected parties were not heard from at the November 28th meeting. He was going to sign up to be an affected party, but it was not posted within the time frame to be able to fill out the paperwork. He was trying to stay ahead of it for the Commission, so they have more information.

Bill Gay, 423 150th Avenue, said it would be more of an inactivity center to sleep, eat, and drink. Properties are being bought up by developers and speculators who would tear down the two-story buildings and build higher. The intensity and density would be denser with many people and traffic. He would like to see the activity center do more for permanent residential people who would be ongoing participants in the democratic process. He called it the bulldozer kind of plan. Planned development does not control anything. The City planners and the Commission have violated most of the rules of the planned development process in terms of setbacks and height. Examples of that would be along the causeway with the Cambria Hotel, and now they want to put an accessory building there, which would not be allowed by ordinances, but it was approved. The setbacks for the two Karns' condos were not code compliant. The planners are not doing their job, and the Commission is not looking into issues to make sure the planners are following the ordinances. Bill Karns violated the setbacks, and the City did nothing to enforce the ordinances, while Tom Trask did not say a word through all of it.

Jerry Cantrell, 13322 First Street East, said he was one of the affected parties that were not allowed to speak. He had to work that night and came late and was told he could not speak. Mr. Gomez does a great job and has a great staff, but there is an appearance problem. The way to correct the

appearance problem is to communicate to the people. The way to fix the problem would be to reduce the UPA size and make it what it is currently is. It would prevent it from getting any larger, it would be a significant increase in size, and the transitional space goes into residential areas. It is not currently commercial retail.

C. R.O.C. Park – Water Fall Improvements

Recreation Director Jay Hatch reviewed the item and responded to questions and comments from the Board. They contacted ten companies and received one quote for $47,000 from Hollywood Pool Pros and a second quote that was higher. He was worried they would only get the two quotes or none at all if they went through the RFP process.

Mayor Hendricks asked if they should look at fiberglassing. Director Hatch said he got a quote for fiberglassing for $10,000, which did not include anything else, and the company did not seem interested in the job. The only color was white, which would stain.

Commissioner Tagliarini asked if the R.O.C. Park Foundation had any responsibilities in the park. Director Hatch said everything in the park was donated to the City. It is a City-owned facility and the City's responsibility to maintain it.

Mayor Hendricks said the park, in general, needed updating, and it was put in the budget. He thought it needed to be put out for an RFP. The City Manager said it would delay it at least three months, and they might not get any responses.

Commissioner Kerr asked if they were in this position because of a lack of upkeep on an annual basis. Director Hatch said they had a pool company looking after it when it began operating. It was difficult to keep balanced. Part of the proposal was to help keep it balanced and clean. Commissioner Kerr asked if they would be back to the same spot two years from now because they could not maintain it. Director Hatch said he hoped not.

Mayor Hendricks asked about using salt water. Director Hatch said that was an option. It would be easier to maintain; it would slow down the process.

Vice Mayor Andrews said they have the money in the budget. He wanted to move forward and get it done.

Mayor Hendricks said they might need to put out an RFP for maintenance for the park. Director Hatch said the pool company that services the Splash Pad and the pool at the Yacht Club did not want to give a quote to fix the fountain.

Commissioner Kerr said he was concerned about the long-term and keeping it nice. Director Hatch said they replaced the rocks with bricks because they would end up in the fountain. He thought a conversation about changing to salt water should be in the future.

Commissioner Hutson asked if the quotes constituted an RFP. City Attorney Trask said it did not. They could waive the RFP process if it were a sole provider or an emergency situation. It might

not be either situation because there were plenty of pool companies that did not want to do the job. His recommendation would be to do the RFP and speed it along.

Mayor Hendricks opened to public comment.

Chuck Dillon, 529 Lillian Drive, asked why they had to do an RFP when there were ten qualified companies that basically denied the work, and they would know what the prices were. The price would be increased, and the other companies would not submit a bid.

The Consensus of the Board was to go ahead with the RFP.

D. Rebuild Archibald Park Restroom Building Scope Approval

Public Works Director Megan Wepfer reviewed the scope approval for the engineering services to rebuild the bathroom structure. Pictures of the current bathroom and a structural assessment she did not agree with were included in the agenda packet. There is a lot of concrete spalding on the building, which is not repairable. The ramp and the facilities were not up to ADA standards. Rebuilding it would bring it up to ADA compliance. They would increase the number of stalls in each bathroom by one.

Director Wepfer said they found a restroom at Lake Seminole Park designed by Sofarelli & Associates, and with some modifications, it would fit Archibald Park. It would save the City a lot of money.

Mayor Hendricks asked if they needed to increase the number of stalls. Director Wepfer said they did because of heavy use there. Commissioner Hutson asked if they needed to add more than one. Director Wepfer said there was not enough room to add more than one.

Commissioner Hutson asked what they would do during the time it was being built. Director Wepfer said they would have a temporary restroom trailer.

Mayor Hendricks opened to public comment. There were no public comments.

The consensus of the Board was to move forward with it.

E. Area 5 Roadway and Drainage Project Scope Approval

Director Wepfer said they would be milling and resurfacing the roadway, curbs, and storm drains at 131st and 129th Avenues. An aerial map was provided in the agenda packet. Pelican Lane would not be included because of possible development.

Vice Mayor Andrews said it was already approved and asked if it was in the budget. Director Wepfer said it was. It would be a joint agreement with Pinellas County for the waterways.

Director Wepfer said she applied for a grant from Florida Job Growth which is still in review.

Mayor Hendricks opened to public comment. There were no public comments.

The consensus of the Board was to move forward with it.

Commissioner Tagliarini excused himself from the meeting to go to work.

F. Area 6A Roadway and Drainage Project Scope Approval.

Director Wepfer reviewed the item. It included milling and resurfacing, curb work, and storm drains on 155th Ave., 154th Ave., 153rd Ave., 1st St E., 2nd St E., Harbor Dr., and Municipal Dr. They received $1 million from the state for the project.

Commissioner Hutson said the neighbors were concerned about the slope. Director Wepfer said they would look into it.

Mayor Hendricks opened to public comment. There were no public comments.

The consensus of the Board was to move forward with it.

G. Discuss/Review Proposed Property Purchase for PW/Sanitation & Fleet Operations Usage

The City Manager said the item was to gauge the Board's interest in a parcel located at 4711 95th St. North so they could permanently relocate the PW/Sanitation and Fleet Operations. It would alleviate paying the $3,000 in rent they currently pay. The process would begin by obtaining an appraisal. If the appraisal came in above $5,000, then they would obtain a second appraisal. The owners would obtain their appraisal. He asked for direction from the Board.

Mayor Hendricks said he liked the looks of it if they could get it at the right price. In ten years, it could almost be paid for. Commissioner Kerr agreed. The building in the back of the property would be perfect.

Vice Mayor Andrews asked where the property was located. The City Manager said it was north of the Bay Pines Wawa on 95th St. North. It has two structures, one small structure used as a work room, and the main building would have enough space to accommodate the sanitation trucks and the mechanic. Commissioner Kerr said he understood it has large bay doors and a lot of power supplied to the building.

Mayor Hendricks opened to public comment. There were no public comments.

The consensus of the Board was to move forward with it.

H. Second Amendment Extension for Electrical Services

Director Wepfer said the City has been under contract with USA Voltage since 2019. They went out for bid, and the contractor has agreed to continue at the same prices quoted during the first bid process.

Mayor Hendricks said they had done a great job. Vice Mayor Andrews agreed.

Mayor Hendricks opened to public comment. There were no public comments.

The consensus of the Board was to move forward with it.

I. Ordinance 2023-01 John's Pass Village Activity Center Plan

This Item was moved to 4. B.

5. ADJOURNMENT

Mayor Hendricks adjourned the meeting at 6:00 p.m.

_____
John B. Hendricks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

DRAFT

MINUTES

BOARD OF COMMISSIONERS
REGULAR MEETING
DECEMBER 14, 2022
6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on December 14, 2022, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT:	John B. Hendricks, Mayor Doug Andrews, Vice Mayor/Commissioner District 3 Ray Kerr, Commissioner District 2 Dave Hutson, Commissioner District 4
MEMBERS ABSENT:	David Tagliarini, Commissioner District 1
CITY STAFF PRESENT:	Robin Gomez, City Manager Clara VanBlargan, City Clerk Thomas Trask, City Attorney

1. CALL TO ORDER

Mayor Hendricks called the meeting to order at 6:10 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

City Attorney Tom Trask gave the Invocation and led the Pledge of Allegiance.

3. ROLL CALL

City Clerk Clara VanBlargan called the roll.

4. APPROVAL OF THE AGENDA

Commissioner Hutson motioned to move Items 8C, Ordinance 2023-01, John's Pass Village Activity Center Plan, and 8D, Ordinance 2023-02, Amending FLUM to add John's Pass Village Activity Center, to the February 8, 2023, BOC Regular Meeting. Commissioner Kerr seconded the motion.

Vice Mayor Andrews asked if they were waiting for new information before voting. He thought they had enough information. Mr. Healey and staff had done an excellent job presenting it to them. Commissioner Hutson said he would like to have another public meeting to discuss concerns they heard and let the public know the City needed to do it to fit within the county plan. Vice Mayor

Andrews said he was concerned if they kept pushing it back and it got to March, there could be a new board seated, and they would have to go through it all again. That would be passing off responsibility.

Commissioner Kerr said he was not ready to vote because he did not have the time to digest the new information they received. He might want to propose a modification. He would vote against it if it remained on the agenda.

Mayor Hendricks said he was prepared to vote and was fine with it on the agenda.

Commissioner Hutson amended the motion to move Items 8C, Ordinance 2023-01, John's Pass Village Activity Center Plan, and 8D, Ordinance 2023-02, Amending FLUM to add John's Pass Village Activity Center, from February 8, 2023, to January 11, 2023. Commissioner Kerr seconded the motion.

ROLL CALL:

Commissioner Hutson	"YES"
Commissioner Kerr	"YES"
Vice Mayor Andrews	"YES"
Mayor Hendricks	"NO"

The motion carried 3-1.

Vice Mayor Andrews motioned to approve the agenda with the change of removing Items 8C, Ordinance 2023-01, John's Pass Village Activity Center Plan, and 8D, Ordinance 2023-02, Amending FLUM to add John's Pass Village Activity Center, and adding them to the January 11, 2023, Regular meeting. Commissioner Kerr seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Kerr	"YES"
Commissioner Hutson	"YES"
Mayor Hendricks	"YES"

The motion carried 4-0.

5. PROCLAMATIONS/PRESENTATIONS

5.1 PROCLAMATIONS – MAYOR/CITY CLERK

There were no proclamations.

5.2 PRESENTATIONS (limited to 10 minutes each)

There were no presentations.

6. PUBLIC COMMENT

There were no public comments.

7. CONSENT AGENDA

A. Approval of Minutes:

- **2022-10-26, BOC Workshop Meeting Minutes**
- **2022-11-09, BOC Regular Meeting Minutes**
- **2022-11-16, BOC Workshop Meeting Minutes**

Commissioner Hutson motioned to approve the Consent Agenda as written. Vice Mayor Andrews seconded the motion.

ROLL CALL:

Commissioner Hutson	"YES"
Vice Mayor Andrews	"YES"
Commissioner Kerr	"YES"
Mayor Hendricks	"YES"

The motion carried 4-0.

8. PUBLIC HEARINGS

A. Ordinance 2022-32, Proposed Amendment to City Charter, Section 2.2, Board of Commissioners Created; Qualification; Term of Office; and Vacancies, Subparagraph (B), Qualifications and Terms of Office, to provide that Commission Members shall have been Qualified Electors and Resident of the City of Madeira Beach for One (1) Year immediately prior to their Qualifying for Election – 2nd Reading and Public Hearing

City Attorney Tom Trask read Ordinance 2022-32 by title only:

ORDINANCE 2022-32

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, SUBMITTING TO THE ELECTORS OF THE CITY OF MADEIRA BEACH A PROPOSED AMENDMENT TO CITY CHARTER SECTION 2.2, BOARD OF COMMISSIONERS CREATED; QUALIFICATIONS; TERM OF OFFICE; AND VACANCIES, SUBPARAGRAPH (B), QUALIFICATIONS AND TERM OF OFFICE, TO PROVIDE THAT COMMISSION MEMBERS SHALL HAVE BEEN QUALIFIED

ELECTORS AND RESIDENT OF THE CITY OF MADEIRA BEACH FOR ONE (1) YEAR IMMEDIATELY PRIOR TO THEIR QUALIFYING FOR ELECTION; AND BY PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hendricks opened the floor for discussion.

Mayor Hendricks said he had no problems with it.

Commissioner Hutson said it was voted on by the citizens to change the Charter, and it was approved. There was another place in the Charter that mentioned it, so they needed to do it. They would not be changing anything. City Attorney Trask said it was to make things consistent.

Mayor Hendricks opened to public comment. There were no public comments.

Vice Mayor Andrews motioned to pass Ordinance 2022-32, Proposed Amendment to City Charter, Section 2.2, after second reading and public hearing. Commissioner Hutson seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Hutson	"YES"
Commissioner Kerr	"YES"
Mayor Hendricks	"YES"

The motion carried 4-0.

B. Ordinance 2022-33, Proposed Amendment to City Charter Section 5.5, City Treasurer to provide that the Board of Commissioners may delegate to a contractor or firm to perform the services of the Director of Finance and City Treasurer – 2nd Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2022-23 by title only:

ORDINANCE 2022-33

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, SUBMITTING TO THE ELECTORS OF THE CITY OF MADEIRA BEACH A PROPOSED AMENDMENT TO CITY CHARTER SECTION 5.5, CITY TREASURER, TO PROVIDE THAT THE BOARD OF COMMISSIONERS MAY DELEGATE TO A CONTRACTOR OR FIRM TO PERFORM THE SERVICES OF THE DIRECTOR OF FINANCE AND CITY TREASURER; AND BY PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hendricks opened the floor for discussion.

Commissioner Hutson said they were changing the Charter to say they would be allowed to use a contractor for finance, which is what they have been doing. They were doing it to save money, and it was legal.

Mayor Hendricks opened to public comment. There were no public comments.

Vice Mayor Andrews motioned to pass Ordinance 2022-33, Proposed Amendment to City Charter Section 5.5, after second reading and public hearing. Commissioner Hutson seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Hutson	"YES"
Commissioner Kerr	"YES"
Mayor Hendricks	"YES"

The motion carried 4-0.

C. Ordinance 2023-01, John's Pass Village Activity Center Plan – 1st Reading & Public Hearing

The Item was moved to the January 11, 2023, BOC Regular meeting.

D. Ordinance 2023-02, Amending FLUM to add John's Pass Village Activity Center – 1st Reading & Public Hearing

The Item was moved to the January 11, 2023, BOC Regular meeting.

E. Ordinance 2023-03, Capital Improvement Program (CIP) – 1st Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-03 by title only:

ORDINANCE 2023-03

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2023 THROUGH 2027; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Hendricks opened the floor for discussion.

Andrew Morris, Community Development staff, said each fiscal year, the City is required by Florida Statutes and the City's comprehensive plan to amend the 5-year Capital Improvements Plan (CIP) and update the Capital Improvements Element of the Comprehensive Plan. The Planning Commission recommended the Ordinance to the Board for first reading. Forward Pinellas reviewed the Ordinance and said it was not impacted by the countywide rules.

Mr. Morris stated the fiscal impacts:

- $11,70,000 for FY 2023
- $12,923,000 for FY 2024
- $5,150,000 for FY 2025
- $225,000 for FY 2026
- $225,000 for FY 2027

Staff recommends the Board approve Ordinance 2023-03 to go to a second reading.

The City Manager said it was approved for the budget for the current fiscal year. Mayor Hendricks said it could always be amended.

Mayor Hendricks opened to public comment. There were no public comments.

Vice Mayor Andrews motioned to pass Ordinance 2023-03, Capital Improvement Program (CIP), after first reading and public hearing. Commissioner Hutson seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Hutson	"YES"
Commissioner Kerr	"YES"
Mayor Hendricks	"YES"

The motion carried 4-0.

F. Ordinance 2023-05, Fees and Collection Procedure Manual -1st Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-05 by title only:

ORDINANCE 2023-05

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE FEES AND COLLECTIONS PROCEDURES MANUAL THAT WAS AMENDED BY ORDINANCE 2022-23, PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

City Attorney Trask made one change to the ordinance. There was a typographical error in the "PASSED AND ADOPTED" section. It should read "PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _ DAY OF ___, 2023" instead of "PASSED AND ADOPTED, following a first reading and public hearing, this _ day of ___, 2023 by the Board of Commissioners of the City of Madeira Beach, Florida." He wanted to remove the reference that it would be approved following the first reading; it would require two public hearings.

Mayor Hendricks asked if it was for the $5 increase in the recycling fees. The City Manager said it was. The new vendor, Waste Pro, would be providing 64-gallon containers as opposed to 18-gallon containers. Mayor Hendricks asked when the containers would go out. Director Wepfer said the transition period would start the week of December 19th, and Waste Connections would pick up the 18-gallon containers on their last service date on December 28th.

Commissioner Kerr asked if people should leave their containers in the driveway if they were on vacation for Christmas. Director Wepfer said they could, but they would be collecting them for a few weeks.

Mayor Hendricks asked if they were going to be collecting the same day as they emptied the recycling. Director Wepfer said yes. Waste Connections and Waste Pro would be working together on the transition.

Vice Mayor Andrews asked how the information would be put out to the public. Director Wepfer said they sent out flyers to commercial and residential accounts.

Financial Consultant Andrew Laflin said it included a $5 increase from $31.27 to $36.27 and an additional $14 per month for an additional cart.

Mayor Hendricks opened to public comment. There were no public comments.

Vice Mayor Andrews motioned to pass Ordinance 2023-05, Fees and Collection Procedure Manual, after first reading and public hearing. Commissioner Hutson seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Hutson	"YES"
Commissioner Kerr	"YES"
Mayor Hendricks	"YES"

The motion carried 4-0.

G. ABP 2022-03 Frabotta's Beach Kitchen Saltwater Hippie Bar

City Attorney Tom Trask read the City's code stating the procedures for the quasi-judicial hearing and asked the Commissioners if they had any ex parte communication or conflicts of interest to disclose. There were none.

The City Attorney read the list of affected parties and administered the Oath to those present to speak on the item.

Applicant presentation

Bill Karns, 11055 9th Street East, Treasure Island, said he owns the buildings on the triangle and had a tenant move out. After hurricane Ian, they held a special event there to raise money, food, and supplies for the victims. Their intent would be to hold special events in the vacant building once or twice a month with bands and alcoholic beverages. They currently have Frobattas Beach Kitchen and Saltwater Hippie Bar, so it would be an extension of the premise.

Commissioner Hutson asked for an update on the block being torn down. Mr. Karns said they were in the final stages of their plans. It would be exactly what was approved in 2017. They had site plan approval with 29,000 square feet of retail and two floors of parking. They committed to Marriott to bring a Marriott Autograph Collection, which would be a condo-hotel run as a Marriott. Scraping of the ground would be sometime in September 2023, so the application would be for a short period.

Commissioner Hutson asked if they were going to knock a door between the two buildings. Mr. Karns said no, and it would only be open for one or two events per month. Commissioner Hutson asked if it would be an open front. Mr. Karns said no.

Mayor Hendricks asked if they could move the bands inside. Mr. Karns said the facility would not allow for it. There is a temporary bar and no seating.

Response questions and concerns

Wayne McKenney, 15000 Gulf Boulevard, said he lives directly across the street from the outside band, and the buildings do not stop any noise. He asked Mr. Karns why he could not apply to go indoors at the vacant building. Mr. Karns said it would not be feasible to bring the bands inside because the facility is not set up for it.

Fred Eastwood, 15000 Gulf Boulevard, asked Mr. Karns if the application was only for eight months. Mr. Karns said it would be temporary but could be delayed a month. Mr. Eastwood asked if there were plans for live entertainment in the new complex. Mr. Karns said there would be locations in the 28,000 square feet for bars and a restaurant. Mr. Eastwood asked if it would be outdoors. Mr. Karns said it would be indoors. There would not be a rooftop, but the hotel would own the fourth floor, which has a pool deck with an indoor-outdoor restaurant. Mr. Eastwood asked Mr. Karns if he knew if the City had the ability to offer a limited-time approval through September, and Mr. Karns said he did not know.

City staff presentation

Background

Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2022-03, is requesting authorization from the Board of Commissioners for the approval of a Special Food Service Establishment (4COP) alcoholic beverage license with stated intent to sell beer, wine, and liquor for consumption on premise at Frabotta's Beach Kitchen & Saltwater Hippie Beach Bar, 15031 Gulf Boulevard, 15042 Madeira Way, 15040 Madeira Way, Madeira Beach, Florida 33708. This application is being made, pursuant to Sec. 110-534 of the City of Madeira Beach Code of Ordinances, as a result of the applicant's request to enlarge the area where alcoholic beverages are sold.

Section 110-534 of the Madeira Beach Code of Ordinances requires approval of the Board of Commissioners to enlarge the area for the sale of alcoholic beverages, including consideration of all requirements under Section 110-532.

Pursuant to Section 110-539, the Notice of Public Hearing has been properly sent to all property owners within 300 feet of the subject property 15 days prior to the scheduled consideration by the Board of Commission. Such notice has also been posted on the subject property.

Discussion

Sec. 110-532, requires when considering the alcoholic beverage application, the Board of Commissioners shall consider the following factors. Staff analysis follows each factor:

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.**

Section 110-534 of the Madeira Beach Code of Ordinances requires properties that propose to enlarge the area for the sale of alcoholic beverages to file a new petition for alcoholic beverage zoning with the Board of Commissioners. Frabotta's Beach Kitchen & Saltwater Hippie Beach Bar are located in the Madeira Beach Town Center Special Area Plan Commercial Core District, which is an area focused on commercial and commercial/mixed use. It is one of the main commercial areas of Madeira Beach. The properties are zoned PD, Planned Development. The applicant currently has a Special Food Service Establishment (4COP) Alcoholic Beverage License that was approved in 2019. The applicant proposes to expand their alcohol use to an adjacent commercial structure where entertainment like concerts would be held inside the structure. Within the structure are five high top tables, a stage, and a small bar to prepare beverages. The type of alcohol license would stay the same and still would need to meet the restaurant requirements located in *Sec. 110-527* of the Madeira Beach Code of Ordinances. The proposed expansion would be compatible with neighborhood since it is a commercial focused area.

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.

The proposed Frabotta's Beach Kitchen & Saltwater Hippie Beach Bar expansion would be within an existing commercial structure that is adjacent to existing alcoholic beverage zoning. Frabotta's Beach Kitchen & Saltwater Hippie Beach Bar are located in the Madeira Beach Town Center

Special Area Plan and Madeira Way Town Center Parking Area. This is a special parking area that only requires 50% of the usually required parking. There is adequate parking for this type of use.

3.Whether or not the proposed use is compatible with the location for which it is proposed.

These establishments are in the Madeira Beach Town Center Special Area Plan Commercial Core District, which is one of the main commercial areas in Madeira Beach. The properties are zoned PD, Planned Development. These establishments are not located within three hundred feet of a church, synagogue, temple, or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. The proposed use would be compatible with the location.

4.Whether or not the proposed use will adversely affect the public safety.

Frabotta's Beach Kitchen & Saltwater Hippie Beach Bar currently have a Special Food Service Establishment (4COP) Alcoholic Beverage License that was approved in 2019. The type of acholic beverage license use would not be changing. The square footage where alcohol would be sold would expand. The applicant is required to stay in compliance with the restaurant requirements located in Sec. 110-527 of the Madeira Beach Code of Ordinances. The proposed expansion would not 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.

The applicant has no outstanding fines or penalties owed to the City under any section of the Code.

Fiscal Impact
N/A

Recommendation(s)
Staff recommends approval with the following conditions:

1. Records that show that the applicant has been compliant with the restaurant requirements in Sec. 110-538. - Record keeping and reporting requirements, and *Sec. 110-527. – Classifications* in the Madeira Beach Code of Ordinances.

2. Activity related to alcohol use at 15040 Madeira Way must be contained within the structure and cannot be done outside.

3. Live entertainment at 15040 Madeira Way must be contained within structure and cannot violate *Sec. 34-87. – Enumeration* in the Madeira Beach Code of Ordinances.

Response questions and concerns

DRAFT

Fred Eastwood, 15000 Gulf Boulevard, asked Mr. Morris how the character of the existing neighborhood was defined. It sounded like the residences within 300 feet were not acknowledged. Mr. Morris said their recommendation stated the use would be indoors, which was in consideration of the nearby residences. Mr. Eastwood asked how many residents were notified of the public notice, and Mr. Morris said he did not have the exact number, but he included all residences three hundred feet from each of the three parcels. Mr. Eastwood asked if there was a reference to an outdoor stage in the original application for the Saltwater Hippie Beach Bar. Mr. Morris said he was not working for the City at that time and could not find it in the minutes.

Affected party presentations

Danette [last name?] read an email she wrote in February 2022 addressed to the City Manager, Mayor Hendricks, and Commissioner Hutson. It was a formal complaint regarding the music that came from Saltwater Hippie Beach Bar.

Wayne McKenney, 15000 Gulf Boulevard, read an objection letter from the Ocean Sands Board of Directors to Mr. Morris and asked that it be placed on record. He read a second letter from an owner at Ocean Sands who could not be in attendance. He said they were not getting noise from the Cambria but from the outside stage at the Saltwater Hippie Beach Bar. The outside stage was erected without permission.

Jeff Rouse, 15000 Gulf Boulevard, said he was the past president of the Board at Ocean Sands. He asked if the Board received copies of the correspondence and the City Attorney said he placed it on the dais for each Board member. Mr. Rouse said the number one complaint of residents of Ocean Sands during his term was the constant noise from various venues. They were starting to see an economic fallout from real estate agents telling prospective buyers about the temporary noise. A solution would be to have the bands play inside the vacant facility and put a door between the two buildings. A group of owners from Madeira Beach Yacht Club, Ocean Sands, and Sereno feel that litigation could be the only way to get compensation for the loss of use of their properties.

Fred Eastwood, 15000 Gulf Boulevard, said he provided a packet of evidence for the Board. He read a statement for public record and submitted it into evidence with the City Clerk.

Public comments

There were no public comments.

Rebuttal testimony by the applicant

Mr. Karns said the kitchen at Frobotta's Beach Kitchen stayed open past the dining room hours of 9:30 p.m. on weekdays and 10:00 p.m. on weekends. They would continue to serve food long as the bar was open. He would be happy to present the Board with the food versus alcohol sales volumes. They had one noise complaint in the six years it has been open. The stage in the courtyard was permitted but not with the original application because they only served beer and wine and did not have music. They would address the music on the weekends, but the hearing was about extending the alcohol permit to the former Sinbad's location, not the courtyard.

The City Attorney said the public portion of the meeting was closed. It was back to the Commission for a motion.

Commissioner Hutson was concerned about the lighting on Madeira Way and people not using the crosswalk. People were popping out from between cars which made it scary driving through the area.

Vice Mayor Andrews said they were the legislative body, and they should make their decision based on the Charter and the Code. The Administration should handle the noise complaints and enforcement of the Codes. It was not just about Saltwater Hippie Beach Bar. Whatever the vote would be should be based on the new venue that would host special events one to two times per month. He appreciated all the concerns but thought they should all be neighborly and have a discussion to figure things out, so it did not come to the Board.

Commissioner Kerr said the noise of the outdoor venue was an issue, but he agreed with Vice Mayor Andrews that was not being asked. What was being asked would not increase noise issues. They needed to vote based on what was requested.

Commissioner Kerr motioned to pass ABP 2022-03, Frabotta's Beach Kitchen Saltwater Hippie Bar, with staff recommendations. Vice Mayor Andrews seconded the motion.

ROLL CALL:

Commissioner Kerr	"YES"
Vice Mayor Andrews	"YES"
Commissioner Hutson	"NO"
Mayor Hendricks	"YES"

The motion carried 3-1.

9. UNFINISHED BUSINESS

10. CONTRACTS/AGREEMENTS

A. Approve Outside Counsel – Recreation Center and Fire Station Construction Issues

City Attorney Trask reviewed the item and said the City hired Michael Biller of Biller Reinhard Engineering Group to evaluate the settlement issues to the Recreation Center and Fire Station. The City retained BTL Engineering Services to complete a subsurface investigation to determine why it was happening. He and the City Manager were talking with Carlton Fields Law Firm and believed it would be appropriate to hire them to handle the issue. They were asking the following three things of the Board:

- To approve retaining the representation of Carlton Fields for the settlement issue.

DRAFT

- Authorize the City Manager to sign the fee representation agreement with Carlton Fields.
- Begin the statutory 558 notice process. If that did not result in a resolution with the contractor or the architect, then Carlton Fields would have the authority to file suit against the responsible entity.

Mayor Hendricks said there was too much damage and was ok moving forward with it. Vice Mayor Andrews agreed. Commissioner Kerr said he would support it.

Mayor Hendricks opened to public comment. There were no public comments.

Commissioner Hutson motioned to approve outside counsel, Carlton Fields Law Firm, for the Recreation Center and Fire Station construction issues, to authorize the City Manager to sign the agreement, to begin the 558 notice process, and to file a lawsuit if a conclusion is not reached. Vice Mayor Andrews seconded the motion.

ROLL CALL:

Commissioner Hutson	"YES"
Vice Mayor Andrews	"YES"
Commissioner Kerr	"YES"
Mayor Hendricks	"YES"

The motion carried 4-0.

B. King of the Beach Fishing Tournament Contract with the Old Salt Fishing Foundation

The City Manager said, as discussed at the 4:00 p.m. workshop, they would proceed with either a 5-year or a 10-year agreement. Old Salt Fishing Foundation would hold the events and reimburse the City for Fire EMS and sanitation. He asked the Board for direction on a 5-year or 10-year agreement.

Mayor Hendricks said he would like a long-term contract. It brings a lot of business and goodwill to the City.

The City Manager said they would bring back an agreement to the January 11, 2023, BOC Regular Meeting for a vote.

Commissioner Kerr said he would like to see a 10-year agreement. Vice Mayor Andrews agreed and said he would like to see them locked in for a while.

Mayor Hendricks opened to public comment. There were no public comments.

The consensus of the Board was to bring back a 10-year contract with Old Salt Fishing Foundation to the January 11th regular meeting for a vote.

C. Refuse Truck Modifications and Container Purchase

The City Manager reviewed the item and asked for approval to purchase the lifts for the back of the sanitation trucks and the 64-gallon trash containers. Director Wepfer said it was for final approval.

The City Manager said the cost for 2,000 64-gallon containers was $115,871.86 and $35,350 for three sets of cart tippers, including parts and labor. Director Wepfer said they would begin to get them out in March.

Vice Mayor Andrews said he looked at Commissioner Tagliarini's resident survey, and it was basically tied. The reason for people wanting the 64-gallon containers was convenience, and the 96-gallon containers seemed more for necessity. If they do not buy the 96-gallon containers, then maybe they should not buy the 64-gallon ones. They would have the same amount of people on the truck. If they would do the 64-gallon containers instead of the 96-gallon containers, would it be fair to charge people for another 64-gallon container. It would only be another $8,000 for the bigger ones. If a second one is needed, then they could justify charging a monthly fee. There has not been overwhelming support for either container. He thought they would need more 64-gallon containers, and it would end up costing more money. Mayor Hendricks said if they get additional containers, they will also get the revenue for it.

The City Manager said the recycling containers were increasing in size, and the theory was less trash would be thrown into the containers and more into the recycling containers.

Commissioner Kerr said he got a lot of pushbacks from people not wanting the big container, and the 64-gallon was manageable. An additional $14 for a second container that the City would maintain is a good number. It would be a more uniform look throughout the City. He thought the 64-gallon was a good size.

Mayor Hendricks opened to public comment. There were no public comments.

Commissioner Kerr motioned to approve the purchase of 2,000 64-gallon containers and three sets of cart tippers. Commissioner Hutson seconded the motion.

ROLL CALL:

Commissioner Kerr	"YES"
Commissioner Hutson	"YES"
Vice Mayor Andrews	"NO"
Mayor Hendricks	"YES"

The motion carried 3-1.

D. Second Amendment Extension for Electrical Services

The City Manager said the item was discussed at the workshop meeting at 4:00 p.m.

DRAFT

Vice Mayor Andrews said he dealt with USA Voltage, LLC, and never had a problem with them.

Mayor Hendricks opened to public comment. There were no public comments.

Vice Mayor Andrews motioned to approve the second amendment extension for electrical services. Commissioner Kerr seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Kerr	"YES"
Commissioner Hutson	"YES"
Mayor Hendricks	"YES"

The motion carried 4-0.

E. Area 5 Roadway and Drainage Project Scope Approval

The City Manager said the item was discussed at the workshop meeting at 4:00 p.m.

Mayor Hendricks opened to public comment. There were no public comments.

Vice Mayor Andrews motioned to approve the Area 5 Roadway and Drainage Project Scope. Commissioner Hutson seconded the motion.

The City Attorney said they needed to make sure Area 5 and Area 6A Roadway and Drainage Scopes fall under task orders for the continuing contract they have with the contractor. If the continuing contract was not in existence, they would need to make sure they had an amendment to extend it. The City Clerk had made him aware the continuing contract had expired in January 2022. If the project scopes were approved, he suggested they confirm the continuing contract was still in existence so the task order could be done without going out for an RFQ or RFP.

Mayor Hendricks said if that was the case, they had already discussed having it go out for an RFP. He asked if they should push it to January or February to see what they would be doing about an engineering firm. The City Manager said they would not have the RFP back by January.

The City Attorney asked to be provided with the original contract issued through the RFQ process. The City Clerk said she thought there were two one-year renewal options.

Mayor Hendricks said he would like to see it go out to RFP because he questioned the billing from the current engineering firm. There were excessive charges on the Crystal Island project.

The City Attorney said it would be either a motion to table or a motion to postpone.

Vice Mayor Andrews motioned to postpone Area 5 Roadway and Drainage Project Scope Approval. Commissioner Kerr seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Kerr	“YES”
Commissioner Hutson	"YES"
Mayor Hendricks	"YES"

The motion carried 4-0.

F. Area 6A Roadway and Drainage Project Scope Approval

Commissioner Kerr asked if they could add conduit to either Area 5 or Area 6A Roadway and Drainage Scopes. Director Wepfer said that was a different consultant, but they would work collectively. They have a meeting set up with Duke Energy to talk about it.

Mayor Hendricks opened to public comment. There were no public comments.

Vice Mayor Andrews motioned to postpone Area 6A Roadway and Drainage Project Scope. Commissioner Kerr seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Kerr	"YES"
Commissioner Hutson	“YES”
Mayor Hendricks	"YES"

The motion carried 4-0.

G. Rebuild Archibald Park Restroom Building Scope Approval

The City Manager asked the Board to table the item because they needed to comply with Florida Statutes regarding the Consultant’s Competitive Negotiations Act.

Mayor Hendricks opened to public comment. There were no public comments.

Vice Mayor Andrews motioned to postpone the rebuild of Archibald Park Building Scope. Commissioner Kerr seconded the motion.

ROLL CALL:

Vice Mayor Andrews	“YES”
Commissioner Kerr	"YES"

DRAFT

Commissioner Hutson "YES"
Mayor Hendricks "YES"

The motion carried 4-0.

11. NEW BUSINESS

12. STAFF REPORTS

There were no staff reports.

13. AGENDA SETTING

January 25, 2023, BOC Regular Workshop Meeting

1. **Update – Comprehensive Plan (Jerry Murphy)**
2. **Update – Ordinance 2020-05, Slow Speed-Minimum Wake Zone**
3. **Update – John's Pass Dredging**
4. **Frequency of City Public Fireworks Displays**

Added items to the workshop meeting agenda:

Mayor Hendricks
1. Proposed ordinance requiring the return of trash containers

Commissioner Kerr
1. Purchase of the property located at 4711 95th St. N.

The City Manager said he would add it to the agenda if he gets information on it.

14. REPORTS/CORRESPONDENCE

A. Board of Commissioners

Mayor Hendricks said he received an invitation to the Governor's Inauguration on January 3, 2023.

B. City Attorney

The City Attorney wished the Board a Merry Christmas and thanked them for the opportunity to represent the City this year.

C. City Manager

The City Manager reviewed the City Manager's Report for November.

DRAFT

Mayor Hendricks thanked the City Manager for the fabulous job done, and said morale has not been higher.

D. City Clerk

The City Clerk reported that the Candidate Qualifying Period would end on Friday, December 16th, at noon. Three candidates have qualified so far, but there were more working on it. The two qualified candidates for Mayor were Vice Mayor Andrews and Jim Rostek. The qualified candidate for Commissioner District Four was Anne-Marie Brooks. There were a couple for District Three working on qualifying.

The City Clerk gave an update on the new software purchased in the City Clerk's office: Municode Meeting, Laserfiche, Barracuda and said she welcomed feedback.

15. ADJOURNMENT

Mayor Hendricks adjourned the meeting at 8:14 p.m.

_____
John B. Hendricks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

DRAFT

MINUTES

BOARD OF COMMISSIONERS
REGULAR MEETING
JANUARY 11, 2023
6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on January 11, 2023, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: John B. Hendricks, Mayor
Doug Andrews, Vice Mayor/Commissioner District 3
David Tagliarini, Commissioner District 1
Ray Kerr, Commissioner District 2
Dave Hutson, Commissioner District 4

MEMBERS ABSENT:

CITY STAFF PRESENT: Robin Gomez, City Manager
Clara VanBlargan, City Clerk
Lara Hooley, Executive Assistant to City Clerk
Thomas Trask, City Attorney

1. CALL TO ORDER

Mayor Hendricks called the meeting to order at 6:00 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

City Attorney Tom Trask gave the Invocation and led the Pledge of Allegiance.

3. ROLL CALL

City Clerk Clara VanBlargan called the roll.

4. APPROVAL OF THE AGENDA

Commissioner Tagliarini requested Item 9A., Ordinance 2023-01 John's Pass Village Activity Center Plan, and Item 9B., Ordinance 2023-02 Amending FLUM to add John's Pass Village Activity Center, be removed from the agenda until they could come up with a plan the residents could support for the following reasons:

- The John's Pass Village Activity Center was created by a planner not approved by the Board, and an RFP was not issued for his hiring.

- A letter received by Mayor Hendricks from the State Department of Economic Opportunity suggested the Activity Center failed to identify land use types and the densities and intensities of land use as required by Florida Statutes. The letter was not shared with the Board and has not been part of the discussion.

- He sent specific questions from residents to the City Manager regarding the project. He emailed the answers to the residents so they could make an informed decision. He surveyed the residents on how they wanted him to vote on the items. Of the 110 residents who responded, one was in favor, five were not sure, and 105 were not in favor of the project.

Vice Mayor Andrews said he was against pulling it off the agenda. It could be discussed and voted on and go from there. Mayor Hendricks agreed; it has been going on too long.

Commissioner Hutson agreed to leave it on the agenda because there was no direction change from the Planning Commission. If they wanted changes, it would be up to the Board.

Commissioner Kerr wanted to keep it on the agenda because it was a good opportunity for discussion.

Vice Mayor Andrews motioned to approve the Agenda as written. Commissioner Hutson seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Hutson	"YES"
Commissioner Kerr	"YES"
Commissioner Tagliarini	"NO"
Mayor Hendricks	"YES"

The motion carried 4-1.

5. PROCLAMATIONS

A. National Mentoring Month; January 2023

Mayor Hendricks read a proclamation proclaiming January 2023 as National Mentoring Month.

6. PRESENTATIONS (limited to 10 minutes each)

There were no presentations.

7. PUBLIC COMMENT

DRAFT

John Lipa, 399 150th Avenue, said Megan Wepfer was outstanding. She did an excellent job getting the new contract with the new recycling provider and kept him informed as vice president of their condo association.

Vivian McDowell, 910 Bay Point Drive, said her flood insurance went from $1,900 last year to $3,800 this year for the same amount of coverage. She asked if the Board could help. Mayor Hendricks said the City did not have a hand in it.

Amanda Baldwin, 519 John's Pass Avenue, asked the City to conduct an assessment of the City's Community Development Staff, specifically the Planning and Zoning Department. The residents pay the salaries of four employees plus a consultant, and they do not work five days a week. There are systemic issues, and if the City was aware and chose not to address them, it would be either complicit to the work environment or negligent. The taxpayers deserved better.

8. CONSENT AGENDA

A. Approval of Minutes

9. PUBLIC HEARINGS

A. Ordinance 2023-01, John's Pass Village Activity Center Plan – 1st Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-01 by title only:

ORDINANCE 2023-01

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE MADEIRA BEACH JOHN'S PASS VILLAGE ACTIVITY CENTER PLAN; PROVIDING FOR AN INTRODUCTORY STATEMENT OF PLAN PURPOSE AND OVERVIEW; PROVIDING FOR BACKGROUND HISTORY AND COMMUNITY ENGAGEMENT; PROVIDING FOR THE PLAN AREA, EXISTING AND PROPOSED USES AND DENSITY/INTENSITY STANDARDS, AND DISTINCT CHARACTER DISTRICTS; PROVIDING FOR TRANSPORTATION IMPACTS AND CONNECTIVITY; PROVIDING FOR COASTAL HIGH HAZARD AREA CONSIDERATIONS; PROVIDING FOR PLANNING AND URBAN DESIGN PRINCIPLES; PROVIDING FOR IMPLEMENTATION STRATEGIES; PROVIDING FOR TRANSMITTAL TO, AND CONSIDERATION BY, FORWARD PINELLAS AND THE COUNTYWIDE PLANNING AUTHORITY; PROVIDING FOR TRANSMITTAL TO THE FLORIDA STATE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THEIR REVIEW AND COMMENT; PROVIDING FOR THE FILING OF THIS AMENDMENT IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

The City Manager reviewed the item and stated the purpose as follows:

- To establish the standards and means to preserve and rebuild the existing character, uses, and density/intensity of John's Pass Village in the event of a disaster.
- To reconcile inconsistencies among existing land use characteristics in the City Comprehensive Plan and the Countywide Rules Standards.
- To provide for consistency and enhancement in the Activity Center for future improvement, revitalization, and potential redevelopment within the Village.

Andrew Morris, Planner and GIS Technician, gave a PowerPoint presentation related to Ordinances 2023-01 and 2023-02, which included the following:

The Introduction

Commissioner Tagliarini asked Mr. Morris if the plan was implemented would it require an amendment to the countywide plan. Mr. Morris said it would require a map amendment.

Commissioner Tagliarini asked if the City could adopt a policy in the Comprehensive Plan that would allow post-disaster redevelopment up to the pre-existing level of development. Mr. Morris said that was the conclusion in Mr. Charles Gauthier's report. Commissioner Kerr asked Mr. Morris to comment on Mr. Gauthier's report. Mr. Morris said the information within the numbers was accurate, but it was based off of assumptions.

Vice Mayor Andrews said they needed to decide if they were going to allow Mr. Gauthier's analysis to be submitted. He talked to Mr. Gauthier, FAICP, and asked who hired him, how much he got paid, and what the contract was for. He got paid $3,000 to write the report for someone who was against the project. They did not have anything to verify the report. They were being asked to come up with a plan to create an activity center to establish the standards and means to preserve and rebuild the existing character, uses, and density and intensity of John's Pass Village in the event of a disaster. They needed to focus on what they were being asked to do.

Commissioner Tagliarini asked Mr. Morris if he said the numbers were correct in Mr. Gauthier's report. Mr. Morris said they were, but Mr. Gauthier reduced what is currently allowed in that area which would be unfair to current property owners, and it would make a lot of structures non-conforming.

Commissioner Tagliarini asked if it would be possible to modify the activity center designation to preserve the existing impervious surface ratio, floor area ratio, units per acre, and height restrictions. Mr. Morris said the ordinance did not impact existing zoning, and a zoning ordinance would be needed to change the zoning. The ordinance was focused on residential density, character density, lodging density, and floor area and had regulations by character district. The character districts are being proposed. They allow set standards based on the specific area. The plan provided opportunity for redevelopment, it would not hurt the community, and it would make it stronger.

Mayor Hendricks said the increases in John's Pass Village would need to go through a PD. Height restriction would be in the future zoning ordinance.

Mayor Hendricks opened the floor to public questions and comments.

John Lipa, 399 150th Avenue:

- He would like to see Mr. Gauthier's report vetted and melded into the existing work so they could have a plan everyone could live with.
- He did not understand how the traffic would be less after the improvements were made at John's Pass Village.
- He asked if he would be able to park at John's Pass Village as a resident after the development.
- He asked if the water and sewer were factored in.

Mayor Hendricks responded:

- There would always be parking for residents at John's Pass Village; a City parking garage would be built.
- They needed to continue to do things to generate revenue for the City.
- Traffic-wise, the population of the City dropped, but the City gets traffic from people getting on and off the barrier island from other beach towns. Most people who come here would Uber because renting a car is too expensive.

Mr. Morris responded:

- When a map change amendment is done, they need to use traffic generation rates from Forward Pinellas. They wanted to make John's Pass a destination people could stay and not have to drive.
- The developer would pay for any infrastructure improvements.

Tom Edwards, Madeira Beach resident, protected address:

- He asked if they could meet the county's plan if the density were lessened, so temporary housing would not have to be as intense as what is proposed.
- He asked if there was anything in Mr. Gauthier's report that was not factual. Could they have an activity plan and look at the options he proposed?
- Could they pass an ordinance that would allow building back to what is existing?
- He did not think Mr. Gauthier's report was vetted where there were options and the public needed to discuss it.
- There was a lot of active participation from residents when Duany had his charrettes at a general meeting.
- The process used was not well advertised, and it should have been more inclusive for the residents.

Mr. Morris responded:

- They would need to adopt a zoning ordinance that would be compatible with the plan. It would be a significant reduction from what is in the Comprehensive Plan if they matched the county's plan.

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- Mr. Gauthier's report was factual. The Board could make a motion to adopt something that would match the existing density in a category in the countywide plan. It would not be right to reduce it from what they have now.
- A vacant piece of property would be restricted on what could be built.
- They would hold public workshops when they bring a zoning ordinance forward because they wanted to make sure it met what the community wanted. They would make sure it would protect what is currently there and allow for redevelopment without a negative impact on residents.

Vice Mayor Andrews responded:

- He agreed that Mr. Gauthier's report was not vetted.
- Nothing would change if the ordinance was adopted. They would still need to go through a PD to do anything in the Pass.

Bill Karns, 11055 9th Street East, Treasure Island:

- He asked why the meeting was being handled in chaos. He did not understand why Mr. Morris was not allowed to finish his presentation, go to public comment, and then go to the Board to talk about it.

Bonnie Lipa, 399 150th Avenue:

- She felt the Commission had already made its choice.
- She asked how they could vote on the ordinance when there were too many unknowns and variables.
- She said she did not know what the ordinance meant.

Mayor Hendricks responded:

- He said he did not see where there would be any changes there for years in the future. The ordinance was the groundwork for a worst-case scenario. Anything that happens would need to go through a planned development agreement process.
- He said the ordinance meant the property owners could rebuild their property, but it did not mean that some big development could come in. It was correcting things that needed to be done in the event of a catastrophe.

Mr. Morris continued with his presentation and discussed the following:

- Transportation
- Coastal High Hazard Area Considerations
- Planning and Urban Design Principles
- Implementation Strategies

Staff recommended possible revisions for consideration by the Board:

- Reduce the proposed residential density in the Transitional Character District from 24 to 18 dwelling units per acre.
- Clean up the language to state no stand-alone commercial use allowed, and commercial use on the west side of Gulf Boulevard would continue to be limited to 20 percent of the floor area.

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- Reduce the public parking count for the parking lot near the 133rd Avenue west beach access to five parking spaces.

David Healey, Healey Consultant Services, LLC, gave his preliminary observations about Mr. Gauthier's report and responded to questions and comments from the Board.

Commissioner Tagliarini asked what the disadvantages were of including the preservation of the existing density, floor area ratio, impervious surface ratio, and height restrictions in the City's plan. Mr. Healey said the first principle was to do no damage to what was available under the plan. The problem is that the plan did not go far enough to overcome the incongruities with the countywide plan. The idea of the plan was to try looking ahead.

Commissioner Tagliarini asked if they were going to have a developer submit a planned development to build and what the harm would be in preserving the existing rates by having the developer submit their plan requests as they went along. Mr. Healey said they might not have the authority to approve it if it asked for a planned development that exceeded the permitted density of the plan or it did not track with the countywide plan.

Vice Mayor Andrews said they should question why John's Pass Village was not an activity center already to give the City the designation needed to protect the business owners. Mr. Healey said it was in the original comprehensive plan, but it never made it to the next level. It was done in name only.

Commissioner Kerr said the plan should state the floor area ratio is restricted by zoning ordinances. He would vote on the ordinance with a few suggested changes. The suggested changes would meet the three goals of the activity center, to be able to rebuild, to bring consistency between the county and the City, and revitalization.

Vice Mayor Andrews said he was ok with changing the commercial core district from 75/100 UPA to 60/100 UPA. He would leave the others the same because it would give the ability to grow.

Mayor Hendricks opened to public comment.

The public present that spoke in favor of the proposed ordinance:

- Joe Jorgensen, 13019 Boca Ciega Avenue
- Bill Karns, 11055 9th Street East, Treasure Island
- David Babb, 7867 Sailboat Key Blvd.
- Jeff Beggins, 429 Boca Ciega Drive
- Barry Rubin, President of the Treasure Island and Madeira Beach Chamber of Commerce, 12601 Gulf Blvd
- Jim Everett, 17404 2nd Street East, Redington
- Tom Edwards, Madeira Beach resident, protected address
- Benjamin Mallah, 1700 Gulf Blvd, Belleair Shores
- Brandon Luper, 7262 Sawgrass Point Drive, Pinellas Park

The public present that spoke in opposition of the proposed ordinance:

- Jerry Cantrell 13322 First Street East
- Bill Gay, 423 150th Avenue

Mayor Hendricks asked that a copy of a petition with twenty-nine John's Pass Village business owners' signatures be submitted into the record.

Commissioner Kerr said they would be allowing business owners to rebuild their non-conforming structures and allow for revitalization only through a PD. They would not be handing additional value to any property owner.

Commissioner Hutson asked if a single-family home or duplex in the low intensity or resort district could be rebuilt at the current square footage. Mr. Morris said the plan needed to conform with the countywide plan map, so fixing the issues was important. If it was non-conforming, a variance for setbacks might be needed. It depended on the scenario.

Commissioner Hutson said he would vote for the activity center to include the boardwalk, the commercial area, and the traditional village, but did not think they were ready for it.

Commissioner Kerr motioned to pass on first reading and public hearing, Ordinance 2023-01, John's Pass Village Activity Center Plan, with the following changes and to include the staff recommended changes:

- The proposed maximum density of temporary lodging in the commercial core area to be 60 with a maximum of 100 with a PD bonus.
- Change the residential proposed maximum density for the transitional area to 18 as recommended by staff and the staff changes that were presented at the end of the presentation regarding that area.
- Change the proposed maximum in the low-intensity mixed-use area, Pelican Lane, to 40/60, with 60 being the bonus.

<u>Staff recommended changes referred by Commissioner Kerr in the motion:</u>

- Clean up the language to say no stand-alone commercial use allowed, and the setbacks would stay similar to what is currently there. Commercial use on the west side of Gulf Blvd will continue to be limited to 20 percent of the floor area.
- Reduce the public parking count for the parking lot near 133rd Avenue west beach access to five parking spaces.

Vice Mayor Andrews seconded the motion.

ROLL CALL:

Commissioner Kerr	"YES"
Vice Mayor Andrews	"YES"
Commissioner Hutson	"NO"

Commissioner Tagliarini "NO"
Mayor Hendricks "YES"

The motion carried 3-2.

B. Ordinance 2023-02, Amending FLUM to add John's Pass Village Activity Center – 1st Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-02 by title only:

ORDINANCE 2023-02

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE FUTURE LAND USE MAP DESIGNATION OF THE CITY'S COMPREHENSIVE PLAN FROM COMMERCIAL GENERAL, RECREATION/OPEN SPACE, RESIDENTIAL MEDIUM, RESIDENTIAL/ OFFICE/RETAIL, AND RESORT FACILITIES MEDIUM TO ACTIVITY CENTER FOR THE AREA AS SET FORTH IN THE ACCOMPANYING LEGAL DESCRIPTION IN EXHIBIT A ATTACHED HERETO AND HEREBY MADE A PART OF THIS ORDINANCE; PROVIDING FOR FUTURE REVITALIZATION AND DEVELOPMENT WITHIN THE ACTIVITY CENTER CATEGORY TO BE CONSISTENT WITH AND PURSUANT TO THE PROCEDURES, GUIDELINES AND STANDARDS OF THE JOHN'S PASS VILLAGE ACTIVITY CENTER PLAN AS ADOPTED BY ORDINANCE 2023-01, AND AS SUCH PLAN MAY BE IMPLEMENTED AND ADMINISTERED THROUGH THE ADOPTION OF A JOHN'S PASS VILLAGE ACTIVITY CENTER ZONING DISTRICT(S); PROVIDING FOR TRANSMITTAL TO AND CONSIDERATION BY FORWARD PINELLAS AND THE COUNTYWIDE PLANNING AUTHORITY FOR A CORRESPONDING AMENDMENT OF THE COUNTYWIDE FUTURE LAND USE MAP TO THE COUNTYWIDE PLAN CATEGORY OF ACTIVITY CENTER (COMMUNITY CENTER); PROVIDING FOR TRANSMITTAL TO THE FLORIDA STATE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THEIR REVIEW AND COMMENT; PROVIDING FOR THE FILING OF THIS AMENDMENT TO THE CITY FUTURE LAND USE MAP IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Morris said the proposed ordinance accompanied Ordinance 2023-01 and would update the comprehensive plan map to the proposed Activity Center Future Land Use Category.

Mayor Hendricks opened the floor for discussion. There were no comments from the Board.

Mayor Hendricks opened to public comment. There were no public comments.

Vice Mayor Andrews motioned to pass Ordinance 2023-02, Amending FLUM to add John's Pass Village Activity Center, after first reading and public hearing. Commissioner Kerr seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Kerr	"YES"
Commissioner Tagliarini	"NO"
Commissioner Hutson	"NO"
Mayor Hendricks	"YES"

The motion carried 3-2.

C. Ordinance 2023-03, Capital Improvement Program (CIP) – 2nd Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-03 by title only:

ORDINANCE 2023-03

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2023 THROUGH 2027; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hendricks opened the floor for discussion. There were no comments from the Board.

Mayor Hendricks opened to public comment. There were no public comments.

Vice Mayor Andrews motioned to pass Ordinance 2023-03, Capital Improvement Program (CIP), after second reading and public hearing. Commissioner Kerr seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Kerr	"YES"
Commissioner Tagliarini	"YES"
Commissioner Hutson	"YES"
Mayor Hendricks	"YES"

The motion carried 5-0.

D. Ordinance 2023-04, Prescribing the Manner of Holding the March 14, 2023 Municipal Election and providing for the Polling Locations – 1st Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-04 by title only:

ORDINANCE 2023-04

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CALLING FOR A MUNICIPAL ELECTION ON MARCH 14, 2023, FOR THE PURPOSE OF ELECTING A MAYOR; PROVIDING FOR TWO CHARTER AMENDMENTS; PROVIDING FOR PUBLICATION; AUTHORIZING ELECTION EXPENDITURES; IDENTIFYING THE PINELLAS COUNTY CANVASSING BOARD AS THE CANVASSING BOARD FOR THE MARCH 14, 2023 MUNICIPAL ELECTION; PROVIDING FOR POLLING PLACES; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hendricks opened the floor for discussion. There were no comments from the Board.

Mayor Hendricks opened to public comment. There were no public comments.

Commissioner Kerr motioned to pass Ordinance 2023-04, Prescribing the Manner of Holding the March 14, 2023 Municipal Election and providing for the Polling Location, after first reading and public hearing. Commissioner Hutson seconded the motion.

ROLL CALL:

Commissioner Kerr	"YES"
Commissioner Hutson	"YES"
Vice Mayor Andrews	"YES"
Commissioner Tagliarini	"YES"
Mayor Hendricks	"YES"

The motion carried 5-0.

E. Ordinance 2023-05, Fees and Collection Procedure Manual – 2nd Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-05 by title only:

ORDINANCE 2023-05

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE FEES AND COLLECTIONS PROCEDURES MANUAL THAT WAS AMENDED BY ORDINANCE 2022-23, PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

Mayor Hendricks said it focused on the fee increases for sanitation and recycling.

Mayor Hendricks opened to public comment. There were no public comments.

Vice Mayor Andrews motioned to pass Ordinance 2023-05, Fees and Collection Procedure Manual, after second reading and public hearing. Commissioner Kerr seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Kerr	"YES"
Commissioner Hutson	"YES"
Commissioner Tagliarini	"YES"
Mayor Hendricks	"YES"

The motion carried 5-0.

F. Ordinance 2023-08, Article V – Re-Adoption of Purchasing Code and Repeal of Ordinance 2021-03 – 1st Reading & Public Hearing (City Attorney)

City Attorney Tom Trask read Ordinance 2023-08 by title only:

ORDINANCE 2023-08

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CERTAIN SECTIONS OF ARTICLE V – PURCHASE AND CONTRACTS OF CHAPTER 2 – ADMINISTRATION OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO PROVIDE FOR AN INCREASE OF THE $15,000.00 SEALED BIDS THRESHOLD TO $30,000.00; TO PROVIDE THAT NOTICE TO BIDDERS SHALL BE PUBLISHED ON THE CITY'S WEBSITE; TO PROVIDE THAT NOTICE FOR ALL BIDS MAY BE GIVEN BY POSTING A REQUEST FOR PROPOSALS ON A WEB-BASED NOTIFICATION AND DELIVERY SYSTEM USED FOR PUBLIC SOLICITATIONS; TO PROVIDE FOR THE DELETION OF PRINTED ADVERTISEMENT, POSTING OR PUBLICATION IN THAT PORTION OF A NEWSPAPER NORMALLY GIVEN TO LEGAL ADVERTISEMENTS AND FOR THE REQUIREMENT THAT ALL BIDS, WHETHER POSTED OR ADVERTISED, BEAR THE TITLE "REQUEST FOR BIDS;" TO PROVIDE FOR DELETION OF THE REQUIREMENTS OF A PENAL BOND, A PERFORMANCE BOND AND

THAT ALL BIDDERS SHALL POSSESS A MUNICIPAL OR COUNTY OCCUPATIONAL LICENSE; TO ADDRESS NON-RESPONSIVE BIDS; TO ADDRESS THE AMOUNT OF A BID BOND; TO PROVIDE REVISIONS REGARDING THE ACCEPTANCE OF BIDS; TO PROVIDE REVISIONS REGARDING THE EVALUATION OF BIDDER RESPONSIBILITY; TO PROVIDE THAT CHANGE ORDERS SHALL BE APPROVED BY THE CITY MANAGER; TO PROVIDE FOR AN INCREASE TO THE DOLLAR THRESHOLDS IN THE REGULATIONS GOVERNING THE PURCHASE AND SALES CRITERIA; CREATING SECTION 2-194 TO PROVIDE FOR CONTRACTS AND ENGAGEMENTS FOR PERSONAL AND PROFESSIONAL SERVICES OF ATTORNEYS AT LAW, FINANCIAL CONSULTANTS, EXPERTS AND OTHER PERSONAL AND PROFESSIONALS SERVICES WITHOUT COMPETITIVE BIDDING; REPEALING ORDINANCE 2021-03; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

City Attorney Trask reviewed the item and responded to questions and comments from the Board.

Mayor Hendricks asked if they were going to advertise RFPs through electronic notifications rather than through newspaper ads. The City Attorney said yes.

Vice Mayor Andrews asked the City Attorney if the only mark out was the "$15,000 sealed bids threshold to $30,000" approved in 2021. The City Attorney said the change was already made. He wanted to show all of the changes that were made to the Code in 2021.

Commissioner Hutson asked if it was being done so that going forward, it would be ok hiring someone for certain jobs without an RFP. The City Attorney said it was done to correct it so the title had the proper information in it so the public could understand.

Commissioner Kerr asked if the City Manager was working under the $30,000 constraint. The City Attorney said yes, but the ordinance would repeal it and create it again. Commissioner Kerr asked if they should solicit bids from previous vendors or do anything specific to bring the electronic advertisement to their attention. The City Manager said they were not limiting it in any way, and it would be put on several sites for people to submit a bid. Vendors could go online and sign up, enter their category, and the bid would show up. They would make sure they would send it to prior and existing vendors. The City Attorney said subparagraph C says, "notice may be given by posting a request for proposals on a web-based notification and delivery system used for public solicitations."

Mayor Hendricks opened to public comment. There were no public comments.

Vice Mayor motioned to pass Ordinance 2023-08, Article V, re-adoption of the purchasing code and repeal of Ordinance 2021-03. Commissioner Tagliarini seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Tagliarini	"YES"
Commissioner Kerr	"YES"
Commissioner Hutson	"YES"
Mayor Hendricks	"YES"

The motion carried 5-0.

G. ABP 2023-01 Goombahs Cigars

City Attorney Tom Trask read the City's code stating the procedures for the quasi-judicial hearing and asked the Commissioners if they had any ex parte communication or conflicts of interest to disclose. There were none. The applicant was Goombas Cigar Lounge, LLC, there were no affected parties, and no one filed a notice of intent.

The City Attorney administered the Oath to those present to speak on the item, who was Andrew Morris, Planner and GIS Technician, and Juan Rivera, Jr., the applicant.

Applicant Presentation

Mr. Rivera introduced himself and responded to the following five questions on the application:

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.

Commissioner Tagliarini asked if he had any plans to change the closing hours. Mr. Rivera said no, they would have the same hours as the Daiquiri Shack.

Commissioner Kerr asked if there was any requirement for food. Mr. Rivera said they would only have cigars, beer, wine, and coffee. They passed all their inspections.

City Staff Presentation

Background:

Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2023-01 is requesting authorization from the Board of Commissioners for the approval of a (2COP) Alcoholic Beverage License with stated intent to sell beer and wine for consumption on premises at Goombahs Cigar Lounge. This establishment is located in the C-3, Retail Commercial Zoning District. The Madeira Beach Future Land Use designation for this property is Planned Redevelopment Mixed Use.

Discussion:
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.
The sale of beer and wine for consumption on premises is an allowed use in the C-3, Retail Commercial Zoning District. The business is located in a shopping plaza with other businesses that have various types of alcoholic beverage licenses. The Planned Redevelopment Mixed Use Future Land Use designation is given to properties located within the Madeira Beach Town Center Special Area Plan. This property is located in the Commercial Core District of the Madeira Beach Town Center Special Area Plan. Commercial and Commercial/mixed-use are the focus of this district. The proposed alcoholic beverage use is compatible with the zoning designation and future land use designation of the property.

(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.
The beer and wine would be sold alongside cigars at this establishment. Cigars are a specialty product and would continue to be the primary focus of this establishment. Properties located within the Madeira Beach Town Center Special Area Plan have a reduced parking requirement that is 50% less than other areas of Madeira Beach. The traffic generated from this proposed alcoholic beverage request would not 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.
This establishment is not located within three hundred feet of a church, synagogue, temple, or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. The C-3, Retail Commercial Zoning District and Planned Redevelopment Mixed Use Future Land Use designation allow for the sale of alcohol. The proposed alcohol use would be compatible with this location.

(4) Whether or not the proposed use will adversely affect the public safety.
The requested license is not anticipated to adversely affect public safety. The subject site is along a commercial corridor that includes uses that are compatible with an establishment that serves alcoholic beverages.

(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.

The applicant has no outstanding fines or penalties owed to the City under any section of the Code.

Fiscal Impact: N/A

Recommendation(s): Staff recommends the approval of ABP 2023-01.

Public Comment

There were no public comments.

The City Attorney said the public portion of the meeting was closed. It was back to the Commission for a motion.

Vice Mayor Andrews motioned to pass ABP 2023-01, Goombahs Cigars. Commissioner Tagliarini seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Tagliarini	"YES"
Commissioner Hutson	"YES"
Commissioner Kerr	"YES"
Mayor Hendricks	"YES"

The motion carried 5-0.

H. Revocation of ABP 2021-06 Super Market

City Attorney Tom Trask said the procedures for the quasi-judicial hearing were the same as the previous hearing and asked the Commissioners if they had any ex parte communication or conflicts of interest to disclose. There were none.

The City Attorney said the standards to be applied were in Section 110-537, Revocation of Alcoholic Beverage Zoning. The burden of proof was the greater weight of the evidence. The license owner was Bright Star 7, Inc., and did not have representation present. Mr. Morris was already sworn in.

City Staff Presentation

Background:
Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages 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 six-month period. This establishment is located in the C-3, Retail Commercial Zoning District. Since there

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was a loss of the state license, revocation of the Beer and Wine Package Sales (2APS) Alcoholic Beverage License at Super Market, 14201 Gulf Boulevard, Madeira Beach, Florida 33708, is appropriate.

Discussion:
The State License for Super Market expired September 30, 2021. From when the State License expired until late 2022, the applicant was not able to operate their business because of renovations to the structure. The renovations were completed approximately one year after the State License expired. Attached to the memo is a screenshot of when the building permit was approved and when the inspection was completed. Since the state license expired more than one year ago, Sec. 110-537. - Revocation of alcoholic beverage zoning requires the revocation of the alcoholic beverage zoning for ABP 2021-06.

Fiscal Impact: N/A

Recommendation(s): Staff recommends revocation of ABP 2021-06.

Public Comment

There were no public comments.

Vice Mayor Andrews motioned to revoke ABP 2021-06, Super Market. Commissioner Tagliarini seconded the motion.

ROLL CALL:

Vice Mayor Andrews	"YES"
Commissioner Tagliarini	"YES"
Commissioner Hutson	"YES"
Commissioner Kerr	"YES"
Mayor Hendricks	"YES"

The motion carried 5-0.

I. ABP 2023-02 Island Supermarket

City Attorney Tom Trask said the procedures for the quasi-judicial hearing were the same and asked the Commissioners if they had any ex parte communication or conflicts of interest to disclose. There were none.

The City Attorney said the standards to be applied were in Section 110-532. The burden of proof was the greater weight of the evidence. The applicant was All-Star 3, LLC, and did not have representation present. Mr. Morris was already sworn in, and there were no affected parties.

City Staff Presentation

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Mr. Morris said they received one public comment and distributed a copy to the Board.

Background:
Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2023-02 is requesting authorization from the Board of Commissioners for the approval of a Beer and Wine Package Sales (2APS) Alcoholic Beverage License with stated intent to sell beer and wine at Island Supermarket for consumption off premises. The address of this establishment is 14201 Gulf Boulevard, Madeira Beach, Florida 33708. This establishment is located in the C-3, Retail Commercial Zoning District. This location was previously approved for a Beer and Wine Package Sales (2APS) Alcoholic Beverage License but during renovations of the structure, the state license expired. Since the state license expired and more than six months have passed where no alcohol was sold, the applicant is required to reapply for an alcoholic beverage license at this location.

Discussion:
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.
Island Supermarket is located in the C-3, Retail Commercial Zoning District. The C-3, Retail Commercial Zoning District provides service to both permanent and transient residents where a full range of urban services and a high degree of accessibility is required. Beer and wine package sales at a retail establishment is an allowed use in this zoning district. Gulf Boulevard is a major commercial corridor through Madeira Beach with a variety of business establishments along the corridor including various businesses that sell beer and wine. Many lodging facilities and vacation rentals are located nearby along Gulf Boulevard.

(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.
The structure was previously used for more intense commercial uses than what is currently being proposed. This establishment is also accessible by sidewalk and bike lane. A convenience store at this location would not 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.
The C-3, Retail Commercial Zoning District allows retail establishments including convenience stores that sell beer and wine. Beer and Wine Package Sales (2APS) is a compatible use for this location. This establishment is not located within three hundred feet of a church, synagogue, temple, or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center.

(4) Whether or not the proposed use will adversely affect the public safety.
A convenience store is an allowed use in the C-3, Retail Commercial Zoning District. The beer and wine sold at this establishment would not be allowed to be consumed on property and would need to be consumed off premises. The proposed use would not 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.
The applicant has no outstanding fines or penalties owed to the City under any section of the Code.

Fiscal Impact: N/A

Recommendation(s): Staff recommends approval of ABP 2023-02 with the following condition:

1. Completed installation of the bike racks required for the parking credits

Public Comment

There were no public comments.

The City Attorney said the public portion of the meeting was closed. It was back to the Commission for a motion.

Commissioner Hutson asked if there was an entrance from the parking lot. Mr. Morris said the entrance was in the front of the building. With the bike rack credit, they would have enough parking.

Vice Mayor Andrews asked if they would typically include bike racks if they needed to meet the parking credit. Mr. Morris said yes it was in the Parking Code.

Commissioner Tagliarini motioned to pass ABP 2023-02, Island Supermarket with the condition of completed installation of bike racks. Commissioner Hutson seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Commissioner Hutson	"YES"
Commissioner Kerr	"YES"
Vice Mayor Andrews	"YES"
Mayor Hendricks	"YES"

The motion carried 5-0.

J. ABP 2023-03 The Dock

City Attorney Tom Trask said the procedures for the quasi-judicial hearing were the same and asked the Commissioners if they had any ex parte communication or conflicts of interest to disclose. There were none.

The City Attorney said the standards to be applied were in Section 110-534. The burden of proof was the greater weight of the evidence. The applicant was Boardwalk Place Operator, LLC. Mr. Morris was already sworn in and there were no affected parties.

The City Attorney administered the Oath to those to speak on the item, who was Mr. Bill Karns, representing the applicant.

Applicant Presentation

Bill Karns, 11055 9th St. East, Treasure Island, said they recently purchased Don's Dock, and the license allowed for package liquor only. They would like to be able to serve alcoholic beverages on the back dock.

Commissioner Kerr asked if he was talking about having beer on the dock. Mr. Karns said yes, the dock was along the back of the building. They did not want people going out onto the docks where the boats were going to be fueled or moored. They wanted to have four or five tables outside where they could serve drinks.

Commissioner Hutson asked if there were bathrooms. Mr. Karns said yes.

City Staff Presentation

Background:
Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2023-03, is requesting authorization from the Board of Commissioners for the approval of a (2COP) Alcoholic Beverage License with stated intent to sell beer and wine for consumption on and off premises at The Dock. This establishment is located in the C-2, John's Pass Marine Commercial Zoning District. This application is being made pursuant to Sec. 110-534 of the City of Madeira Beach Code of Ordinances, as a result of the applicant's request to change the existing (2APS) Alcoholic Beverage License to a (2COP) Alcoholic Beverage License.

Discussion:
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.
Currently this property has an active (2APS) Alcoholic Beverage License for package sales of beer and wine for off premises consumption. The applicants propose to change to a (2COP) Alcoholic Beverage License that would allow for the sale of beer and wine in sealed containers for off premises consumption to continue, while allowing consumption of beer and wine on premises. The Dock is located in the C-2, John's Pass Marine Commercial Zoning District. This zoning district's purpose is to recognize the unique commercial, marine, tourist and historic value of this area. The proposed change in Alcoholic Beverage License would be compatible with this Zoning District and does not 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.
The applicant proposes to discontinue the sale of seafood and renovate the structure to allow for the sale of beer and wine on premises. The applicant owns the land across the street from the property with additional parking. The establishment is also accessible by boat. Sale of beer and wine in sealed containers, ice, and soft drinks would continue. The Madeira Beach Code of Ordinances, *Sec. 110-954. - Special parking areas,* reduces parking requirements by 50% for properties within the C-2 Zoning District. The proposed change in alcohol beverage license use will not 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.
This establishment is not located within three hundred feet of a church, synagogue, temple, or place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center. The Dock is located in the C-2, John's Pass Marine Commercial Zoning District, which is a commercial focused district. Other nearby businesses sell alcohol within this Zoning District. The proposed change in alcohol use would be compatible with the location.

(4) Whether or not the proposed use will adversely affect the public safety.
This establishment currently has an active (2APS) Alcoholic Beverage License. The proposed change to a (2COP) Alcoholic Beverage License would continue to limit the sale of alcohol to just beer and wine. The only change would be allowing the consumption of beer and wine on premises. The proposed change in use would not 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.
The applicant has no outstanding fines, or penalties owed to the City under any section of the Code.

Fiscal Impact: N/A

Recommendation(s): Staff recommends approval of ABP 2023-03 with the following conditions:

1. The proposed renovations to the existing structure need to be completed.
2. Beer and wine sold for consumption off-site would need to be in sealed containers.
3. Beer and wine sold by the drink would need to be consumed onsite only.
4. The sale of beer and wine needs to end by 12:00 AM.

Mayor Hendricks said he wanted to make sure there were enough trash containers there, so trash did not get in the water.

The City Attorney opened to public comments. The City Attorney administered the Oath to Tom Edwards, Madeira Beach resident.

Tom Edwards, a Madeira Beach resident protected address, asked if there was adequate parking and if people would know where to park. He asked if the alcohol would be consumed on the premises only.

Bill Karns said the dock is over the submerged land lease, and there were 14 free parking spaces upland on their property that would be marked.

The City Attorney said the public portion of the meeting was closed. It was back to the Commission for a motion.

Commissioner Hutson motioned to pass ABP 2023-03, The Dock, with the following recommended conditions:

1. The proposed renovations to the existing structure need to be completed.
2. Beer and wine sold for consumption off-site would need to be in sealed containers.
3. Beer and wine sold by the drink would need to be consumed onsite only.
4. The sale of beer and wine needs to end by 12:00 AM.

Vice Mayor Andrews seconded the motion.

ROLL CALL:

Commissioner Hutson	"YES"
Vice Mayor Andrews	"YES"
Commissioner Tagliarini	"YES"
Commissioner Kerr	"YES"
Mayor Hendricks	"YES"

The motion carried 5-0.

10. UNFINISHED BUSINESS

11. CONTRACTS/AGREEMENTS

A. Ratify an After-the-fact Healey Consultant Services, LLC., Agreement dated July 26, 2021, including past and thru 12-30-2022 Payments (to consultant), and Waive Purchasing Procedure in City Code Section 2-193(4)

City Attorney Trask gave the background on the item and responded to questions and comments from the Board.

Commissioner Kerr asked if it was an opportunity to avoid litigation. The City Attorney said he did not think it would ever get to that point, but it would solve the issue.

Commissioner Tagliarini said the work was done regardless of any mistakes, and they needed to take care of it.

DRAFT

Mayor Hendricks opened to public comment. There were no public comments.

Commissioner Tagliarini motioned to approve an after-the-fact Healey Consultant Services, LLC agreement dated July 26, 2021, including past and thru 12-30-2022 payments, and waive purchasing procedure in City Code Section 2-193(4). Vice Mayor Andrews seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Vice Mayor Andrews	"YES"
Commissioner Kerr	"YES"
Commissioner Hutson	"YES"
Mayor Hendricks	"YES"

The motion carried 5-0.

12. NEW BUSINESS

13. STAFF REPORTS

Commissioner Tagliarini said every year, Pinellas County Schools and the Education Foundation sponsor the "Teacher of the Year" competition. Every elementary, middle, and high school selects its teacher. Out of nearly 7,000 teachers, his husband was one of the top ten. The final decision will be made on February 8, 2023, which is when the next BOC regular meeting will be held. He requested the meeting be held earlier in the day.

The consensus of the Board was to change the February 8, 2023, regular meeting from 6:00 p.m. to 2:00 p.m.

14. AGENDA SETTING

A. January 25, 2023, BOC Regular Workshop Meeting

1. **Comprehensive Plan Update (Jerry Murphy)**
2. **Residential Amenities Rentals Prohibition**
3. **Update on Ordinance 2020-05, Slow Speed-Minimum Wake Zone**
4. **Update on John's Pass Dredging**
5. **Frequency of City Public Firework(s) Shows**
6. **Proposed ordinance requiring the return of trash containers**
7. **Engineering RFQ Review**
8. **Approve Shumaker Advisors Florida Services Agreement**
9. **Extension of Engineering Services Contract**

Items added to the workshop agenda:

Mayor Hendricks

1. Derelict docks - The City Attorney said there was a provision in the Code. The City Manager said Code Enforcement was following up on it, and additional support from the Sheriff's Marine Unit was received.

2. Amending deed restrictions on the Marina - The City Attorney said he could look into it, but he thought it was a requirement of the sale. If it were a requirement, they would have to go back to the seller for approval to make changes. If the requirements were state created, it would be a lengthy process.

Vice Mayor Andrews

1. Pursue recovering attorney's fees that were spent defending themselves against the Sunshine violation – The City Attorney said they were not recoverable.

Commissioner Hutson

1. Discuss how to prevent visitors from entering private property at the beach access near Gulf Lane – The City Manager said they would need to add signage and improve enforcement. Beach signs were updated.

Commissioner Kerr

1. Discuss the advantages of working towards getting the best CSR rate. He wanted to make sure they were doing the right thing and working with the 50% rule in zoning for insurance and federal mortgages.

15. REPORTS/CORRESPONDENCE

A. Board of Commissioners

Mayor Hendricks wanted to make it clear he did not direct Mr. Daniels to hire Mr. Healey.

B. City Attorney

The City Attorney had no report.

C. City Manager

- The City Manager's Report will be updated at the January 25, 2023, workshop.
- Recycling began January 4th, and an update on resident participation will be at the February regular meeting.
- The display in the Chamber was a project from an honors class at USF, St. Pete, last year and was displayed at Heritage Village for six months.
- The lobby in City Hall was revised to include a store, and he encouraged everyone to stop by.
- He encouraged everyone to attend the Seafood Festival Friday, Saturday, and Sunday in John's Pass Village.

DRAFT

D. City Clerk

The City Clerk had no report.

16. ADJOURNMENT

Mayor Hendricks adjourned the meeting at 10:50 p.m.

_____
John B. Hendricks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

DRAFT

MINUTES

BOARD OF COMMISSIONERS
REGULAR WORKSHOP MEETING
JANUARY 25, 2023
6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 6:00 p.m. on January 25, 2023, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: John B. Hendricks, Mayor
Doug Andrews, Vice Mayor/Commissioner District 3
David Tagliarini, Commissioner District 1
Ray Kerr, Commissioner District 2
Dave Hutson, Commissioner District 4

MEMBERS ABSENT:

CITY STAFF PRESENT: Robin Gomez, City Manager
Clara VanBlargan, City Clerk
Thomas Trask, City Attorney

1. CALL TO ORDER

Mayor Hendricks called the meeting to order at 6:00 p.m.

2. ROLL CALL

City Clerk Clara VanBlargan called the roll.

3. PUBLIC COMMENT

Chuck Dillon, 529 Lillian Drive, said a way to increase participation in government would be to do away with districts. Commissioner Districts Three and Four had no opposition for the past four years. He could not understand why a town with less than 4,000 people had districts. Doing away with districts would be a good way to get more community involvement.

Commissioner Tagliarini asked Mr. Dillon if he was suggesting all four commissioners be at large and not be assigned to a district, the same as the Mayor, meaning that all candidates could be from any district. Mr. Dillon said he did not get into it too deeply, but there should be four representatives of the people and the Mayor.

4. CITY MANAGER'S MONTHLY REPORT – DECEMBER 2022

City Manager Robin Gomez reviewed the City Manager's Report for December 2022.

5. TOPICS FOR DISCUSSION

A. Discussion on Ordinance 2023-11, amends the Madeira Beach Comprehensive Plan and Data Analysis

This Item was moved from 4.J.

Jerry Murphy, University of Florida and Planning Consultant to the City, reviewed the Evaluation and Appraisal of the Comprehensive Plan, which Florida Statutes requires every seven years. The due date is in May 2023. It would get transmitted to the County and the State and come back with objections, recommendations, or comments.

Mayor Hendricks asked if most was language cleanup. Mr. Murphy said yes, and some redundant policies were eliminated. The data and analysis were updated to the twenty-first century.

Vice Mayor Andrews asked if there was anything fundamentally different than what was approved last year. Mr. Murphy said no, and the Planning Commission recommended that the Board move forward.

Commissioner Hutson asked about the reduction in density and the loss of population. Mr. Murphy said he called it the commercialization of residential properties where people were renting their properties as short-term rentals, and they lost homestead.

Commissioner Kerr asked if there were any changes to the Property Rights Element, Section 15.0. Mr. Murphy said no, it was adopted a while ago.

Mayor Hendricks opened to public comment. There were no public comments.

B. FY 2023 Budget Amendment #1

Finance Director Andrew Laflin reviewed the item and responded to questions and comments from the Board.

Mayor Hendricks said it was standard to carry out projects that did not get done.

Mayor Hendricks opened to public comment. There were no public comments.

C. Discuss State Lobbying Services

The City Manager asked for direction to proceed. They have been using the lobbying firm Shumaker Advisors for a few years, and staff recommends continuing with their services. If the direction of the Board, he would bring back a professional services agreement for approval at the February 8, 2023, BOC Regular Meeting.

Commissioner Tagliarini asked if there was an increase in the amount they were paying. The City Manager said he thought there was a slight increase from 2021 to 2022 but not from 2022 to 2023. Commissioner Tagliarini said he was in favor of keeping the lobbying services.

Mayor Hendricks said most local communities use Shumaker. They do a lot in Tallahassee that they do not necessarily see. He was in favor of continuing with their services.

Vice Mayor Andrews said they received a lot of grant money from using them.

Commissioner Kerr said it sounded like a great investment.

Mayor Hendricks opened to public comment. There were no public comments.

The consensus of the Board was to continue with the services of Shumaker Advisors.

D. City Public Fireworks Show(s) - Frequency

The City Manager asked for direction on the number of fireworks displays to use for the year.

Recreation Director Jay Hatch said there are three events they were looking at for fireworks display:

- The Grouper Gala on May 6, 2023
- The Fourth of July
- The Spring Break Waterfront Festival with the Gulf Beaches Rotary on March 17, 2023

Commissioner Tagliarini asked if the Board would consider having fireworks display on New Year's Eve.

Mayor Hendricks said he was fine with the three shows but would rather split the money up for the smaller shows during the year.

The City Manager said if the direction of the Board, they would issue a bid to include the Fourth of July, the March carnival, the Grouper Gala, and New Year's Eve.

Vice Mayor Andrews suggested netting out the fireworks display with the Rotary. He was in favor of having the Fourth of July display on July 3rd. He suggested adding a fourth event on the Veteran's Boat Parade night.

Commissioner Hutson asked if there was something to help with the businesses on the Fourth of July. Director Hatch said he would reach out to the businesses.

Mayor Hendricks opened to public comment. There were no public comments.

The consensus of the Board was to go ahead with an RFP for the four events.

DRAFT

E. Request for Qualifications (RFQ) Continuing Engineering Consultant and Urban Design Services

The City Manager explained the item and said they would proceed with the process over the next six or seven months. It could be difficult to have an in-house engineer because of its complexity.

Mayor Hendricks said it was something they needed to do. He did not want to sign another one-year contract with the present engineering firm.

Commissioner Kerr asked if the RFQ would bring at least two different firms. Public Works Director Megan Wepfer said there was no maximum.

Commissioner Kerr asked the annual budget for the services. Director Wepfer said multiple departments had engineering services budgeted. The City Manager said it was close to $500,000 for everything.

Mayor Hendricks said he had a problem paying the current engineering firm $200,000 to manage the Crystal Island Project, and then the City got charged $125.00 to $200.00 for each email and phone call. He felt the City was getting double billed. Director Wepfer said there were FEMA houses on Crystal Island, and they had to document every phone call and email. That was reimbursable and may have been lumped into the billing. She did not think any department head reviewed it before it was sent. She could guarantee they were not billed for phone calls or emails on any projects she was overseeing. Mr. Laflin said he would check to see if the City was reimbursed for the FEMA charges.

Commissioner Hutson asked if they could use Deuel and Associates for the transitional period if they went with another firm. Director Wepfer said yes, and Deuel and Associates could qualify through the RFQ process.

Commissioner Kerr asked if they could go out for an RFQ for specifically large projects. Director Wepfer said yes.

Vice Mayor Andrews asked if the RFQ was along the lines of an approved vendor list so they could pick and choose the services. Director Wepfer said yes. It worked great because they already had their qualifications.

Mayor Hendricks opened to public comment.

Chuck Dillon, 529 Lillian Drive, asked how much the City spent on engineering last year without the Crystal Island Project. He asked why they could not have an in-house engineer and use the RFQ list as a backup.

The consensus of the Board was to go ahead with the RFQ.

F. Extension of Engineering Services Contract

The City Manager said they were requesting an extension for Deuel and Associates' services to complete existing projects until the RFQ was complete. It was a three-year agreement with two one-year extensions. They did not do the one-year extension at the end of last year as they should have. Once the RFQ is approved, they could utilize any contractor on the list. It would be brought back to the February 8, 2023, BOC Regular Meeting for approval.

Director Wepfer listed existing projects Deuel and Associates were involved in:

- Beach groins project
- Two roadway projects that were near the bidding process
- Multiple projects they started working on with Pinellas County for they are an engineer of record with Pinellas County

Mayor Hendricks asked where they were with the beach groins project. Director Wepfer said they were waiting on permitting.

Commissioner Kerr asked if they were requesting to extend the rates and use Deuel and Associates until the RFQ was issued unless Deuel and Associates participated in the RFQ, which would nullify it. The City Manager said they would enter into a different agreement if that happened.

The City Manager said they were asking for a one-year contract with Deuel and Associates so they could continue with the projects. They could not continue until they had engineers of record through the RFQ process. The hourly rate would not change; it would be per the original agreement.

Mayor Hendricks opened to public comment. There were no public comments.

The consensus of the Board was to move forward with the one-year extension.

G. Stormwater Station Generator Replacement located at 14101 N. Bayshore Drive

Director Wepfer gave the background on the item and asked for approval to purchase a generator that would run off natural gas. They would try to repurpose the generator as well.

Mayor Hendricks opened to public comment.

Chuck Dillon, 529 Lillian Drive, asked why the City owns that generator and not any others.

H. Sanitation Solid Waste Chapter 54 Ordinance proposed changes

The City Manager explained the item and responded to questions and comments from the Board.

Mayor Hendricks asked if they could use sunset the day before collection to put trash bins at the curb. The City Manager said they could, but sunset varies throughout the year. The bin would need to be concealed somewhere away from the curb.

Commissioner Tagliarini suggested they make the put-out time 5:30 p.m.

Commissioner Kerr asked how it would be viewed if a resident purchased a second similar can on their own. Director Wepfer said the purpose of the City purchasing the cans was to clean up the City and make it look cleaner. They could make that clear in the ordinance.

Mayor Hendricks opened to public comment. There were no public comments.

The consensus of the Board was to move forward with the ordinance with the recommended changes and bring it back to the Board for approval.

I. Discuss Possible Certain Residential Amenities Rental Prohibitions

The City Manager gave the background on the item and asked for feedback from the Board.

Mayor Hendricks said it would be good to have an ordinance in place before they had any problems. Commissioner Tagliarini and Commissioner Hutson agreed.

Mayor Hendricks opened to public comment. There were no public comments.

The consensus of the Board was to move forward with the ordinance.

J. Update on John's Pass Dredging

The City Manager said they were in the permitting process. He thought the Army Corps would begin dredging the federal waterway west of the John's Pass Bridge within the next two to four years. He requested approval from the Board to continue utilizing APTIM or to piggyback on the Pinellas County contract to continue through the entire project.

The City Manager said the Army Corps and its related agencies are part of the process to ensure the sub-aquatic vegetation and marine life were not harmed. They were looking at completing the process by the end of the calendar year.

Mayor Hendricks asked if there was a discussion on where the sand would go. He would like to see them harden their beach and build the dune back. The City Manager said it was their priority.

Commissioner Hutson asked if the Army Corps would dredge their part of the waterway in a year. The City Manager said they did not give them a timeline.

Mayor Hendricks opened to public comment. There were no public comments.

The consensus of the Board was to move forward and bring the grant document and piggyback contract with APTIM, the county contractors, back to the February 8, 2023, BOC Regular Meeting for approval.

K. Discussion on Ordinance 2023-11 amends the Madeira Beach Comprehensive Plan and Data Analysis

This Item was moved to 4.A.

L. ADJOURNMENT

Mayor Hendricks adjourned the meeting at 7:44 p.m.

_____
John B. Hendricks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

DRAFT

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Robin Gomez, City Manager

FROM: Clara VanBlargan, City Clerk

DATE: January 17, 2023

RE: Ordinance 2023-04, Prescribing the Manner of Holding the March 14, 2023 Municipal Election and providing for the Polling Locations – 2nd Reading & Public Hearing

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Background

The City of Madeira Beach Municipal Election will be held on Tuesday, March 14, 2023, for the purpose of electing a Mayor for a three-year term and two charter amendments for voter approval.

Qualifying Period ***(beginning at NOON – Monday, December 5, 2022, and ending at NOON - Friday, December 16, 2022, excluding weekends. (Madeira Beach Charter Section 3.3(A))***

During the Qualifying Period, two candidates, Doug Andrews and Jim Rostek qualified to have their name placed on the March 14, 2023 Municipal Election Ballot for Mayor. One candidate, Eddie McGeehen, qualified for Commissioner District 3, and one candidate, Anne-Marie Brooks, qualified for Commissioner District 4. Because there was no opposition for District 3 and District 4, both candidates will become the new District Commissioners on Election Day.

The terms of all newly elected members of the Commission, including the Mayor, will begin upon induction into office at a Board of Commissioners' first meeting following the election. The date and time of that meeting have yet to be scheduled. *(Madeira Beach Charter, Section 2.2(B))*

The first meeting of each newly elected member of the Board of Commissioners for induction into office shall be at a Board of Commissioners meeting to be held on or before the last day of the month in which the election was held. *(Madeira Beach Charter, Section 4.8)*

Two Charter Amendments for Voter Approval

There will be two charter amendment questions on March 14, 2023 Municipal Election Ballot for voter approval that the Board of Commissioners adopted on December 14, 2022. Those questions are:

Ordinance 2022-32
City of Madeira Beach
No. 1 Charter Amendment

Elector and Residence Requirement for Candidates Seeking the Office of Mayor or District Commissioner

This charter amendment would amend Section 2.2 B of the Charter to provide that candidates seeking the office of Mayor or District Commissioner be an elector and resident of the City of Madeira Beach, Florida, one year prior to the date of said application. This amendment would avoid a conflict with Section 3.3 A of the Charter. Should the Charter be amended?

Yes
No

Ordinance 2022-33
City of Madeira Beach
No. 2 Charter Amendment

Appointment of Director of Finance and City Treasurer and Delegation of Duties and Responsibilities

This charter amendment would amend Section 5.5 of the Charter to provide the Board of Commissioners with the option to delegate to a contractor or firm to perform the services of Director of Finance and City Treasurer. Should the Charter be amended?

Yes
No

Polling Locations for the March 14, 2023 Municipal Election

- Precinct 415 - Madeira Beach Municipal Building, City Centre Room, 300 Municipal Drive, Madeira Beach, Florida 33708 will be open March 14, 2023, from 7:00 a.m. to 7:00 p.m.
- Precinct 301 – Calvary Church Seminole (Combined), 6155 113 Street, Seminole Florida 33772 will be open March 14, 2023, from 7:00 a.m. to 7:00 p.m.

The Pinellas County Canvassing Board to serve as the Canvassing Board for the City of Madeira Beach *(Madeira Beach Charter, Section 3.4 (B))*

Fiscal Impact

The contractual services with the Pinellas County Supervisor of Elections to conduct the March 14, 2023 Municipal Election is estimated to be $6,435.11. Actual costs will not be known until the conclusion of the election process. The total cost of election expenditures is included in the adopted FY 2023 Budget.

Recommendation

The recommendation is to adopt, after second reading and public hearing, Ordinance 2023-04, prescribing the manner of holding the March 14, 2023 Municipal Election and providing for the polling locations.

Attachments:

Ordinance 2023-04
Pinellas County Supervisor of Elections Contract Services Invoice Estimate

ORDINANCE 2023-04

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CALLING FOR A MUNICIPAL ELECTION ON MARCH 14, 2023, FOR THE PURPOSE OF ELECTING A MAYOR; PROVIDING FOR TWO CHARTER AMENDMENTS; PROVIDING FOR PUBLICATION; AUTHORIZING ELECTION EXPENDITURES; IDENTIFYING THE PINELLAS COUNTY CANVASSING BOARD AS THE CANVASSING BOARD FOR THE MARCH 14, 2023 MUNICIPAL ELECTION; PROVIDING FOR POLLING PLACES; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the City Charter, Section 3.4, Subsection A, elections for Commissioners of Districts Three (3) and Four (4) shall be held in odd numbered years, and the term for the Commissioners of Districts shall be for two (2) years; and the term for Mayor-Commissioner shall be for three (3) years allowing the seat to alternate with the Commissioners of Districts; and

WHEREAS, pursuant to City Charter, Section 3.4, Subsection A, all elections shall be held in the city on the first Tuesday after the second Monday in March, with the exception of the Presidential Preference Primary Election (every four (4) years) when the city election shall be held on the same day as the Presidential Preference Primary Election. The Municipal Election will be held on Tuesday, March 14, 2023; and

WHEREAS, the Board of Commissioners has considered and reviewed the two proposed Charter amendments, received public comment through at least two (2) public hearings on the proposed referendum ballot questions;

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

SECTION 1. An Election shall be held in the City of Madeira Beach, Florida, on Tuesday, March 14, 2023, for the purpose of electing a Mayor for a three-year term and for two charter amendments.

SECTION 2. In accordance with City Charter Section 3.4, Subsection B, the Board of Commissioners shall designate the Pinellas County Canvassing Board to serve as the Canvassing Board for the City of Madeira Beach. The Canvassing Board shall certify all tests of election equipment and shall canvass absentee as well as provisional ballots. The actions of the Canvassing Board shall be reported to the Board of Commissioners at its next meeting following the election. The Board of Commissioners shall meet following the certification for the purpose of declaring the results of said election.

SECTION 3. In accordance with City Charter Section 4.8, the first meeting of each newly elected member of the Board of Commissioners for induction into office shall be at a Board of Commissioners meeting to be held on or before the last day of the month in which the election was held.

SECTION 4. In accordance with City Charter Section 2.2. B, the terms of all members of the Commission, including the Mayor, will begin at the Board of Commissioners first regular meeting following the election, and shall continue until their successor has been duly elected and installed under this Charter

SECTION 5. The polling locations for City of Madeira Beach voters to vote in the March 14, 2023 Municipal Election are as follows:

- Precinct 415 - Madeira Beach Municipal Building, City Centre Room, 300 Municipal Drive, Madeira Beach, Florida;
- Precinct 301 – Calvary Church Seminole (Combined), 6155 113 Street, Seminole, Florida 33772.

SECTION 6. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be hereby repealed insofar as the same affect this Ordinance.

SECTION 7. This Ordinance shall take effect immediately upon adoption in the manner provided by law.

PASSED AND ADOPTED BY THE CITY OF MADEIRA BEACH, FLORIDA BOARD OF COMMISSIONERS, this _____ day of _____ 20____.

_____
John B. Hendricks, 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: _____

Pinellas County Supervisor of Elections
13001 Starkey Road
Largo, FL 33773
Phone: 727-464-6108
Fax: 727-453-3058

Invoice

Date	Invoice #
11/18/2022	14999

Bill To
City of Madeira Beach Attn: City Clerk 300 Municipal Drive Madeira Beach, FL 33708

P.O. No.	Terms	Project
	Net 90	

Quantity	Description	Rate	Amount
	City of Madeira Beach Municipal Election March 14, 2023		
3,669	Election Administration Fee (3,669 Registered Voters)	0.40	1,467.60
10	Poll Workers	167.50	1,675.00
1	Equipment Delivery	217.75	217.75
2	Precinct Registers	16.32	32.64
1,200	Precinct Ballots	0.24	288.00
50	Provisional Ballots	0.24	12.00
10	Duplicate Ballots	0.38	3.80
20	Test Ballots	0.38	7.60
100	ExpressVote - ADA Voting Equipment Test Ballots	0.12	12.00
1,629	Mail Ballot Kits (Initial Mailing) (Nonprofit Bulk Postage Rate & Return Postage Included)	1.57	2,557.53
81	Mail Ballot Kits, Replacements	1.99	161.19

Total	**$6,435.11**
Balance Due	**$6,435.11**

0000267280-01

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pinellas, Hillsborough, Pasco, Hernando Citrus }

Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCES 2023-04, 08** was published in said newspaper by print in the issues of: **1/25/23** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida and that the said newspaper has heretofore been continuously published in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant

Sworn to and subscribed before me this 01/25/2023

Signature of Notary Public

Personally known X or produced identification

Type of identification produced

Notary Public State of Florida
Sharon Kerrigan
My Commission HH 044422
Expires 09/20/2024

LEGAL NOTICE

NOTICE OF PUBLIC HEARINGS
CITY OF MADEIRA BEACH

Item 9A.

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter, and Florida Statute §166.041(3)(a):

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing for the adoption of proposed Ordinance 2023-04 and conduct a Second Reading and Public Hearing for the adoption of proposed Ordinance 2023-08 on Wednesday, February 8, 2023, at 2:00 p.m.** The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The title of said Ordinances are as follows:

ORDINANCE 2023-04

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CALLING FOR A MUNICIPAL ELECTION ON MARCH 14, 2023, FOR THE PURPOSE OF ELECTING A MAYOR; PROVIDING FOR TWO CHARTER AMENDMENTS; PROVIDING FOR PUBLICATION; AUTHORIZING ELECTION EXPENDITURES; IDENTIFYING THE PINELLAS COUNTY CANVASSING BOARD AS THE CANVASSING BOARD FOR THE MARCH 14, 2023 MUNICIPAL ELECTION; PROVIDING FOR POLLING PLACES; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-08

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CERTAIN SECTIONS OF ARTICLE V – PURCHASE AND CONTRACTS OF CHAPTER 2 – ADMINISTRATION OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO PROVIDE FOR AN INCREASE OF THE $15,000.00 SEALED BIDS THRESHOLD TO $30,000.00; TO PROVIDE THAT NOTICE TO BIDDERS SHALL BE PUBLISHED ON THE CITY'S WEBSITE; TO PROVIDE THAT NOTICE FOR ALL BIDS MAY BE GIVEN BY POSTING A REQUEST FOR PROPOSALS ON A WEB-BASED NOTIFICATION AND DELIVERY SYSTEM USED FOR PUBLIC SOLICITATIONS; TO PROVIDE FOR THE DELETION OF PRINTED ADVERTISEMENT, POSTING OR PUBLICATION IN THAT PORTION OF A NEWSPAPER NORMALLY GIVEN TO LEGAL ADVERTISEMENTS AND FOR THE REQUIREMENT THAT ALL BIDS, WHETHER POSTED OR ADVERTISED, BEAR THE TITLE "REQUEST FOR BIDS;" TO PROVIDE FOR DELETION OF THE REQUIREMENTS OF A PENAL BOND, A PERFORMANCE BOND AND THAT ALL BIDDERS SHALL POSSESS A MUNICIPAL OR COUNTY OCCUPATIONAL LICENSE; TO ADDRESS NON-RESPONSIVE BIDS; TO ADDRESS THE AMOUNT OF A BID BOND; TO PROVIDE REVISIONS REGARDING THE ACCEPTANCE OF BIDS; TO PROVIDE REVISIONS REGARDING THE EVALUATION OF BIDDER RESPONSIBILITY; TO PROVIDE THAT CHANGE ORDERS SHALL BE APPROVED BY THE CITY MANAGER; TO PROVIDE FOR AN INCREASE TO THE DOLLAR THRESHOLDS IN THE REGULATIONS GOVERNING THE PURCHASE AND SALES CRITERIA; CREATING SECTION 2-194 TO PROVIDE FOR CONTRACTS AND ENGAGEMENTS FOR PERSONAL AND PROFESSIONAL SERVICES OF ATTORNEYS AT LAW, FINANCIAL CONSULTANTS, EXPERTS AND OTHER PERSONAL AND PROFESSIONALS SERVICES WITHOUT COMPETITIVE BIDDING; REPEALING ORDINANCE 2021-03; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinances. Copies of the proposed Ordinances are available for inspection in the City Clerk's Office between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding proposed Ordinance 2023-04, please contact the City Clerk at 727-391-9951, ext. 231 or 232. If you would like more information regarding proposed Ordinance 2023-08, please contact the City Manager at 727-391-9951, ext. 227 or 228.

The meeting will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during either public hearing at this meeting will need a record of the proceedings, and for such purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private court reporter or private court recording firm to make the verbatim record.

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 231 or 223 or fax a written request to (727) 399-1131.

Clara VanBlargan, MMC, MSM, City Clerk

01/25/23

0000267280-01

ORDINANCE 2023-08

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CERTAIN SECTIONS OF ARTICLE V – PURCHASE AND CONTRACTS OF CHAPTER 2 – ADMINISTRATION OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO PROVIDE FOR AN INCREASE OF THE $15,000.00 SEALED BIDS THRESHOLD TO $30,000.00; TO PROVIDE THAT NOTICE TO BIDDERS SHALL BE PUBLISHED ON THE CITY'S WEBSITE; TO PROVIDE THAT NOTICE FOR ALL BIDS MAY BE GIVEN BY POSTING A REQUEST FOR PROPOSALS ON A WEB-BASED NOTIFICATION AND DELIVERY SYSTEM USED FOR PUBLIC SOLICITATIONS; TO PROVIDE FOR THE DELETION OF PRINTED ADVERTISEMENT, POSTING OR PUBLICATION IN THAT PORTION OF A NEWSPAPER NORMALLY GIVEN TO LEGAL ADVERTISEMENTS AND FOR THE REQUIREMENT THAT ALL BIDS, WHETHER POSTED OR ADVERTISED, BEAR THE TITLE "REQUEST FOR BIDS;" TO PROVIDE FOR DELETION OF THE REQUIREMENTS OF A PENAL BOND, A PERFORMANCE BOND AND THAT ALL BIDDERS SHALL POSSESS A MUNICIPAL OR COUNTY OCCUPATIONAL LICENSE; TO ADDRESS NON-RESPONSIVE BIDS; TO ADDRESS THE AMOUNT OF A BID BOND; TO PROVIDE REVISIONS REGARDING THE ACCEPTANCE OF BIDS; TO PROVIDE REVISIONS REGARDING THE EVALUATION OF BIDDER RESPONSIBILITY; TO PROVIDE THAT CHANGE ORDERS SHALL BE APPROVED BY THE CITY MANAGER; TO PROVIDE FOR AN INCREASE TO THE DOLLAR THRESHOLDS IN THE REGULATIONS GOVERNING THE PURCHASE AND SALES CRITERIA; CREATING SECTION 2-194 TO PROVIDE FOR CONTRACTS AND ENGAGEMENTS FOR PERSONAL AND PROFESSIONAL SERVICES OF ATTORNEYS AT LAW, FINANCIAL CONSULTANTS, EXPERTS AND OTHER PERSONAL AND PROFESSIONALS SERVICES WITHOUT COMPETITIVE BIDDING; REPEALING ORDINANCE 2021-03; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the Director of Finance has reviewed the current provisions of Article V - Purchase and Contracts of Chapter 2 – Administration of the Code of Ordinances and has recommended that certain revisions be updated; and

WHEREAS, the recommendations of the Director of Finance have been found meritorious by the Board of Commissioners; and

WHEREAS, the Board of Commissioners has received input from the public at two public hearings.

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

Section 1. That Section 2-182 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-182. - When bids required.

The city shall be required to advertise and seek sealed bids from bidders for all contracts wherein the city shall be obligated to pay a sum in excess of $30,000.00. The city shall not be required to seek bids for contracts for which bids are not required under general law (Florida Statutes) or the ordinances of the city. Further, this article shall not apply to the purchase of items or goods and services at a bona fide public action when such purchases have the prior approval of the board of commissioners.

Section 2. That Section 2-183 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-183. - Notice of bidding.

(a) Whenever bids are being sought as provided by this article, the bidding authority shall be required to give notice to bidders in the manner set forth in this section.

(b) Notice may be given by advertisement, in which case the bidding authority will cause to be published a notice conforming to the requirements of this article on the City's website. Such notice shall be published at least one time at least ten days prior to the opening of the bids.

(c) Notice may be given by posting a request for proposals on a web-based notification and delivery system used for public solicitations.

Section 3. That Section 2-184 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-184. - Requirements of notice.

Any notice given by advertisement or by posting shall conform to the requirements of this section.

(1) All notices, whether posted or advertised, shall contain a statement of the purpose for which bids are being sought. Such statement shall be

sufficiently particular so as to give interested bidders adequate notice of the purpose for which bids are being sought.

(2) All notices, whether posted or advertised, shall also state:

a. That bidding shall be by sealed bid;

b. That plans, specifications and bidding forms may be obtained and the location where they may be obtained;

c. The date and time when bidding shall be closed;

d. The location where bids shall be submitted;

e. The date, time and location where bids shall be opened;

f. That all bids submitted will be read publicly.

(3) In addition to any other matter set forth in any notice by advertising or posting, every notice shall contain the following statement:

"The city reserves the right to reject any or all bids, to waive any technical defects, and to accept any bid which the bidding authority believes to be in the best interest of the city. This request for bids and all bids submitted are subject to the city ordinances."

Section 4. That Section 2-186 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-186. - Plans, specifications and descriptions.

(a) It shall be the duty of the bidding authority to prepare plans, specifications, and descriptions of the work to be done under the contract for which bids are being sought. Such plans shall be sufficiently definite to afford a basis for fair competitive bidding on a common standard.

(b) The bidding authority shall have the discretion to provide alternate plans, specifications and descriptions for work to be done under the same contract for which bids are being sought.

(c) The bidding authority shall have the discretion to require that bidders submit bids based upon proposals by the bidder for alternate plans, specifications, materials, or methods. In this case, the bidding authority shall prepare guidelines setting forth the object for which bids are being sought, any standards or criteria which must be observed and all other things which are necessary so that bidders can prepare proposals for alternate plans, specifications, materials, or methods.

(d) All plans, specifications, descriptions and guidelines shall include a section dealing with all terms, conditions and provisions which the city shall require to be included in any contract awarded a successful bidder. Such section will include, where applicable, any provisions dealing with liquidated damages,

actual damages, penalties, time deadlines, indemnification, liability, method of payment and security for work.

Section 5. That Section 2-187 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-187. - Manner in which bids shall be submitted.

(a) All bids submitted shall be sufficiently definite to allow the bidding authority to make a fair comparison between bids submitted.

(b) Where the bidding authority has prescribed the manner in which work will be done, including the materials and methods to be used and the standards by which such work will be done, all bids shall indicate that work shall be performed in the prescribed manner.

(c) Where the bidding authority indicates that the bidder is to submit proposals for alternate plans, specifications, materials and methods, or where the bidding authority does not specify in its plans and specifications the manner in which work is to be done or the methods and materials to be used, all bids submitted shall clearly indicate the manner in which work shall be done, including, where applicable, the materials and methods to be used.

(d) Bids which are found to be non-responsive to the requirements set forth in the invitation to bid shall not be eligible for award. Bidders found to be not responsible when evaluated against the minimum qualifications and background information required to be provided in the bid shall not be eligible for award. The City reserves the sole discretion to waive minor irregularities in a bid to the extent allowed by law.

Section 6. That Section 2-188 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-188. - Security.

(a) The bidding authority shall have the discretion to require that all bids be submitted under a bid bond and to determine the amount of such bond. However, the bidding authority must make the determination that a bid bond is required prior to giving notice by advertisement or posting and inform all bidders of the requirement. Where the bidding authority determines that a bid bond is required, the bond shall be required of all bidders on a particular contract. The amount of a bid bond shall not exceed 5% of the estimated contract value or, if no value has been assigned, to the amount budgeted for the acquisition.

(b) The bidding authority is expressly disallowed from altering or modifying the terms of any bid for the purpose of providing additional monies in order to aid a bidder in obtaining any security as required by this article. This subsection shall not be construed as preventing the city or the bidding authority from doing all other things necessary to satisfy the requirements of any surety.

Section 7. That Section 2-189 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-189. - Qualification of bidders.

(a) Where state or county law provides for the licensing or certification of any person or firm engaged in the business of the bidder and such licensing or certification is related to the capacity in which a bidder submits a bid under this article, all bidders shall present proof of such licensing or certification at the time of the award. All bidders shall be licensed or certified as provided by law.

(b) The bidding authority shall have the discretion to require that bidders submit financial and other records with their bids in order to aid the bidding authority in awarding the contract. Moreover, the bidding authority shall have the discretion to require that bidders submit documents or other materials showing the bidder's qualifications to perform under the contract, including but not limited to, documents demonstrating the bidder's degree of expertise, reputation for performance, and possession of facilities.

Section 8. That Section 2-190 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-190. - Nature of the bid.

(a) Notwithstanding a bidder’s failure to sign any form contract document contained in an invitation to bid, a bidder’s submission of a bid shall constitute an offer inviting and authorizing acceptance by the city in the manner provided in this article. In no way shall any action by the city or the bidding authority be deemed an offer. No contractual relationship between the city or the bidding authority and any bidder shall arise until the bid is accepted in the manner provided in this article.

(b) Unless the invitation to bid provides that award will be made to the lowest responsive, responsible bidder, the city shall not be obligated to award a contract to the lowest bidder. However, if award will be based on factors other than or in addition to price, those factors shall be set forth in the invitation to bid. The city reserves the right to waive any defects in the bid.

Section 9. That Section 2-191 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-191. - Award of the contract.

(a) When evaluating a bidder's responsibility, the city shall consider the quality of the bidder's work on other similar projects, the bidder's expertise and experience related to the project's scope of work, the bidder's reputation for performance as evaluated by the bidder's listed references and other information the city independently acquires, the bidder's financial, legal and technical abilities to perform, the bidder's ability to timely fulfill its obligations under the contract in light of other current or awarded work, whether the bidder or its officers or key personnel to be performing the work have been indicted or convicted of bribery, extortion, collusion, fraud, or any other crime which, in the city's sole discretion, is reasonably related to the bidder's contracting practices, whether the bidder has been suspended or debarred by the city or any other governmental agency, the bidder's historical performance of prior work for the city, as well as any other criteria or minimum qualifications set forth in the invitation to bid.

(b) Notwithstanding any term in an invitation to bid or any action of any city official to the contrary (including a staff recommendation of a bidder as the lowest responsive, responsible bidder, the issuance of a notice of intent to award, or a vote by the ~~city commission~~ board of commissioners to authorize award), only the execution of a contract (including the issuance of a purchase order) by an authorized city official shall constitute acceptance of a bid and the formation of a contract.

Section 10. That Section 2-192 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-192. - Modification of the contract.

(a) In no event shall plans, specifications, descriptions, guidelines or the proposed contract be modified after notice by advertisement or posting and before the award of the contract.

(b) After the contract has been awarded, the city may, in its discretion, supplement or modify the contract as awarded subject, however, to the following requirements:

(1) A contract may be modified by supplemental agreement or change order only. Supplemental agreements shall be reduced to written contract form,

approved by the bidder's surety (if applicable) and executed by the city and the bidder in the same manner that the original contract was executed. Change orders shall be in writing and approved by the City Manager, consulting engineer, or other authorized city official.

(2) Supplemental agreements may be entered into only for the purpose of clarifying the plans or specifications of a contract, providing for unforeseen work, changes or alterations in plans which could not reasonably have been contemplated or foreseen in the original plans, changing the limits of construction to meet field conditions, or to make the project functionally operational in accordance with the intent of the original contract.

(3) Written change orders may be issued by the city or the bidding authority and accepted by the bidder in order to make minor changes in the plans, specifications, or quantities of work, within the scope of the contract, but in no event shall such change orders extend the physical limits of the work.

Section 11. That Section 2-193 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-193. - Regulations governing the purchasing and sales criteria of the city manager and department heads.

The following regulations regarding the purchasing of goods and services are hereby established:

(1) Items with a cost of less than $5,000.00 may be purchased by telephone call or other contact between the city manager, department head, or his/her designee and supplier, based on the buyer's experience and knowledge.

(2) Items with a cost from $5,000.00 to $30,000.00 will be purchased by the city manager, department head, or his/her designee requesting quotations via a formal sales quote or similar proposal from the supplier. After quotations are received, purchase orders will be issued to the vendor who has quoted the most acceptable products or services at the lowest cost.

(3) Items with a cost in excess of $30,000.00 shall be competitively bid as required by section 2-182 of this article, except under the following circumstances:

a. When such proposed expenditure may be consummated through use of state, county, district or other municipal contract lists, such as piggybacking or cooperative purchase agreements, the competitive process shall be waived. To comply with this exception, the contract upon which the city seeks to piggyback must contain language which authorizes subsequent parties to piggyback on it and must be for the same prices and material conditions as are contained in the original contract. Any cooperative purchasing agreement relied upon to support

a purchase without competition must provide that the city is a party to the agreement, and demonstrate that the lead agency engaged in a competitive solicitation on behalf of the agreement's parties.

b. Where the commodities or contractual services are available only from a single source. When the city believes that desired commodities or contractual services are available only from a single source, the city manager or designee shall electronically post a description of the commodities or contractual services sought for a period of at least five business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. Posting shall not be required for desired commodities or contractual services below $5,000.00. If it is determined in writing by the city manager or designee, after reviewing all relevant information including information received from prospective vendors as a result of a required posting, that the commodities or contractual services are in fact available only from a single source, the city is authorized to enter a sole source purchase contract. In any case where the city seeks to purchase materials for the construction, modification, alteration, or repair of any city-owned facility from a sole source, the ~~city commission~~ board of commissioners must first make the written findings required by Florida Statutes § 255.04.

c. Personal and professional service contracts as provided for in section 2-194 of this article.

d. Emergency purchases, which shall be awarded as provided in subsection (9).

e. Purchases of used equipment, including equipment acquired at a lawfully-conducted public auction.

f. Insurance policies, utilities, and real property.

g. Procurements where the city attorney confirms that the use of a different vendor would void an existing warranty the city desires to maintain.

h. Purchases made pursuant to a state or federal grant contract where the terms of the contract require the city to use a procurement method inconsistent with this code.

(4) The city manager will secure the board of commissioners approval for the purchases which have not previously been approved by the commission or when such purchases exceed $30,000.00.

(5) The board of commissioners, upon recommendation of the city manager, may waive the above procedures by four-fifths vote whenever the strict imposition of these procedures would not be in the best interests of the city. Such waiver shall be by motion and shall occur at a public meeting. All rental

of city-owned property, whether personal or real property, shall be by motion of the board of commissioners and shall be done at a public meeting.

(6) All contracts for construction of any project by the city shall be in accordance with the procedures set forth above for the purchase of other property, unless other procedures are required by state statute.

(7) The city may either participate in, sponsor, conduct or administer a cooperative purchasing program involving the combining of requirements of two or more public entities to obtain the advantages of volume purchases, a reduction in expenses, or other public benefits. Such cooperative purchasing may include, but is not limited to, joint or multiparty contracts between the public entities and open-ended state or county contracts which are available to political subdivisions. This cooperative purchasing subsection shall be independent of and in lieu of subsections (1) and (2).

(8) The city manager, as purchasing agent of the city, may designate a representative of the city who shall be authorized to issue purchase orders for approved expenditures on his/her behalf.

(9) When a state of emergency is declared in Pinellas County in the event of, or in anticipation of, a natural or manmade disaster including, but not limited to, a hurricane, tornado, flood, fire, riot or other act of God, or an act of domestic terrorism, the city manager shall have the authority to suspend all normal purchasing policies and to waive the procedures and formalities otherwise required by law or ordinance pertaining to:

a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the community;

b. Entering into contracts;

c. Incurring obligations;

d. Employment of permanent and temporary workers;

e. Utilization of volunteer workers;

f. Rental of equipment;

g. Acquisition and distribution, with or without compensation, of supplies, materials and facilities;

h. Appropriation and expenditure of public funds.

Section 12. That Section 2-194 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby created and shall read as follows:

Sec. 2-194. - Personal and professional services.

Contracts and engagement of personal and professional services may be obtained and entered into by the ~~city commission~~ board of commissioners without competitive bidding. The fixing and payment of salaries to city employees and contracts for the services of attorneys at law, financial consultants, experts and other personal and professional services shall not be subject to the requirement for competitive bids where doing so does not conflict with state or federal law. Notwithstanding the foregoing, where the city seeks to acquire architectural, engineering, landscape architecture, or registered surveying and mapping services, it shall comply with the requirements of Florida Statutes § 287.055. External auditors shall be retained pursuant to the procedures set forth in Florida Statutes § 218.391. External auditors shall be retained pursuant to the procedures set forth in Florida Statutes § 218.391.

Section 13. That Ordinance 2021-03 is hereby repealed in its entirety.

Section 14. This Ordinance shall be in full force and effect from and after its adoption and approval in the manner approved by law.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2023.

_____
John B. Hendricks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

ORDINANCE NO. 2023-08

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CERTAIN SECTIONS OF ARTICLE V – PURCHASE AND CONTRACTS OF CHAPTER 2 – ADMINISTRATION OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO PROVIDE FOR AN INCREASE OF THE $15,000.00 SEALED BIDS THRESHOLD TO $30,000.00; TO PROVIDE THAT NOTICE TO BIDDERS SHALL BE PUBLISHED ON THE CITY'S WEBSITE; TO PROVIDE THAT NOTICE FOR ALL BIDS MAY BE GIVEN BY POSTING A REQUEST FOR PROPOSALS ON A WEB-BASED NOTIFICATION AND DELIVERY SYSTEM USED FOR PUBLIC SOLICITATIONS; TO PROVIDE FOR THE DELETION OF PRINTED ADVERTISEMENT, POSTING OR PUBLICATION IN THAT PORTION OF A NEWSPAPER NORMALLY GIVEN TO LEGAL ADVERTISEMENTS AND FOR THE REQUIREMENT THAT ALL BIDS, WHETHER POSTED OR ADVERTISED, BEAR THE TITLE "REQUEST FOR BIDS;" TO PROVIDE FOR DELETION OF THE REQUIREMENTS OF A PENAL BOND, A PERFORMANCE BOND AND THAT ALL BIDDERS SHALL POSSESS A MUNICIPAL OR COUNTY OCCUPATIONAL LICENSE; TO ADDRESS NON-RESPONSIVE BIDS; TO ADDRESS THE AMOUNT OF A BID BOND; TO PROVIDE REVISIONS REGARDING THE ACCEPTANCE OF BIDS; TO PROVIDE REVISIONS REGARDING THE EVALUATION OF BIDDER RESPONSIBILITY; TO PROVIDE THAT CHANGE ORDERS SHALL BE APPROVED BY THE CITY MANAGER; TO PROVIDE FOR AN INCREASE TO THE DOLLAR THRESHOLDS IN THE REGULATIONS GOVERNING THE PURCHASE AND SALES CRITERIA; CREATING SECTION 2-194 TO PROVIDE FOR CONTRACTS AND ENGAGEMENTS FOR PERSONAL AND PROFESSIONAL SERVICES OF ATTORNEYS AT LAW, FINANCIAL CONSULTANTS, EXPERTS AND OTHER PERSONAL AND PROFESSIONALS SERVICES WITHOUT COMPETITIVE BIDDING; REPEALING ORDINANCE 2021-03; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the Director of Finance has reviewed the current provisions of Article V - Purchase and Contracts of Chapter 2 – Administration of the Code of Ordinances and has recommended that certain revisions be updated; and

WHEREAS, the recommendations of the Director of Finance have been found meritorious by the Board of Commissioners; and

WHEREAS, the Board of Commissioners has received input from the public at two public hearings.

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

Section 1. That Section 2-182 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-182. - When bids required.

The city shall be required to advertise and seek sealed bids from bidders for all contracts wherein the city shall be obligated to pay a sum in excess of $~~15~~30,000.00. The city shall not be required to seek bids for contracts for which bids are not required under general law (Florida Statutes) or the ordinances of the city. Further, this article shall not apply to the purchase of items or goods and services at a bona fide public action when such purchases have the prior approval of the board of commissioners.

Section 2. That Section 2-183 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-183. - Notice of bidding.

(a) Whenever bids are being sought as provided by this article, the bidding authority shall be required to give notice to bidders in the manner set forth in this section.

(b) Notice may be given by advertisement, in which case the bidding authority will cause to be published a notice conforming to the requirements of this article ~~in a newspaper of general circulation in the county.~~on the City's website. Such notice shall be published at least one time at least ten days prior to the opening of the bids.

(c) ~~Notice may be given by posting, except where bids are being sought by the city manager pursuant to his capacity as purchasing agent for the city, as defined and limited by the Charter. In all other cases where bids are being sought by the city, notice may be given by posting. Where notice is given by posting, the bidding authority shall cause to be posted a notice conforming to the requirements of this article in each of three conspicuous places in the city, one of which shall be on the door of city hall or at some place close to the door of city hall where such notices are regularly and customarily placed. Such notices shall be posted at least ten days before bids are opened and shall remain posted until such times as bid are open.~~Notice may be given by posting a request for proposals on a web-based notification and delivery system used for public solicitations.

~~(d) Notice may be given by advertisement or posting or both, but in no event shall any contract be awarded without notice being given by advertisement or posting.~~

~~(e) At the discretion of the bidding authority, the bidding authority may, in addition to giving notice by posting or advertisement, give notice by letter of the fact that bids are being sought to bidders which the bidding authority believes may be interested in bidding. Such notice should con- form fully to the requirements of notice as set forth in this chapter or, in the alternative, state that the bidder takes such notice subject to every- thing set forth in notices given by advertisement or posting. However, failure of the bidding author- ity in such letter to fully set forth notice conforming to the requirements of this chapter or, alter- natively, to state that the bidder takes such notice subject to everything set forth in notices by advertisement or posting shall in no way constitute a waiver of those things set forth in notices by advertisement or posting. Bidders shall take no- tice, however received, subject to everything set forth in notices by advertisement or posting.~~

~~(f) In order to effectuate the giving of notice by letter, the bidding authority may, in its discretion, establish procedures whereby bidders may notify the bidding authority that they wish to be notified of bids by letter. However, in no event shall any such procedures established by the bidding authority constitute a representation of any kind relating to notice by posting or advertisement. Any such procedures established by the bidding authority shall in no way constitute a waiver by the bidding authority or the city of the provision that notice, no matter how received, is given and taken subject to everything contained in notices by advertisement or posting. The city or the bidding authority shall in no way be held liable for failure to give any notice according to any procedures established by the bidding authority.~~

Section 3. That Section 2-184 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-184. - Requirements of notice.

Any notice given by advertisement or by posting shall conform to the requirements of this section.

~~(1) Any notice given by posting shall be legibly written, printed or typed on paper no size smaller than 8½ inches by 11 inches. Any notice given by advertisement shall be displayed in that portion of the news- paper normally given to legal advertisements and shall be published in at least six-point type and in a column width similar to other legal advertisements in the newspaper.~~

~~(2) All notices, whether posted or advertised, shall bear the title: Request~~

~~for bids.~~

~~1.~~(1) All notices, whether posted or advertised, shall contain a statement of the purpose for which bids are being sought. Such statement shall be sufficiently particular so as to give interested bidders adequate notice of the purpose for which bids are being sought.

~~2.~~(2) All notices, whether posted or advertised, shall also state:

~~a.~~ a. That bidding shall be by sealed bid;

~~b.~~ b. That plans, specifications and bidding forms may be obtained and the location where they may be obtained;

~~c.~~ c. The date and time when bidding shall be closed;

~~d.~~ d. The location where bids shall be submitted;

~~e.~~ e. The date, time and location where bids shall be opened;

~~f.~~ f. That all bids submitted will be read publicly.

~~3.~~(3) In addition to any other matter set forth in any notice by advertising or posting, every notice shall contain the following statement:

"The city reserves the right to reject any or all bids, to waive any technical defects, and to accept any bid which the bidding authority believes to be in the best interest of the city. This request for bids and all bids submitted are subject to the city ordinances."

Section 4. That Section 2-186 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-186. - Plans, specifications and descriptions.

(a) It shall be the duty of the bidding authority to prepare plans, specifications, and descriptions of the work to be done under the contract for which bids are being sought. Such plans shall be sufficiently definite to afford a basis for fair competitive bidding on a common standard.

(b) The bidding authority shall have the discretion to provide alternate plans, specifications and descriptions for work to be done under the same contract for which bids are being sought.

(c) The bidding authority shall have the discretion to require that bidders submit bids based upon proposals by the bidder for alternate plans, specifications, materials, or methods. In this case, the bidding authority shall prepare guidelines setting forth the object for which bids are being sought, any standards or criteria which must be observed and all other things which are necessary so that bidders can prepare proposals for alternate plans, specifications, materials, or methods.

(d) All plans, specifications, descriptions and guidelines shall include a section dealing with all terms, conditions and provisions which the city shall require to be included in any contract awarded a successful bidder. Such section will include, where applicable, any provisions dealing with liquidated damages, actual damages, penalties, time deadlines, indemnification, liability, method of payment and security for work.

~~(e) All plans, specifications, descriptions and guidelines prepared by the bidding authority shall include a section informing the bidder that a penal bond shall be required, pursuant to Florida Statutes § 255.05, or any other law or successor statutes.~~

Section 5. That Section 2-187 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-187. - Manner in which bids shall be submitted.

(a) All bids submitted shall be sufficiently definite to allow the bidding authority to make a fair comparison between bids submitted.

(b) Where the bidding authority has prescribed the manner in which work will be done, including the materials and methods to be used and the standards by which such work will be done, all bids shall indicate that work shall be performed in the prescribed manner.

(c) Where the bidding authority indicates that the bidder is to submit proposals for alternate plans, specifications, materials and methods, or where the bidding authority does not specify in its plans and specifications the manner in which work is to be done or the methods and materials to be used, all bids submitted shall clearly indicate the manner in which work shall be done, including, where applicable, the materials and methods to be used.

~~(d) Failure to submit bids in the manner pre- scribed by the bidding shall be a sufficient reason for the bidding authority not to award the con- tract to the bidder. Where the bidding authority determines in its discretion that a bid is not sufficiently definite, the bidding authority may refuse to consider the bid in making its award, or, at its discretion, invite a clarification from the bidder.~~

(d) Bids which are found to be non-responsive to the requirements set forth in the invitation to bid shall not be eligible for award. Bidders found to be not responsible when evaluated against the minimum qualifications and background information required to be provided in the bid shall not be eligible for award. The City reserves the sole discretion to waive minor irregularities in a bid to the extent allowed by law.

Section 6. That Section 2-188 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-188. - Security.

~~(a) No contract may be awarded a bidder un- less the bidder submits, at the time the contract is awarded, a performance bond for the amount of the contract. In its discretion, the bidding authority may waive this requirement or allow the bidder to submit a certified check or a cashier's check for the amount of the contract in lieu of a performance bond.~~

~~(b) The successful bidder shall be required to obtain a penal bond as required by Florida Statutes § 255.05, or as may be required by any other law or successor statute.~~

~~(c)~~(a) The bidding authority shall have the discretion to require that all bids be submitted under ~~the~~a bid bond and to determine the amount of such bond. However, the bidding authority must make the determination that a bid bond is required prior to giving notice by advertisement or posting and inform all bidders of the requirement. Where the bidding authority determines that a bid bond is required, the bond shall be required of all bidders on a particular contract. The amount of a bid bond shall not exceed 5% of the estimated contract value or, if no value has been assigned, to the amount budgeted for the acquisition.

~~(d)~~(b) The ~~city and the~~ bidding authority ~~are~~is expressly disallowed from altering or modifying the terms of any ~~contract~~bid for the purpose of providing additional monies in order to aid a bidder in obtaining any security as required by this article. This subsection shall not be construed as preventing the city or the bidding authority from doing all other things necessary to satisfy the requirements of any surety.

Section 7. That Section 2-189 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-189. - Qualification of bidders.

(a) Where state or county law provides for the licensing or certification of any person or firm engaged in the business of the bidder and such licensing or certification is related to the capacity in which a bidder submits a bid under this article, all bidders shall present proof of such licensing or certification at the time of the award. All bidders shall be licensed or certified as provided by law.

(b) ~~All bidders shall possess an occupational license from a municipality or county in the state and shall present such license at the time of the award.~~

~~(c)~~ The bidding authority shall have the discretion to require that bidders submit financial and other records with their bids in order to aid the bidding authority in awarding the contract. Moreover, the bidding authority shall have the discretion to require that bidders submit documents or other materials showing the bidder's qualifications to perform under the contract, including but not limited to,

documents demonstrating the bidder's degree of expertise, reputation for performance, and possession of facilities.

Section 8. That Section 2-190 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-190. - Nature of the bid.

~~The~~(a) Notwithstanding a bidder's failure to sign any form contract document contained in an invitation to bid ~~submitted by a bidder~~, a bidder's submission of a bid shall constitute an offer inviting and authorizing acceptance by the city in the manner provided in this article. In no way shall any action by the city or the bidding authority be deemed an offer. No contractual relationship between the city or the bidding authority and any bidder shall arise until the bid is accepted in the manner provided in this article.

(b) Unless the ~~bidding authority reserves the right~~invitation to ~~reject any~~ bid ~~without cause. The city and~~provides that award will be made to the lowest responsive, responsible bidder, the ~~bidding authority in no way obligate themselves to accept~~ city shall not be obligated to award a contract to the lowest ~~bid, but reserves the right to accept any bid which the city and the bidding authority deem~~bidder. However, if award will be based on factors other than or in addition to price, those factors shall be set forth in the ~~best interest of the city.~~invitation to bid. The city reserves the right to waive any defects in the bid.

Section 9. That Section 2-191 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-191. - Award of the contract.

~~(a) In making an award of the contract, the city and the bidding authority shall consider all factors which the city and the bidding authority deem relevant, including such things as the quality of the materials, the quality of the workman- ship, the degree of expertise and experience of the bidder, the bidder's reputation for performance, the bidders possession of facilities, the obligations then assumed or about to be assumed by the bidder, the integrity and credit of the bidder, as well as other matters influencing the ability of the bidder to perform the contract.~~

~~(b) No act of the city or the bidding authority shall constitute acceptance of the bid except either written notification to the successful bidder of the award or the signing of the contract by all parties.~~

(a) When evaluating a bidder's responsibility, the city shall consider the quality of the bidder's work on other similar projects, the bidder's expertise and experience related to the project's scope of work, the bidder's reputation for performance as evaluated by the bidder's listed references and other information the city independently acquires, the bidder's financial, legal and technical abilities to perform, the bidder's ability to timely fulfill its obligations under the contract in light of other current or awarded work, whether the bidder or its officers or key personnel to be performing the work have been indicted or convicted of bribery, extortion, collusion, fraud, or any other crime which, in the city's sole discretion, is reasonably related to the bidder's contracting practices, whether the bidder has been suspended or debarred by the city or any other governmental agency, the bidder's historical performance of prior work for the city, as well as any other criteria or minimum qualifications set forth in the invitation to bid.

(b) Notwithstanding any term in an invitation to bid or any action of any city official to the contrary (including a staff recommendation of a bidder as the lowest responsive, responsible bidder, the issuance of a notice of intent to award, or a vote by the city commission to authorize award), only the execution of a contract (including the issuance of a purchase order) by an authorized city official shall constitute acceptance of a bid and the formation of a contract.

Section 10. That Section 2-192 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-192. - Modification of the contract.

(a) In no event shall plans, specifications, descriptions, guidelines or the proposed contract be modified after notice by advertisement or posting and before the award of the contract.

(b) After the contract has been awarded, the city may, in its discretion, supplement or modify the contract as awarded subject, however, to the following requirements:

(1) A contract may be modified by supplemental agreement or change order only. Supplemental agreements shall be reduced to written contract form, approved by the bidder's surety (if applicable) and executed by the city and the bidder in the same manner that the original contract was executed. Change orders shall be in writing and ~~signed~~approved by the City Manager, consulting engineer, or other authorized city ~~and the bidder.~~official.

(2) Supplemental agreements may be entered into only for the purpose of clarifying the plans or specifications of a contract, providing for unforeseen work, changes or alterations in plans which could not reasonably have been

contemplated or foreseen in the original plans, changing the limits of construction to meet field conditions, or to make the project functionally operational in accordance with the intent of the original contract.

(3) Written change orders may be issued by the city or the bidding authority and accepted by the bidder in order to make minor changes in the plans, specifications, or quantities of work, within the scope of the contract, but in no event shall such change orders extend the physical limits of the work.

~~(4) Supplemental agreements and change orders may exceed the original contract price by a maximum of 20 percent. However, the city may, by special vote of the board of commissioners, authorize a supplemental agreement which exceeds the maximum amount specified in this paragraph for unusual or extraordinary circumstances which necessitate such action.~~

~~(c) All change orders and supplemental agreements shall be approved by the city.~~

Section 11. That Section 2-193 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 2-193. - Regulations governing the purchasing and sales criteria of the city manager~~.~~ and department heads.

The following regulations regarding the purchasing of ~~materials, machinery, consultant~~goods and services ~~and rental of property~~ are hereby established:

(1) Items with a cost of less than $~~1~~5,000.00 may be purchased by telephone call or other contact between the city manager, department head, or his/her designee and supplier, based on the buyer's experience and knowledge.

(2) Items with a cost from $~~1~~5,000.00 to $~~15~~30,000.00 will be purchased by the city manager, department head, or his/her designee requesting quotations ~~by~~via a formal sales quote or similar proposal from the ~~use of request for quotation forms (RFQ). The city manager or his/her designee will use its bidders file for this purpose, selecting bidder names on a rotating basis and sending RFQ's to at least three suppliers to the extent that the bidder file or other information allows such a procedure. Otherwise, reference will be made to telephone classified pages or other appropriate sources for additional bidder names.~~ supplier. After quotations are received, purchase orders will be issued to the vendor who has quoted the most acceptable products or services at the lowest cost.

(3) Items with a cost in excess of $~~15~~30,000.00 shall be competitively bid ~~in accordance with~~ as required by section 2-182 of this article, except ~~when prices are established by a~~under the following circumstances:

a. When such proposed expenditure may be consummated through use of state, county, district or other municipal contract ~~price list or by~~

~~another agency's bid process; when the~~ lists, such as piggybacking or cooperative purchase ~~is from a sole source or due to an emergency situation; or when~~agreements, the competitive process shall be waived. To comply with this exception, the contract upon which the city seeks to piggyback must contain language which authorizes subsequent parties to piggyback on it and must be for the same prices and material conditions as are contained in the original contract. Any cooperative purchasing agreement relied upon to support a purchase without competition must provide that the city is a party to the agreement, and demonstrate that the lead agency engaged in a competitive solicitation on behalf of the agreement's parties.

b. Where the commodities or contractual services are available only from a single source. When the city believes that desired commodities or contractual services are available only from a single source, the city manager or designee shall electronically post a description of the commodities or contractual services sought for a period of at least five business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. Posting shall not be required for desired commodities or contractual services below $5,000.00. If it is determined in writing by the city manager or designee, after reviewing all relevant information including information received from prospective vendors as a result of a required posting, that the commodities or contractual services are in fact available only from a single source, the city is authorized to enter a sole source purchase contract. In any case where the city seeks to purchase materials for the construction, modification, alteration, or repair of any city-owned facility from a sole source, the city commission must first make the written findings required by Florida Statutes § 255.04.

c. Personal and professional service contracts as provided for in section 2-194 of this article.

d. Emergency purchases, which shall be awarded as provided in subsection (9).

e. Purchases of used equipment, including equipment acquired at a lawfully-conducted public auction.

f. Insurance policies, utilities, and real property.

g. Procurements where the city attorney confirms that the use of a different vendor would void an existing warranty the city desires to maintain.

h. Purchases made pursuant to ~~the Consultant's Competitive Negotiation Act~~a state or federal grant contract where the terms of the contract require the city to use a procurement method inconsistent with this code.

(4) The city manager will secure the board of commissioners approval for the purchases which have not previously been approved by the commission or when such purchases exceed $~~15~~30,000.00.

(5) The board of commissioners, upon recommendation of the city manager, may waive the above procedures by four-fifths vote whenever the strict imposition of these procedures would not be in the best interests of the city. Such waiver shall be by motion and shall occur at a public meeting. All rental of city-owned property, whether personal or real property, shall be by motion of the board of commissioners and shall be done at a public meeting.

(6) All contracts for construction of any project by the city shall be in accordance with the procedures set forth above for the purchase of other property, unless other procedures are required by state statute.

(7) The city may either participate in, sponsor, conduct or administer a cooperative purchasing program involving the combining of requirements of two or more public entities to obtain the advantages of volume purchases, a reduction in expenses, or other public benefits. Such cooperative purchasing may include, but is not limited to, joint or multiparty contracts between the public entities and open-ended state or county contracts which are available to political subdivisions. This cooperative purchasing subsection shall be independent of and in lieu of subsections (1) and (2).

(8) The city manager, as purchasing agent of the city, may designate a ~~chief procurement officer~~representative of the city who shall be authorized to issue purchase orders for approved expenditures on his/her behalf.

(9) When a state of emergency is declared in Pinellas County in the event of, or in anticipation of, a natural or manmade disaster including, but not limited to, a hurricane, tornado, flood, fire, riot or other act of God, or an act of domestic terrorism, the city manager shall have the authority to suspend all normal purchasing policies and to waive the procedures and formalities otherwise required by law or ordinance pertaining to:

a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the community;

b. Entering into contracts;

c. Incurring obligations;

d. Employment of permanent and temporary workers;

e. Utilization of volunteer workers;

f. Rental of equipment;

g. Acquisition and distribution, with or without compensation, of supplies, materials and facilities;

h. Appropriation and expenditure of public funds.

Section 12. That Section 2-194 of Chapter 2 (Administration) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby created and shall read as follows:

Sec. 2-194. - Personal and professional services.

Contracts and engagement of personal and professional services may be obtained and entered into by the city commission without competitive bidding. The fixing and payment of salaries to city employees and contracts for the services of attorneys at law, financial consultants, experts and other personal and professional services shall not be subject to the requirement for competitive bids where doing so does not conflict with state or federal law. Notwithstanding the foregoing, where the city seeks to acquire architectural, engineering, landscape architecture, or registered surveying and mapping services, it shall comply with the requirements of Florida Statutes § 287.055. External auditors shall be retained pursuant to the procedures set forth in Florida Statutes § 218.391. External auditors shall be retained pursuant to the procedures set forth in Florida Statutes § 218.391.

Section 13. That Ordinance 2021-03 is hereby repealed in its entirety.

Section 14. This Ordinance shall be in full force and effect from and after its adoption and approval in the manner approved by law.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2023.

_____
John B. Hendricks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

0000267280-01

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pinellas, Hillsborough, Pasco, Hernando Citrus }

Before the undersigned authority personally appeared **Jill Harrison** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCES 2023-04, 08** was published in said newspaper by print in the issues of: **1/25/23** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida and that the said newspaper has heretofore been continuously published in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant

Sworn to and subscribed before me this 01/25/2023

Signature of Notary Public

Personally known X or produced identification

Type of identification produced

Notary Public State of Florida
Sharon Kerrigan
My Commission HH 044422
Expires 09/20/2024

LEGAL NOTICE

NOTICE OF PUBLIC HEARINGS
CITY OF MADEIRA BEACH

Item 9B.

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter, and Florida Statute §166.041(3)(a):

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing for the adoption of proposed Ordinance 2023-04 and conduct a Second Reading and Public Hearing for the adoption of proposed Ordinance 2023-08 on Wednesday, February 8, 2023, at 2:00 p.m.** The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The title of said Ordinances are as follows:

ORDINANCE 2023-04

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CALLING FOR A MUNICIPAL ELECTION ON MARCH 14, 2023, FOR THE PURPOSE OF ELECTING A MAYOR; PROVIDING FOR TWO CHARTER AMENDMENTS; PROVIDING FOR PUBLICATION; AUTHORIZING ELECTION EXPENDITURES; IDENTIFYING THE PINELLAS COUNTY CANVASSING BOARD AS THE CANVASSING BOARD FOR THE MARCH 14, 2023 MUNICIPAL ELECTION; PROVIDING FOR POLLING PLACES; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-08

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CERTAIN SECTIONS OF ARTICLE V – PURCHASE AND CONTRACTS OF CHAPTER 2 – ADMINISTRATION OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO PROVIDE FOR AN INCREASE OF THE $15,000.00 SEALED BIDS THRESHOLD TO $30,000.00; TO PROVIDE THAT NOTICE TO BIDDERS SHALL BE PUBLISHED ON THE CITY'S WEBSITE; TO PROVIDE THAT NOTICE FOR ALL BIDS MAY BE GIVEN BY POSTING A REQUEST FOR PROPOSALS ON A WEB-BASED NOTIFICATION AND DELIVERY SYSTEM USED FOR PUBLIC SOLICITATIONS; TO PROVIDE FOR THE DELETION OF PRINTED ADVERTISEMENT, POSTING OR PUBLICATION IN THAT PORTION OF A NEWSPAPER NORMALLY GIVEN TO LEGAL ADVERTISEMENTS AND FOR THE REQUIREMENT THAT ALL BIDS, WHETHER POSTED OR ADVERTISED, BEAR THE TITLE "REQUEST FOR BIDS;" TO PROVIDE FOR DELETION OF THE REQUIREMENTS OF A PENAL BOND, A PERFORMANCE BOND AND THAT ALL BIDDERS SHALL POSSESS A MUNICIPAL OR COUNTY OCCUPATIONAL LICENSE; TO ADDRESS NON-RESPONSIVE BIDS; TO ADDRESS THE AMOUNT OF A BID BOND; TO PROVIDE REVISIONS REGARDING THE ACCEPTANCE OF BIDS; TO PROVIDE REVISIONS REGARDING THE EVALUATION OF BIDDER RESPONSIBILITY; TO PROVIDE THAT CHANGE ORDERS SHALL BE APPROVED BY THE CITY MANAGER; TO PROVIDE FOR AN INCREASE TO THE DOLLAR THRESHOLDS IN THE REGULATIONS GOVERNING THE PURCHASE AND SALES CRITERIA; CREATING SECTION 2-194 TO PROVIDE FOR CONTRACTS AND ENGAGEMENTS FOR PERSONAL AND PROFESSIONAL SERVICES OF ATTORNEYS AT LAW, FINANCIAL CONSULTANTS, EXPERTS AND OTHER PERSONAL AND PROFESSIONALS SERVICES WITHOUT COMPETITIVE BIDDING; REPEALING ORDINANCE 2021-03; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinances. Copies of the proposed Ordinances are available for inspection in the City Clerk's Office between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding proposed Ordinance 2023-04, please contact the City Clerk at 727-391-9951, ext. 231 or 232. If you would like more information regarding proposed Ordinance 2023-08, please contact the City Manager at 727-391-9951, ext. 227 or 228.

The meeting will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during either public hearing at this meeting will need a record of the proceedings, and for such purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private court reporter or private court recording firm to make the verbatim record.

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 231 or 223 or fax a written request to (727) 399-1131.

Clara VanBlargan, MMC, MSM, City Clerk

01/25/23

0000267280-01

Memorandum

Meeting Details: February 8, 2023, BOC Regular Meeting

Prepared For: Hon. Mayor and Board of Commissioners

From: Andrew Morris, Planner/GIS Technician, Community Development Department

Subject: ORDINANCE 2023-11; AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO ADOPT THE CHANGES IDENTIFIED IN THE REGULARLY SCHEDULED EVALUATION AND APPRAISAL OF THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE (First Reading)

Background: Ordinance 2023-11 amends the Madeira Beach Comprehensive Plan and Data Analysis.

Discussion: Local governments are required to evaluate and appraise their Comprehensive Plan at least every 7 years (EAR) to be consistent with current Florida Statutory requirements that have changed since the last EAR-based amendment including current data and standards. These amendments must go before the Local Planning Agency (Planning Commission) and Board of Commissioners before transmitting to the State for review, prior to local adoption. The Local Planning Agency (Planning Commission) on January 9, 2023, reviewed Ordinance 2023-11. They recommended to move Ordinance 2023-11 to the Board of Commissioners for transmittal and include a definition for land development regulations.

Fiscal Impact: N/A

Recommendation(s): Staff recommends Ordinance 2023-11 to move forward to transmittal.

Attachments:

Draft Ordinance 2023-11

Draft Exhibit A, EAR-based Amendments included in a complete Comprehensive Plan

Draft Revised Data and Analysis

ORDINANCE 2023-11

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO ADOPT THE CHANGES IDENTIFIED IN THE REGULARLY SCHEDULED EVALUATION AND APPRAISAL OF THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Madeira Beach was adopted on May 27, 2008, and was subsequently amended by Ordinance 1179 on July 10, 2012, Ordinance 2014-09 on November 12, 2014, and Ordinances 2016-08, 2016-09, and 2016-10 on October 11, 2016, and Ordinance 2020-21 on April 14, 2021; and

WHEREAS, Florida's 2011 Community Planning Act lifted state-mandated requirements for transportation concurrency management and level of service standards, while encouraging the coordination of planning and growth management activities among local governments, metropolitan planning organizations, regional and state agencies; and

WHEREAS, Florida Statutes Section 163.3191 mandates the evaluation and appraisal of each local government's comprehensive plan at least once every seven years to determine if plan amendments are necessary to reflect changes in state requirements in Florida Statutes Chapter 163, Part II, since the last update of the comprehensive plan; and

WHEREAS, The Board of Commissioners adopted Ordinance 2016-09 on October 11, 2016 to amend the Conservation and Coastal Management Element of the Comprehensive Plan to, inter alia, comply with the requirements of Florida Statutes Subsection 163.3178(2)(f); and

WHEREAS, the Board of Commissioners adopted Ordinance 2020-21 on April 14, 2021 providing for, inter alia, renumbering and reorganization of, and more accessible language in the Comprehensive Plan; and

WHEREAS, The Board of Commissioners adopted Ordinance 2022-18 on September 14, 2022 to amend the Comprehensive Plan to include a Property Rights Element to comply with the requirements of Florida Statutes Subsection 163.3177(6)(i)1.

WHEREAS, the City seeks to rephrase some of the goals, objectives, policies, and strategies in the Comprehensive Plan elements undergoing these revisions to make the language of the Plan more accessible to the general public; and

WHEREAS, on October 17, 2022, November 7, 2022, November 28, 2022, December 5, 2022, and January 9, 2023, the City of Madeira Beach Planning Commission in their role as the Local Planning Agency conducted public meetings and accepted public input regarding the proposed changes to the Comprehensive Plan to comply with the statutorily-mandated Evaluation and Appraisal of the Comprehensive Plan; and

WHEREAS, on January 9, 2023, the City of Madeira Beach Planning Commission conducted a public hearing and accepted public input regarding the proposed changes to the Comprehensive Plan to comply with the statutorily-mandated Evaluation and Appraisal of the Comprehensive Plan and provided its recommendation to the Board of Commissioners; and

WHEREAS, the City of Madeira Beach Board of Commissioners has considered the Planning Commission's recommendations and received input from the public at two public hearings

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

Section 1. That the City of Madeira Beach Comprehensive Plan is amended and will read as follows:

See attached

"**Exhibit A**"

Section 2. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. In the event a court of competent jurisdiction finds any part or provision of this Ordinance unconstitutional or unenforceable as a matter of law, the same will be stricken an the remainder of the Ordinance will continue in full force.

Section 4. Pursuant to Subsection 163.3184(3), Florida Statutes, the effective date of this plan amendment, if the amendment is not timely challenged, is 31 days after the state land planning agency notifies the City that the plan amendment package is complete. If timely challenged, this

amendment is effective on the date the state land planning agency, or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before this amendment has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution will be sent to the state land planning agency.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____day of _____, 2023.

_____

John B. Hendricks, 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: _____

EXHIBIT A

CITY OF MADEIRA BEACH

COMPREHENSIVE PLAN

[EAR Draft]

[Month, Day] 2023

~~Adopted May 27, 2008~~

~~Prepared by~~
~~The Gail Easley Company~~
~~in Conjunction with the~~
~~Pinellas Planning Council~~

Comprehensive Plan of the City of Madeira Beach
Adopted ~~May 27, 2008~~[TBD]

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Amendments:

Ordinance	1179	July 10, 2012
Ordinance	2014-09	November 12, 2014
Ordinance	2016-08	October 11, 2016
Ordinance	2016-09	October 11, 2016
Ordinance	2016-10	October 11, 2016
Ordinance	2020-21	April 14, 2021
Ordinance	2022-18	September 14, 2022
Ordinance	2023-11	TBD

1.0 EXECUTIVE SUMMARY

The City of Madeira Beach conducted an evaluation and appraisal of its this comprehensive Comprehensive plan Plan in (EAR) from 2019 through 20232006 and 2007. A number of rRecommendations resulted from that evaluation process. These recommendations and formed the basis for an amending the cthis Comprehensive planPlan. The This amendment to the comprehensive Comprehensive plan Plan presented herein is an updates of the entire plan, addressing not only the recommendations from the evaluation process, but also reorganization of the comprehensive plan to eliminate duplications. Rrevisions are provided to ensure consistency with the Pinellas Planning CouncilCounty Countywide Plan Rules and the Florida Statutes. The adopted portion of this document is Section 3.0, Goals, Objectives, and Policies, together with Map LU-4, Future Land Use and Transportation.

2.0 PUBLIC PARTICIPATION PROGRAM

The City of Madeira Beach is following the public participation requirements described in the 1999 Comprehensive Plan. The city City further ensures that all participation and procedural requirements of the Florida Statutes are followed. This process began with the adoption of an Evaluation and Appraisal Reportof the current Comprehensive Plan by the City Planning Commission in their role as the Local Planning Agency (LPA). During this process, citizens had opportunities to review and comment on the findings during the evaluation of, and the proposed changes to this Ccomprehensive Ppplan.

This document contains a proposed amendment to the Comprehensive Plan to implement recommendations of the EAR. The process for considering, transmitting, and adopting the amendment includes citizen LPA workshops and public hearings.

10/08/2007 Joint Workshop on proposed EAR-based amendment 1
10/17/2022 LPA Workshop/hearing
11/07/2022 LPA Workshop/hearing
11/28/2022 LPA Workshop/hearing
12/05/2022 LPA Workshop/hearing
02/10/200701/09/2023 LPA Workshop/——Transmittal hearing by LPA
01/25/2023 Board of Commissioners Workshop
01/08/200802/08/2023 ——Transmittal hearing by the Board of Commissioners

~~05/27/2008~~TBD ~~——~~Adoption hearing by the Board of Commissioners

3.0 COMPREHENSIVE PLAN ELEMENTS

3.1 DEFINITIONS

As used in this Comprehensive Plan:

"Ancillary Non-residential Use" means off-street parking, drainage retention areas, and open space buffer areas for adjacent, contiguous, non-residential uses.

"Board of Commissioners" means the City of Madeira Beach Board of Commissioners of the City of Madeira Beach.

"Building area" means the total building area within the City according to the Pinellas County Property Appraiser as provided in the field TOTLVGAREA in the Pinellas County Property Appraiser's Geographic Information System.

"Capital improvement" means physical assets, identified as existing, ongoing, or projected needs in this Comprehensive Plan, constructed or purchased to provide, improve, or replace improved municipal facilities and services.

"Capital Improvements Program (or CIP)" means the schedule of capital improvements and projects necessary to ensure that adopted level-of-service standards are achieved and maintained for the proceeding 5-year period identified as either funded or unfunded, and given a level of priority for funding.

"City" means the City of Madeira Beach.

"Coastal Storm Area" means the area that includes the Coastal High Hazard Area, the Tom Stuart Causeway and land areas connected to the mainland of Pinellas County by the causeway, any area surrounded by the CHHA or by the CHHA and a body of water, and all areas located within the Velocity Zone, or Zone V, as designated by the Federal Emergency Management Agency.

"Comprehensive Plan" means this City of Madeira Beach Comprehensive Plan as formally adopted by the Board of Commissioners.

"Density" means the measure of permitted residential development expressed as a maximum number of dwelling units per gross acre of land area, excluding public road rights-of-way and submerged lands.

"Development (and redevelopment)" means any building or mineral extraction activity, the making of any material change in the use or appearance of any structure or land, or the dividing, recombination, or subdividing of land lots or parcels.

"Development permit" means any building permit, certification, rezoning, special exception, subdivision approval, variance, zoning permit, or any other official action of the City having the effect of permitting the development of land.

"Floor Area Ratio (FAR)" means a measurement of the intensity of building development on a site. A floor area ratio is the relationship between the gross floor area on a site and the gross land area. The FAR is calculated by adding together the gross floor areas of all buildings on the site and dividing by the gross land area.

"Goal" means the long-term end toward which programs or activities are ultimately directed.

"Impervious Surface Ratio (ISR)" means a measure of the intensity of hard surfaced development on a site. An impervious surface ratio is the relationship between the total impervious surface area on a site and the gross land area. The ISR is calculated by dividing the square footage of the area of all impervious surfaces on the site by the square footage of the gross land area.

"Improved municipal culture and recreation facilities and services" means the land, equipment, facilities, other improvements, and personnel necessary to deliver the City's culture and recreation services. ~~[See Data and Analysis: "City of Madeira Beach Comprehensive Plan Level of Service Standards"].~~

"Improved municipal facilities and services" means the capital improvements and the operations and personnel associated with the delivery and public use of those capital improvement, e.g., culture and recreation, mobility, and public safety.

"Improved municipal mobility facilities and services" means the land, equipment, facilities, other improvements, and personnel necessary to deliver the City's mobility services. ~~[See Data and Analysis: "City of Madeira Beach Comprehensive Plan Level of Service Standards"].~~

"Improved municipal public safety facilities and services" means the land, equipment, facilities, other improvements, and personnel necessary to deliver the City's public safety services. ~~[See Data and Analysis: "City of Madeira Beach Comprehensive Plan Level of Service Standards"].~~

"**Land development regulations"** means ordinances enacted by the Board of Commissioners for the regulation of any aspect of development and includes any City zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of land, as provided in Section 163.3164, Florida Statutes.

"Level of service" means an indicator of the extent of service provided by, or proposed to be provided by, a facility based on the operating characteristics of the facility.

"Level-of-service standard" indicates the capacity per unit of demand for a given group of improved municipal facilities and services.

"Objective" means a specific, measurable, intermediate end that is achievable and marks progress toward a goal.

~~**"Plan"** means this City of Madeira Beach Comprehensive Plan as formally adopted by the Board of Commissioners.~~

"Policy" means the way that programs and activities are conducted to achieve a goal.

"Roadway" means a state- or county-maintained right-of-way.

"Strategy" means an approach to implementing a policy to achieve a goal.

"Street" means a City-maintained right-of-way.

3.2 INTRODUCTION

All elements of this Comprehensive Plan, with their respective goals, objectives, policies, and strategies are provided in the following Sections. Text proposed for deletion is ~~shown~~ indicated in strikethrough. Text proposed for addition is ~~shown~~ indicated with underlining. The map is the combined Future Land Use and Future Transportation Map (Map LU-4). All officially adopted maps are provided at the end of this Comprehensive Plan.

4.0 FUTURE LAND USE ELEMENT

GOAL 4.1: ENSURE THAT THE RESIDENTIAL/FAMILY AND BEACH COMMUNITY CHARACTER OF THE CITY OF MADEIRA BEACH IS MAINTAINED AND PROTECTED WHILE:

MAXIMIZING THE POTENTIAL FOR ECONOMIC BENEFIT RESULTING FROM THE TOURIST TRADE AND THE ENJOYMENT OF NATURAL AND MAN-MADE RESOURCES BY CITIZENS AND VISITORS;

MINIMIZING THE THREAT TO HEALTH, SAFETY, AND WELFARE POSED BY HAZARDS, NUISANCES, INCOMPATIBLE LAND USES, AND ENVIRONMENTAL DEGRADATION;

MAXIMIZING LAND DEVELOPMENT ~~WHICH~~ THAT RESPECTS NECESSARY ECOLOGICAL FUNCTIONS AND SUITABILITY FOR URBAN DEVELOPMENT;

PRESERVING OR IMPROVING THE COMMUNITY'S NATURAL RESOURCES AND VALUABLE AMENITIES;

ENCOURAGING AN ORDERLY AND AESTHETIC MIX OF LAND USES BY ALLOWING NEW DEVELOPMENT AND REDEVELOPMENT THAT WILL ENHANCE AND PROTECT THE CITY'S EXISTING CHARACTER; AND

PROVIDING A COMPREHENSIVE PLAN THAT IS FLEXIBLE AND INCORPORATES CHANGING COMMUNITY VALUES AND ATTITUDES.

Objective 4.1.1:
Ensure that redevelopment and new development occurs in planned areas at the appropriate densities and intensities as indicated on, and consistent with Map LU-4~~, Future Land Use and Transportation~~.

Policy 4.1.1.1:
The ~~City of Madeira Beach hereby adopts those~~ future land use plan categories identified and defined in this policy ~~as those which shall~~ govern residential development within the City~~community pursuant to Rule 9J-5.006(3)(c)©7, Florida Administrative Code~~. These future land use plan categories ~~shall be~~are consistent with primary and secondary uses and maximum intensity standards listed in the Pinellas County~~Planning Council~~ Countywide Plan Rules, except as specifically modified herein.

RESIDENTIAL:

Residential Urban (RU), density of 0 to 7.5 residential units per acre, excluding residential equivalent uses and institutional uses.

Residential Medium (RM), density of 0 to 15.0 residential units per acre, excluding residential equivalent uses and institutional uses.

Policy 4.1.1.2:
The ~~City of Madeira Beach hereby adopts those~~ future land use plan categories identified and defined in this policy ~~as those which shall~~ govern mixed-use development within the City~~community pursuant to Rule 9J-5.006(3)(c)©7, Florida Administrative Code~~. These future land use plan categories ~~shall be~~are consistent with primary and secondary uses and maximum density and intensity standards listed in the Pinellas ~~Planning Council~~ County Countywide Plan Rules, except as specifically modified herein.

MIXED USE:

Resort Facilities Medium (RFM), with a residential density of 0 to 18 units per acre and temporary lodging with maximum density and intensity standards ~~as shown~~ in ~~the table~~ Table 4.0, below. With an approximate percentage distribution of 70 to 100 percent residential uses, 0 to 20 percent nonresidential uses, and 0 to 10 percent "other" uses. RFM ~~shall~~ does not ~~include~~ allow residential equivalent uses.

Temporary Lodging Density and Intensity Standards for the RFM future land use plan category are as follows, subject to ~~the~~ specific standards ~~to be set forth~~ provided in a Development Agreement ~~as provided for in~~required by the City's land development regulations.

Table 4.0

Land Area	Units per Acre	FAR	ISR
Less than 1 acre	45	1.0	0.85
Between one acre and three acres	60	1.5	0.85
Greater than three acres	75	2.0	0.85

Resort Facilities ~~high~~ High (RFH), with a residential density of 0 to 15 dwelling units per acre and temporary lodging with maximum density and intensity standards as shown in ~~the table~~ Table 4.1, below, with an approximate percentage distribution of 70 to 100 percent temporary lodging uses, 0 to 20 percent tourist-related commercial uses, and 0 to 10 percent residential uses. RFH ~~shall~~ does not include residential equivalent uses.

All applications for the ~~Resort Facilities high~~RFH future land use plan category ~~shall~~ require corresponding rezoning of the subject property to the PD, Planned Development zoning district pursuant to the procedures and requirements of the PD district ~~set forth~~provided in the City's land development regulations.

Temporary Lodging ~~Density~~ density and intensity ~~Standards~~ standards for the RFH future land use plan category are as follows, subject to the specific standards ~~to be set forth~~provided in a Development Agreement ~~as provided for in~~required by the City's land development regulations.

Table 4.1

Land Area	Units per Acre	FAR	ISR
Less than 1 acre	75	2.0	0.95

Between one acre and three acres	100	3.0	0.95
Greater than three acres	125	4.0	0.95

Residential/Office/Retail (R/O/R), with a residential density of 0 to 18 units per acre and a temporary lodging density of up to 45 units per acre with a maximum FAR of 1.0 and an ISR of 0.85 and a percentage distribution of 30 to 50 percent residential uses, 30 to 60 percent nonresidential uses, and 0 to 20 percent "other" uses. R/O/R willshall not include residential equivalent, research/development, and light manufacturing/assembly uses.

Planned Redevelopment – Mixed Use (PR-MU), -The purpose of this category is to depict those areas that are developed with a collection of temporary lodging, residential, office, and commercial uses, along corridors, adjacent to neighborhoods, or within distinct areas that are interrelated and complimentary. This category should is intended to facilitate infill development and redevelopment of these areas to create a desirable mix of non--residential and residential uses by promoting aesthetically pleasing, safe environments, and buildings that are compatible with the area's character, uses, and transportation facilities.

The uses, development standards, density/intensity standards, and locational characteristics associated with this category must be set forth in, a Special Area Plan approved by the Board of Commissioners. The Special Area Plan (and any substantive changes to an approved special area planSpecial Area Plan) shall beare subject to review by and approval of the Countywide Planning Authority upon recommendation of the Pinellas Planning Council pursuant to the applicable Countywide Plan Rules. Each Special Area Plan shall establishes the density, intensity, and mix of permitted uses, and shall must include, at a minimum, information addressing the requirements for Special Area Planspecial area plans or their equivalent as set forth inrequired by the Countywide Plan Rules.

Policy 4.1.1.3:
The City of Madeira Beach hereby adopts those future land use plan categories identified and defined in this policy as those which shall govern commercial and other uses within the community pursuant to Rule 9J-5.006(3)(c)©7, Florida Administrative CodeCity. These future land use plan categories shall beare consistent with primary and secondary uses and maximum intensity standards listed in the Pinellas Planning Council Countywide Plan Rules, except as specifically modified herein.

COMMERCIAL

Commercial General (CG), with a density of 0 to 15 residential units per acre for multifamily dwellings and a temporary lodging density of up to 60 units per acre with a

maximum floor area ratio (FAR) of 1.2 and impervious surface ratio (ISR) of 0.9. CG ~~shall~~ does not ~~include~~ allow residential equivalent uses.

PUBLIC / SEMI-PUBLIC

Recreation/Open Space, (R/OS), with a maximum FAR of 0.25. R/OS ~~shall exclude~~does not allow golf course/clubhouse uses and ~~shall~~ does not allow the transfer of development entitlements or rights.

Preservation (P), with a maximum FAR of 0.1. The preservation future land use plan category ~~shall~~ does not allow the transfer of development entitlements or rights.

Institutional (I), with a density of 0 to 10 residential units per acre ~~(residential equivalent use shall not exceed 2.0 to 3.0 beds per dwelling unit)~~, with a maximum FAR of 0.65 and ISR of 0.7. Institutional uses ~~shall~~ do not include residential equivalent uses.

Transportation/Utility (T/U), with a maximum FAR of 0.7 and ISR of 0.7.

Policy 4.1.1.4:
Zoning districts that define specific uses and development densities and intensities implementing these future land use plan categories ~~designations~~ ~~shall be~~are included within the City of Madeira Beach land development regulations.

Objective 4.1.2:
~~Future~~ New development and redevelopment ~~shall be~~is managed ~~through the~~by ~~implementation~~ implementing and ~~enforcement~~ enforcing of the land development regulations ~~as codified by the City of Madeira Beach~~ consistent with this ~~comprehensive~~ Comprehensive ~~plan~~Plan.

Policy 4.1.2.1:
The land development regulations ~~shall~~ contain administrative provisions:

- For the division of lots, the use of land, the protection of environmentally sensitive lands, and flood hazard safety;
- ~~Which~~ That implement guidelines for the administration of those future land use plan categories adopted ~~for~~ by the City of Madeira Beach;
- Ensuring that applications for development approval are subject to site plan review, except for single-family, duplex, and triplex dwelling units;
- Ensuring that all development is consistent with ~~those coastal construction~~ regulations adopted ~~and/or amended~~ by the State of Florida, Pinellas County,

and other agencies with jurisdictional responsibilities for coastal construction, as amended;

- Ensuring that ~~drainage and stormwater management is based on the~~ minimum criteria established by the Southwest Florida Water Management District and other governmental agencies with jurisdictional responsibilities for drainage and stormwater management, as amended; and

- Ensuring that all development is consistent with local and state regulations adopted to participate in the National Flood Insurance Program ~~regulations~~.

Policy 4.1.2.2:
The land development regulations ~~shall~~ contain design provisions:

- Ensuring compliance with the stormwater requirements of the Southwest Florida
- Water Management District~~,~~ for the permitted use of either vegetated swales in conjunction with retention ponds or sand filtration and catchment systems where space prohibits the use of retention ponds;

- For drainage and stormwater management, open space, safe and convenient on-site traffic flow, parking, and signage;

- Ensuring the compatibility of adjacent land uses and ~~provide~~ providing for adequate and appropriate buffering;

- Encouraging the use of native vegetation in the landscaping of multifamily and commercial developments;

- Designed to direct water flows along natural drainage courses and through natural terrain;

- ~~To provide that~~Requiring new development stormwater runoff is routed to protect neighboring property and minimize ecological damage. Compliance with this requirement ~~shall~~ must be demonstrated by the developer during site plan review; and
- Promoting land development ~~which~~ that highlights scenic amenities and ensures public access to the waterfront.

Policy 4.1.2.3:
The land development regulations ~~shall~~ contain stormwater management provisions:

- Ensuring that surface cover vegetation loss during construction is minimized and/or replaced to reduce erosion and flooding;

- To provide that the developer/owner of any new development or redevelopment site is responsible for the on-site management of stormwater runoff in a manner so that post-development runoff rates, volumes, and pollutant loads are minimized and do not exceed pre-development conditions;

- To provide that impervious surfaces are minimized;

- To provide that future drainage outfalls associated with either new development or redevelopment~~, shall be~~ are designed ~~so as~~ to prevent, to the extent practicable, the direct discharge of runoff into the Intracoastal Waterway or the Gulf of Mexico; and

- To provide that roadways, pipe systems, and stormwater ~~sewers~~ management systems are designed to avoid the alteration of vital habitat areas and minimize interference with ~~the~~ surface water or groundwater flow.

Policy 4.1.2.4:
The land development regulations ~~shall~~ contain provisions for development of innovative techniques aimed at preserving the access to and views of the beach by residents of and visitors to this community.

Policy 4.1.2.5:
The City ~~shall~~ will comply with all county, state, and federal regulations governing hurricane evacuation, provision of public beach access, provision of infrastructure in the Coastal Storm Area, regulation of stormwater drainage, protection of wetland vegetation, and protection of species with special status.

Objective 4.1.3:
Because Madeira Beach lies within the Coastal Storm Area, the City ~~shall~~ will limit public expenditures that support development, except ~~for~~ restoration or enhancement of natural resources, ~~the~~ maintenance or repair of existing infrastructure, or facilities determined by the Board of Commissioners to be an overriding benefit to the City.

Policy 4.1.3.1:
The ~~City of Madeira Beach shall recognize the~~ Coastal High Hazard Area is recognized as that portion of the community below the elevation of the category 1 storm surge line as established by the Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. However, the Coastal High Hazard Area defined by the Pinellas ~~Planning Council~~County Countywide Plan Rules and defined by this Comprehensive Plan and in Policy 4.1.3.2 as the Coastal Storm Area ~~shall be~~is the

regulatory standard for the City ~~of Madeira Beach~~ and ~~shall be~~is indicated~~depicted~~ on ~~the Future Land Use~~ Map LU-4.

Policy 4.1.3.2:
The ~~City defines the~~ Coastal Storm Area as the area that includes the following: the Coastal High Hazard Area, the Tom Stuart Causeway and land areas connected to the mainland of Pinellas County by the causeway, any area surrounded by the CHHA or by the CHHA and a body of water, and all areas located within the Velocity Zone, or Zone V, as designated by the Federal Emergency Management Agency.

Policy 4.1.3.3:
The Coastal Storm Area as ~~depicted~~ indicated on Map LU-4 of this ~~comprehensive~~ Comprehensive ~~plan~~Plan, is consistent with the Pinellas Planning Council Countywide Plan Rules, and is the area within ~~Madeira Beach~~the City where coastal development regulations apply.

Policy 4.1.3.4:
The City ~~shall~~ will not support or finance new local transportation corridors that would encourage further growth or higher permanent population densities within the Coastal Storm Area beyond that anticipated in this ~~comprehensive~~ Comprehensive ~~plan~~Plan, although existing corridors may be maintained or improved as necessary to protect the health, safety, and welfare of ~~residents~~the community.

Policy 4.1.3.5:
The City ~~shall~~ will not support sewer and water line extensions or expansions that would encourage further growth or higher permanent population densities within the Coastal Storm Area, except as anticipated within this ~~comprehensive~~ Comprehensive ~~plan~~Plan.

Policy 4.1.3.6:
Recognizing that the community is located primarily within the Coastal Storm Area and the 100-year floodplain, the City ~~shall adopt and~~will strictly enforce all appropriate federal, state, and local coastal construction codes, coastal setback requirements, the Coastal Construction Control Line, facility siting restrictions, and floodplain management regulations.

Policy 4.1.3.7:
Special care facilities, such as hospitals and nursing homes, ~~shall not be located~~are prohibited in the Coastal Storm Area. Assisted living facilities are discouraged in the Coastal Storm Area unless adequate provisions for safe and efficient evacuation and shelter are ensured.

Objective 4.1.4:

Due to its location in the Coastal Storm Area, the City ~~shall~~ will not increase permanent densities above those established in this ~~comprehensive~~ Comprehensive ~~plan~~Plan, as ~~delineated~~ indicated by Map LU-4~~, Future Land Use and Transportation~~.

Policy 4.1.4.1:
~~The City shall m~~Maintain or reduce allowable permanent density in the Coastal Storm Area, consistent with Map LU-4~~, Future Land Use and Transportation~~.

Policy 4.1.4.2:
~~The City of Madeira Beach shall c~~Continue to implement growth management standards limiting development to currently planned densities and intensities within the Coastal Storm Area, consistent with Map LU-4~~, Future Land Use and Transportation~~.

Policy 4.1.4.3:
~~The City shall c~~Continue to seek opportunities for public land acquisition and management for recreation, conservation, and preservation areas within the Coastal Storm Area.

Policy 4.1~~.~~4.4
~~The City shall r~~Review federal and state development projects ~~which are to be located~~proposed within the City, and support those ~~which~~ that are consistent with this ~~comprehensive~~ Comprehensive ~~plan~~Plan.

Objective 4.1.5:
~~The City shall e~~Ensure that ~~future~~ new development and redevelopment occurs in accordance with ~~the~~ adopted Map LU-4~~, Future Land Use and Transportation~~.

Policy 4.1.5.1:
~~The City shall m~~Maintain a population level based upon the availability, accessibility, and adequacy of existing and planned public facilities and services, including coordination of development with the availability of water supply.

Policy 4.1.5.2:
~~The City shall p~~Provide public and semi-public facilities and services ~~and~~ to commercial land uses in accordance with the demand for such facilities and uses generated by existing and~~/or future~~ new residential development and redevelopment.

Policy 4.1.5.3:
Ensure the scale of proposed development ~~shall be~~is appropriate to the level of accessibility with more intensive development located in those areas with higher accessibility.

Policy 4.1.5.4:
Ensure development and redevelopment ~~shall~~ maximize scenic amenities and cultural facilities and provide for public access.

Policy 4.1.5.5:
Promote pedestrian-oriented areas within concentrated development and activity areas.

Policy 4.1.5.6:
Reduce conflicts between traffic movement and Intracoastal Waterway bridge openings.

Policy 4.1.5.7:
Minimize existing and potential traffic hazards by coordinating land use and traffic circulation decisions.

Objective 4.1.6:
~~The City shall a~~Assist property owners in the identification, preservation, and protection of historical and architecturally significant archaeological sites, housing, and structures~~, and archaeological sites, should~~ as they ~~be~~ are identified ~~in the future~~.

Policy 4.1.6.1:
~~By providing referral to the appropriate governmental agency (ies), the City shall a~~Assist property owners in ~~the identification~~ identifying~~of~~ historically significant archaeological sites, housing, and structures ~~and archaeological sites~~by providing referral to the appropriate governmental agency (ies).

Policy 4.1.6.2:
~~The City shall r~~Refer property owners of historically significant archaeological sites, housing, and structures~~or architecturally significant structures and archaeological sites~~ to Pinellas County for assistance in applying for and utilizing state and federal assistance programs.

Policy 4.1.6.3:
Through the site plan review process, ~~the City shall~~ ensure that all new development~~/~~ and redevelopment occurring in the area of known ~~historically or architecturally significant~~ historically significant archaeological sites, housing, and structures~~structures or archaeological sites~~ is consistent with protection measures recommended by the Florida Department of State.

Objective 4.1.7:
~~The~~ Maintain the integrity and quality of life, as exhibited by the continuation of the city's beach community, family-oriented, residential character~~, will be maintained~~ in residential neighborhoods.

Policy 4.1.7.1:
~~The City shall e~~Encourage a balanced land use mix providing for a variety of housing styles, densities, and access to services and open space.

Policy 4.1.7.2:
Encourage ~~Residential~~ residential developments designed to meet the housing needs of varying income level households ~~shall be encouraged~~.

Policy 4.1.7.3:
~~The City shall e~~Ensure that existing residential land uses are protected from the encroachment of incompatible activities; likewise, protect other land uses ~~shall be protected~~ from the encroachment of incompatible residential activities.

Policy 4.1.7.4:
~~Land~~ Future land development patterns ~~shall~~ must recognize and support the preservation of residential neighborhoods.

Policy 4.1.7.5:
~~The City shall e~~Enforce provisions ~~whereby~~ requiring residential land uses ~~are~~ be located and designed to protect life and property from natural and manmade hazards such as flooding, excessive traffic, subsidence, noxious odors, noise, and deterioration of structures.

Policy 4.1.7.6:
Residential land uses ~~shall~~ must be compatible with the type and scale of surrounding land uses.

Policy 4.1.7.7:
Require ~~Buffering~~ buffering and open space ~~requirements with~~in residential land uses ~~shall be required~~, as appropriate.

Policy 4.1.7.8:
~~The City shall e~~Enforce procedures ~~which~~ that enhance the quality of existing housing stock and neighborhoods and promote the revitalization of older areas where conditions warrant.

Objective 4.1.8:
Commercial and mixed-use development compatible with environmental and economic resources ~~shall~~ must be~~occur in a~~ planned ~~fashion and shall be~~ consistent with this Comprehensive Plan, ~~Map LU-4, Future Land Use and Transportation and~~ the ~~city~~ land development regulations, and ~~will~~ be in keeping with the needs and character of the community and its surrounding area.

Policy 4.1.8.1:
~~The City shall e~~Enforce ~~provisions whereby~~requirements that encourage mixed-use development within the Residential/Office/Retail future land use plan category ~~is encouraged~~ and discourage single-use developments ~~shall be discouraged~~.

Policy 4.1.8.2:
~~The City shall e~~Ensure that within any mixed-use development proper separation and buffering ~~shall be~~is required and maintained between residential and nonresidential land uses and ~~shall be~~is installed when a change of use or increase in intensity occurs.

Policy 4.1.8.3:
~~The City shall p~~Promote commercial development in areas where a projected demand for those uses exists, where the use is compatible with the surrounding area, and where existing or programmed facilities will not be overburdened, by matching planned commercial land uses to the projected demand for such commercial uses.

Policy 4.1.8.4:
Commercial land uses ~~shall~~ must be located~~, in a manner which~~ to ensure~~s~~ ~~the~~ compatibility with the type and scale of surrounding land uses and where existing or programmed public facilities ~~shall~~ are not ~~be degraded~~ diminished ~~beyond~~ below the adopted level-of-service.

Policy 4.1.8.5:
Commercial facilities ~~shall~~ must be located ~~so as~~ to serve residential land uses without disrupting neighborhood quality of life.

Policy 4.1.8.6:
Commercial development west of Gulf Boulevard ~~shall be~~is limited to only those uses associated with seasonal tourist accommodations, excluding general retail uses.

Policy 4.1.8.7:
~~The City shall e~~Encourage tourist-related development and redevelopment to reflect the city's beach community character ~~of the City~~.

Policy 4.1.8.8:
~~The City shall e~~Enforce ~~provisions whereby~~requirements that tourist accommodations, at a density appropriate for each zoning district, are located in the Residential/Office/Retail ~~and~~, Resort Facilities Medium, and Resort Facilities High ~~and~~ future land use plan categories.

Policy 4.1.8.9:
~~Development~~ Prevent development of seasonal tourist facilities within the Resort Facilities Medium and Resort Facilities High future land use plan categories ~~shall not be~~

~~used as a means to~~from circumvent~~ing~~ the residential density limitations established by this ~~comprehensive~~ Comprehensive ~~plan~~Plan.

Policy 4.1.8.10:
Ancillary commercial uses may be incorporated into the Resort Facilities Medium and Resort Facilities High future land use plan categories.

Policy 4.1.8.11:
~~The City shall e~~Ensure that commercial developments separate pedestrian and vehicular traffic and provide adequate off-street parking and loading areas ~~and separate pedestrian and vehicular traffic~~.

Policy 4.1.8.12:
In cooperation with the Florida Department of Transportation and Pinellas County, ~~the City shall~~ regulate to the fullest extent ~~of its jurisdiction,~~ direct access to, and control the number and location of curb cuts along, existing and planned local streets and county and state roads.

Policy 4.1.8.13:
~~The City shall e~~Encourage the concentration ~~and/~~or clustering of commercial development.

Objective 4.1.9:
Redevelopment that is ~~shall be~~ designed and constructed as orderly, planned, mixed-use development featuring pedestrian friendly design and protection of the natural environment.

Policy 4.1.9.1:
Redevelopment ~~shall be~~is encouraged in the following areas:

- The area of 137th Avenue Circle, east of Gulf Boulevard.
- The Madeira Way Redevelopment Area~~, --~~the area formed by Gulf Boulevard, 153rd Avenue, Madeira Way, and 150th Avenue to the Tom Stuart Causeway Bridge.

Policy 4.1.9.2:
Redevelopment ~~shall be~~is encouraged in those areas zoned R-1 and R-2 where the existing density exceeds that permitted on Map LU-4~~, Future Land Use and Transportation~~.

Policy 4.1.9.3:

~~The City shall e~~Enforce provisions ~~which~~ that encourage redevelopment and~~/or~~ revitalization through the use of the Residential/Office/Retail future land use plan category.

Policy 4.1.9.4:
In order to ensure the continued maintenance of its beach residential character, ~~the City shall~~ address opportunities and incentives for the rehabilitation and~~/or~~ revitalization of existing residential structures, including encouraging ~~FEMA~~ National Flood Insurance Program (NFIP)-compliant residential construction.

Policy 4.1.9.5:
~~The City shall e~~Encourage new development and redevelopment that is feasible within the financial limitations and administrative constraints associated with the increased need for public facilities and services.

Policy 4.1.9.6:
~~The City shall r~~Recognize John's Pass Village for its unique ~~focal points~~opportunities for ~~of~~ commerce,~~tourism,~~ employment, ~~commerce, and~~ housing, and tourism and ~~shall~~ encourage redevelopment~~/~~ and revitalization, and assist in maintaining the beach community theme.

Policy 4.1.9.7:
(Reserved)

Policy 4.1.9.~~8~~:
Redevelopment within the area adjacent to John's Pass Village and east of Pelican Lane ~~shall~~ must be ~~of a type that is~~ in character with the overall design theme of the area.

Policy 4.1.9.~~9~~:
~~The City shall a~~Allow zero lot line, cluster, or other nontraditional lot layout or site design for redevelopment and revitalization of John's Pass Village.

Objective 4.1.10:
~~In cooperation with the Florida Department of Transportation,~~ Maintain ~~the~~ city entranceways and roadways ~~will be maintained~~ in cooperation with the Florida Department of Transportation and Pinellas County.

Policy 4.1.10.1:
~~The c~~City entranceway areas ~~shall~~ will include mixed uses that support water-related activities and reflect the city's beach community character ~~of the community, water-related activities, and include mixed uses~~.

Policy 4.1.10.2:
As part of a beautification effort, ~~the City shall~~ cooperate with service providers and Pinellas County to establish a plan ~~that calls~~ for the eventual burial of all ~~existing~~ utility lines.

Policy 4.1.10.3:
~~The City shall c~~Coordinate with the Florida Department of Transportation to install landscaped medians within the Gulf Boulevard right-of-way.

Objective 4.1.11:
Existing land uses, lots, and ~~or~~ structures ~~which~~ that are inconsistent with ~~the~~ this ~~comprehensive~~ Comprehensive ~~plan~~ Plan ~~shall be deemed~~are nonconforming.

Policy 4.1.11.1:
Those commercial and residential ~~activities~~ land uses, lots, and structures existing ~~as of~~on the effective date of this ~~comprehensive~~ Comprehensive ~~plan~~ Plan, ~~which~~ that were conforming prior to ~~such~~ adoption and ~~have now been rendered~~are nonconforming, ~~shall be~~are allowed to continue provided that the land use, lot, ~~and~~ or structure complies with the ~~requirements set forth in the Madeira Beach L~~land ~~Development~~ development ~~Code~~regulations.

Policy 4.1.11.2
~~The City shall e~~Enforce regulations for ~~the reestablishment~~ reestablishing~~of~~ uses after an involuntary loss.

Policy 4.1.11.3:
~~The City shall e~~Enforce regulations for ~~the~~ buffering ~~of~~ incompatible ~~and/~~or nonconforming land uses or structures.

Objective 4.1.12:
All development orders and permits for ~~future~~ new development and redevelopment activities ~~shall~~ may be issued only if public facilities necessary to meet the level-of-service standards adopted pursuant to this ~~comprehensive~~ Comprehensive ~~plan~~ Plan are available concurrent with the impacts of the development.

Policy 4.1.12.1:
~~The City shall e~~Ensure that all new development and redevelopment do~~es~~ not result in a reduction of the level-of-service standards established and adopted by this ~~comprehensive~~ Comprehensive ~~plan~~Plan.

Policy 4.1.12.2:
The development of residential and commercial land ~~shall~~ must be timed and staged in conjunction with the provision of supporting community facilities ~~as set forth by~~

~~those~~consistent with the adopted levels of service contained in the Capital Improvements Element of ~~the~~ this ~~comprehensive~~ Comprehensive ~~plan~~Plan.

Policy 4.1.12.3:
Public facilities and utilities ~~shall~~ must be located ~~so as~~ to maximize the efficiency of services provided, minimize their cost, and minimize their impacts on the natural environment.

Policy 4.1.12.4:
Public and other essential services and facilities including public utilities that serve the health, safety, or welfare of the general public ~~shall be~~are allowed in all future land use plan categories, excluding areas ~~having the~~designated Preservation ~~land use designation~~.

Objective 4.1.13:
~~The City shall c~~Continue to ensure the availability of suitable land for utility facilities necessary to support proposed new development and redevelopment.

Policy 4.1.13.1:
~~The City shall e~~Ensure that adequate land is available for the maintenance of those public utility facilities provided by the city needed to accommodate proposed new development and redevelopment.

Policy 4.1.13.2:
~~The City will c~~Cooperate with those public utilities providing service to the community to ensure that adequate land is available for those facilities ~~which~~ that support proposed new development and redevelopment.

Policy 4.1.13.3:
Consistent with state law, new electric substations ~~shall be~~are permissible in all future land use plan categories in the city, ~~except for~~excluding areas designated Preservation.

Objective 4.1.14:
~~The City of Madeira Beach shall s~~Support efforts that facilitate coordination of planning between the City and the School Board for the location and development of public educational facilities.

Policy 4.1.14.1:
~~The City has approved an Interlocal Agreement with the School Board of Pinellas County and will implement~~ Implement the provisions of the approved Interlocal Agreement with the School Board of Pinellas County ~~this agreement~~ regarding coordination of land use and public school facilities planning.

Policy 4.1.14.2:

Public educational facilities of the School Board are an allowable use ~~with~~in the following future land use plan categories:
Residential Urban
Residential Medium
Institutional

Objective 4.1.15:
In accordance with Chapter 171, Florida Statutes, ~~the City may~~ annex appropriate adjacent unincorporated areas provided that landowner(s) of such areas request annexation and the revenues and costs of annexation will not burden existing city residents.

Policy 4.1.15.1:
Evaluate proposed annexations for compatibility ~~In order~~ to ensure that growth resulting from future annexations does not have an adverse effect on the character of the community, ~~the City shall evaluate proposed annexations for compatibility~~.

Policy 4.1.15.2:
Evaluate proposed annexations for compliance with adopted level-of-service standards ~~In order~~ to ensure that growth resulting from future annexations does not have an adverse impact on the availability of services and facilities to existing and future residents~~, the city shall evaluate proposed annexations for compliance with adopted level-of-service standards~~.

Objective 4.1.16:
~~O~~Achieve open space ~~protection shall be achieved~~protection, in part, through the enforcement of view corridors along Gulf Boulevard. The land development regulations will provide ~~S~~standards ~~will be provided in the land development regulations~~ to implement this objective.

Policy 4.1.16.1:
~~The City shall e~~Enforce ~~provisions~~ regulations that preserve view corridors by keeping designated areas clear of buildings, accessory structures, and structured parking.

Policy 4.1.16.2:
~~The City shall e~~Enforce ~~provisions~~ regulations that further maintain open space and view corridors with increased landscaping to reduce impervious surfaces and pedestrian access as one means of reducing the need for parking. Ensure ~~P~~pedestrian access between Gulf Boulevard and the Gulf of Mexico, ~~shall be ensured~~ in part, through the provision of pedestrian access easements. The land development regulations will ~~Provisions regarding landscaping shall~~ ensure protection of a clear visibility area between three ~~and~~ to ten feet (3’ to 10’) ~~in height~~high.

Objective 4.1.17:

~~The City shall r~~Recognize private property rights pursuant to Sections 70.001 and 70.51, Florida Statutes.

Policy 4.1.17.1:
~~The City shall, upon need, p~~Prepare and adopt, as necessary, procedures ~~to deal with~~for the appeal process ~~as~~ outlined in the Bert J. Harris, Jr. Private Property Rights Protection Act and the Florida Land Use and Environmental Dispute Resolution Act.

GOAL 4.2: TO COMPLY WITH CHAPTER 88-464, LAWS OF FLORIDA, AS AMENDED, BY PARTICIPATING IN THE COUNTYWIDE PLANNING PROCESS THROUGH REPRESENTATION ON AND COORDINATION WITH THE PINELLAS PLANNING COUNCIL, TO ENSURE CONSISTENCY BETWEEN THE CITY OF MADEIRA BEACH COMPREHENSIVE PLAN AND THE UPDATED COUNTYWIDE PLAN FOR PINELLAS COUNTY AND COUNTYWIDE PLAN RULES.

Objective 4.2.1:
Consistency of ~~T~~the Future Land Use Element of ~~the City of Madeira Beach~~this Comprehensive Plan ~~shall be consistent~~ with the Countywide Future Land Use Plan and the Rules Concerning the Administration of the Countywide Future Land Use Plan, as ~~Amended~~amended.

Policy 4.2.1.1:
Per Chapter 88-464, Laws of Florida, as amended, the city land development regulations ~~shall~~ contain density and intensity standards and other standards consistent with the Rules Concerning the Administration of the Countywide Future Land Use Plan, ~~As~~ as ~~Amended~~amended, including criteria and standards for nomenclature, continuum of plan classifications and categories, use and locational characteristics, map delineation, other standards, and special rules.

Policy 4.2.1.2:
Consistent with the foregoing policies, the City ~~shall consider and develop the~~has and will maintain appropriate regulatory mechanisms to implement ~~provisions for~~ development agreements.

Policy 4.2.1.3:
~~Such p~~Provisions for development agreements ~~shall be promulgated for the purpose of encouraging~~ encourage new development~~/~~ and redevelopment consistent with ~~the~~ this Comprehensive Plan, ~~and in~~ particularly to facilitate viable tourist-related facilities.

Policy 4.2.1.4:
~~The city shall d~~Develop and maintain ~~the~~ appropriate procedures and standards ~~it determines appropriate~~ to govern development agreements in the ~~City's~~ land development regulations.

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5.0 MOBILITY ELEMENT

GOAL 5.1: PROVIDE FOR A SAFE, CONVENIENT, AND ENERGY EFFICIENT MULTIMODAL TRANSPORTATION SYSTEM THAT SERVES TO INCREASE MOBILITY, REDUCE THE INCIDENCE OF SINGLE-OCCUPANT VEHICLES, EFFICIENTLY UTILIZE PINELLAS COUNTY ROADWAY AND IMPROVED MUNICIPAL MOBILITY FACILITIES AND SERVICES CAPACITY, REDUCE THE CONTRIBUTION TO AIR POLLUTION FROM MOTORIZED VEHICLES, AND IMPROVE THE QUALITY OF LIFE FOR THE CITIZENS AND VISITORS.

Objective 5.1.1:
Maintain the performance of the major road network and level-of-service standards for improved municipal mobility facilities and services within the City, while furthering development of an intermodal transportation system that increases mobility for bicyclists, pedestrians, transit users, motorists, and local mobility.

Policy 5.1.1.1:
Develop effective City-wide parking strategies, including intermodal terminals with structured parking--convertible to other uses as mobility preferences change--to accommodate growth trends and travel patterns, and interactions between land use and mobility.

Policy 5.1.1.2:
Coordinate with and participate in Pinellas County, the Metropolitan Planning Organization (MPO), and state planning to ensure most effective and timely efforts to evolve Gulf Boulevard (S.R. 669) to achieve this Comprehensive Plan's Goals, Objectives, Policies, and Strategies.

Policy 5.1.1.3:
The ~~Land Development Code~~land development regulations will emphasize pedestrian mobility in all aspects of the mobility system.

Objective 5.1.2:
Coordinate mobility planning with the Future Land Use and Transportation Map, growth trends, travel patterns, and interactions between land use and mobility.

Policy 5.1.2.1:
Manage the impacts of new land development and redevelopment projects and increase mobility by implementing this Comprehensive Plan’s goals, objectives, policies, and strategies, through the ~~Land Development Code's~~ site plan review process of the land

development regulations in accordance with this Comprehensive Plan and the Pinellas County Mobility Plan.

Policy 5.1.2.2:
Advocate that any design for redevelopment or replacement of the John'’s Pass Bridge must fit within the existing "“footprint"” of the current bridge and be financially feasible with regard to public investment over the lifespan of the proposed replacement facility.

Objective 5.1.3:
Emphasize safety and aesthetics in improved municipal mobility facilities and services when addressing projected intermodal deficiencies and needs.

Policy 5.1.3.1:
Enforce the ~~Land Development Code~~land development regulations requiringements that new development and redevelopment that impacts "“deficient"” roadways~~—~~including facilities operating at peak hour level of service (LOS) E and F and/or volume-to-capacity (v/c) ratio of 0.9 or greater~~—~~to ensure that development that generates more than 51 peak hour trips does not occur without providing for a mitigating improvement scheduled for construction within three (3) years.

Policy 5.1.3.2:
Coordinate with the Community Transportation Coordinator (Pinellas County MPO) to provide transportation disadvantaged services.

Policy 5.1.3.3:
In cooperation and coordination with FDOT, the MPO, and Pinellas County, redesign the intersection of Tom Stuart Causeway (S.R. 666) and Duhme Road to serve as the gateway to Madeira Beach and the Gulf barrier islands, and announce their role as a Floridian cultural and recreational destination, accommodating and prioritizing access to the beach communities through focused, intermodal, non-motorized, pedestrian-safe mobility.

Objective 5.1.4:
Coordinate improved municipal mobility facilities and services planning with the Pinellas County Mobility Plan, the FDOT Long-Range and 5-Year Transportation Plans, the MPO 5-Year Transportation Improvement Program (TIP) and Long-Range Transportation Plan (LRTP), the plans of neighboring jurisdictions, and this Comprehensive Plan's level-of-service standards and mobility facilities and services needs based upon the future land use map and the projected integrated mobility system.

Policy 5.1.4.1:
Acquire, identify, protect, or reserve rights-of-way for improved municipal mobility facilities and services.

Policy 5.1.4.2:
Enforce the City of Madeira Beach Charter requirement of a referendum vote to vacate existing rights-of-way.

Policy 5.1.4.3:
Utilize areawide proportionate-share development fee revenue to improve and support the adopted level-of-service standards for improved municipal mobility facilities and services.

Policy 5.1.4.4:
Enforce the ~~Land Development Code~~land development regulations minimum construction and other regulatory requirements for new and existing improved municipal mobility facilities and services.

Policy 5.1.4.5:
Review subsequent versions of the FDOT and the MPO 5-Year TIP and Long-Range Transportation Plan in order to modify or update this Comprehensive Plan.

Policy 5.1.4.6:
Review the mobility and transportation elements of neighboring ~~municipalities~~ jurisdictions and Pinellas County comprehensive plans, as they are amended, for compatibility with this Comprehensive Plan.

Objective 5.1.5:
Correct any existing improved municipal mobility facility and service deficiencies, meet the identified needs of the projected mobility system, and advance the relevant purpose of F.S. Ch. 163 and this Comprehensive Plan.

Policy 5.1.5.1:
Cooperate with the MPO, Pinellas County, and other local governments to complete any subsequent update of the Pinellas County Multimodal Impact Fee Ordinance through the MPO planning process, including review by the MPO Technical Coordinating Committee and Policy Board.

Policy 5.1.5.2:
Utilize Pinellas County mobility impact fee revenue to fund multimodal improvements to municipal, county, or state mobility facilities and services that are consistent with this Comprehensive Plan and the MPO LRTP.

Policy 5.1.5.3:
Regulate motorized and non-motorized vehicle parking and bicycle and pedestrian ways.

Policy 5.1.5.4:
Enforce the ~~Land Development Code~~land development regulations parking requirements for bicycle and vehicular parking, including on-site traffic flow.

Policy 5.1.5.5:
Fund the maintenance of improved municipal mobility facilities and services. The City may fund landscaping improvements to local improved municipal mobility facilities and services.

Policy 5.1.5.6:
Enforce the ~~Land Development Code~~land development regulations Street graphic requirements for improved municipal mobility facilities and services.

Policy 5.1.5.7:
Monitor accident reports provided by the Pinellas County Sheriff's Office (PCSO) for all collector and arterial roads and improved municipal mobility facilities and services to identify needed safety improvements.

Policy 5.1.5.8:
In cooperation with Pinellas County and the Florida Department of Transportation (FDOT), enforce the ~~Land Development Code~~land development regulations requirements to control connections and driveway access to the roadway system and improved municipal mobility facilities and services.

Objective 5.1.6:
Promote and support the development, improvement, and utilization of a convenient, energy efficient, and safe intermodal mobility system including improved municipal mobility facilities and services.

Policy 5.1.6.1:
Identify and encourage the use of bicycle and pedestrian facilities.

Policy 5.1.6.2:
In coordination with jurisdictional agencies, require accommodation of bicycle and pedestrian mobility connections to other areas and transit, including crosswalks and sidewalks on roadways and streets, as part of the ~~Land Development Code's~~ site plan review process of the land development regulations.

Policy 5.1.6.3:
The ~~Land Development Code~~land development regulations will address requirements for wider sidewalks, awnings, overhangs, and visually-engaging shade structures in

association with frequent alternative transportation accommodations (e.g., bus stops, bicycle-share parking, scooters, etc.), street furnishings, and street trees along Gulf Boulevard (S.R. 669) and 150th Avenue (S.R. 666) where consistent with FDOT Complete Street standards.

Policy 5.1.6.4:
Pursue Tree City USA designation in conjunction with developing appropriate, distinctive landscape plans for City streets.

Strategy 5.1.6: Coordinate with FDOT, the MPO, and Pinellas County to prioritize and program these pedestrian-oriented improvements to Gulf Boulevard whenever opportunities arise:

1. First Priority: The Gulf Boulevard Segments with the 1/4-mile radii of the three (3) intersecting street segments at 130th, 140th, and 150th Avenues.
2. Second Priority: The Gulf Boulevard intersections with 129th Avenue (John's Pass Village), 137th Avenue (Church by the Sea), and Madeira Way.
3. Third Priority: The Gulf Boulevard intersections with 133rd Avenue, 141st Avenue, and 153rd Avenue.

Policy 5.1.6.5:
This Comprehensive Plan's Future Land Use Element and the ~~Land Development Code~~land development regulations will provide opportunities for alternative redevelopment strategies to accomplish a full-scale redevelopment of the City's Marina Property through a floating overlay district and other incentives that may be employed by a private developer in partnership with the City.

Policy 5.1.6.6:
Collaborate and partner in efforts to redevelop the City's Marina Property by managing and operating improved municipal mobility facilities and services on the City's Marina Property as a definable location and destination within the City.

Policy 5.1.6.7:
(Reserved)

Policy 5.1.6.8:
Sidewalks on both sides of Tom Stuart Causeway (S.R. 666) must be designed for pedestrian comfort and safety with planting strips on either side of the street separating the parked vehicles from the sidewalk.

Objective 5.1.7:

Explore the provision of centralized, intermodal terminals with structured parking proximate to pedestrian-oriented mixed-use areas.

Policy 5.1.7.1:
Intermodal terminals with structured parking--convertible over time to other uses as mobility demands and preferences change--and surface lots must be hidden behind fronting buildings, with ingress and egress features and streets coordinated along the length of Tom Stuart Causeway (S.R. 666), to reduce vehicular traffic conflicts with thepedestrian areas.

Policy 5.1.7.2:
The ~~Land Development Code~~land development regulations will provide options for developers to pay a fee, to be used by the City to develop proximate intermodal terminals structured parking, in lieu of providing the parking spaces otherwise required.

Objective 5.1.8:
Coordinate and cooperate with Pinellas County to evacuate expeditiously, orderly, and safely when an evacuation is ordered.

Policy 5.1.8.1:
Coordinate with county, regional, state agencies through the MPO to ensure that major evacuation routes are improved when necessary and maintained to evacuate efficiently and safely.

Policy 5.1.8.2:
Coordinate pre- and post-disaster event activities with county, regional, state, and federal emergency response agencies to plan for safe and efficient evacuations and re-entries.

Policy 5.1.8.3:
Coordinate with Pinellas County, the City of Seminole, and the Town of Redington Beach to implement the adopted ~~[Hurricane Evacuation Plan]~~ Comprehensive Emergency Management Plan.

Objective 5.1.9:
Continue to work with the Pinellas Suncoast Transit Authority (PSTA) to increase the efficiency of the fixed-route system by encouraging mass transit use through the ~~Land Development Code's~~ site plan review process of the land development regulations in accordance with this Comprehensive Plan and the Pinellas County Mobility Plan.

Policy 5.1.9.1:

Coordinate with the MPO, Pinellas County, PSTA, and other local governments to apply the Pinellas County Mobility Plan throughout the City.

Policy 5.1.9.2:
Encourage and provide incentives for increased use of improved municipal mobility facilities and services, including PSTA bus and trolley service along major arterials.

Policy 5.1.9.3:
This Comprehensive Plan's Future Land Use Element and the ~~Land Development Code~~land development regulations will provide opportunities for alternative redevelopment strategies that enhance the pedestrian-oriented environment of John's Pass Village through the Planned Development zoning process.

Policy 5.1.9.4:
This Comprehensive Plan's Future Land Use Element and the ~~Land Development Code~~land development regulations will provide opportunities for alternative redevelopment strategies to accomplish a full-scale redevelopment of Pelican Lane through a floating overlay district that may be employed by a private developer in partnership with the City.

Strategy 5.1.9:
Collaborate and partner in efforts to redevelop Pelican Lane and Village Boulevard by managing and operating public spaces at either end of Village Boulevard designed to capture a marketable image of John's Pass Village as a definable location and destination within the ~~City~~ city, Pinellas County, ~~the City of Seminole, and the Town of Redington Beach to implement the adopted [Hurricane Evacuation Plan]~~and the region.

GOAL 5.2: MANAGE STORMWATER TO MINIMIZE FLOOD RISK, IMPROVE MOBILITY, AND ENHANCE THE WATER QUALITY OF RECEIVING WATER BODIES. ~~[Section 3.6, GOAL 4]~~

Objective 5.2.1:
Continue to meet all applicable federal, state, and local regulations relating to flood control and water quality in public and private development design and construction. ~~[Section 3.6, Objective 4.1]~~

Policy 5.2.1.1:
All new development and redevelopment must adhere to stormwater management requirements of this element and the ~~Land Development Code~~land development regulations. ~~[Section 3.6, Policy 4.1.1] [proposed changes above highlighted in cyan blue recommended by staff and the LPA/PC 07/13/20].~~

Policy 5.2.1.2:
All redevelopment must adhere to the stormwater management requirements of this element, excluding:

1. Minor additions, alterations, or improvements that do not increase existing:
a. gross floor area by more than five percent (5%), or
b. gross vehicular use area by more than 10 percent (10%); and
2. Alterations and repairs, the aggregate cost of which does not exceed 25 percent (25%) of the current fair market value of the structure.

~~[Section 3.6, Policy 4.1.2]~~

Objective 5.2.2:
Maintain adopted level-of-service standards for stormwater management. ~~[Section 3.6, Objective 4.2]~~

Policy 5.2.2.1:
The level-of-service standard for stormwater drainage is provided in Policy 13.1.5.4 of this Comprehensive Plan and the ~~Land Development Code~~land development regulations will require all stormwater management systems be designed to meet or exceed that standard. ~~[Section 3.6, Policy 4.2.1]~~

Policy 5.2.2.2:
New point sources of stormwater pollution will not be permitted except in accordance with the City's adopted Stormwater Master Plan.

Policy 5.2.2.3:
The ~~Land Development Code~~land development regulations will require that the peak flow and total volume of stormwater discharge (discharge rate) of a developed or redeveloped site must not exceed the pre-development conditions of the site. ~~[Section 3.6, Policy 4.2.3]~~

Policy 5.2.2.4:
To the extent practicable, The ~~Land Development Code~~land development regulations will prohibit the direct discharge of stormwater runoff into open waters. ~~[Section 3.6, Policy 4.2.4]~~

Objective 5.2.3:
Protect and improve surface water quality to meet or exceed the standards established by the SWFWMD, the Florida Department of Environmental Protection, and Chapter 62-25, Florida Administrative Code. ~~[Section 3.6, Objective 4.3]~~

Policy 5.2.3.1:

The ~~Land Development Code~~land development regulations will require new development and redevelopment to retain the first one inch (1") of stormwater runoff from impervious surfaces on site. ~~[Section 3.6, Policy 4.3.1]~~

Policy 5.2.3.2:
The ~~Land Development Code~~land development regulations will provide standards limiting impervious surface area to promote groundwater filtration, minimize runoff, and stabilize water quality. ~~[Section 3.6, Policy 4.3.2]~~

Policy 5.2.3.3:
The land development regulations~~Land Development Code~~ will require construction and maintenance methods that do not adversely affect water flow or quality. ~~[Section 3.6, Policy 4.3.3]~~

Policy 5.2.3.4:
The land development regulations~~Land Development Code~~ will require all new development and redevelopment to meet all applicable federal, state, county, and local regulations and standards relating to stormwater management to ensure water quality. ~~[Section 3.6, Policy 4.3.4]~~

Objective 5.2.4:
Implement the City's Stormwater Master Plan to address drainage and flooding conditions. ~~[Section 3.6, Objective 4.4]~~

Policy 5.2.4.1:
The following management techniques may be used for the interim stormwater management strategies:

1. Impervious surfaces must not cover more than 70 percent (70%) of any lot or parcel;
2. Stormwater retentions swales adjacent to mobility facilities and services will be regularly maintained.
3. Front, rear, and side lot stormwater retention swales in site design and construction of new development and redevelopment;
4. Stormwater erosion and runoff control devices during construction;
5. Drainage retention areas in mobility facilities and services and the use of eminent domain condemnation to acquire property for stormwater retention purposes; and
6. Where technically feasible, native marine vegetation must be used for shoreline stabilization.

~~[Section 3.6, Policy 4.4.1]~~

Policy 5.2.4.2:

At minimum, the City's Stormwater Master Plan will include:

1. An inventory and evaluation of those areas with flooding problems;
2. A hydrological survey showing natural and man-made drainage and stormwater management systems;
3. A water quality analysis of drainage and stormwater runoff and its impact on receiving water bodies and groundwater; and
4. A list of recommended corrective measures and the projected implementation costs.

~~[Section 3.6, Policy 4.4.2]~~

Objective 5.2.5:
Implement the Stormwater Master Plan. ~~[Section 3.6, Objective 4.5]~~

Policy 5.2.5.1:
The land development regulations~~Land Development Code~~ will require new development and redevelopment to adhere to the Stormwater Master Plan. ~~[Section 3.6, Policy 4.5.1]~~

Policy 5.2.5.2:
Establish a program for resilient improved municipal mobility facilities and services to conform to the Stormwater Master Plan consistent with budget allocations. ~~[Section 3.6, Policy 4.5.2]~~

Policy 5.2.5.3: The following mobility facilities and services are top priority for improvements:~~.~~

Pruitt Drive	~~Boca Ciega Avenue~~
Bay Point Drive	~~Boca Ciega Drive~~
North Bayshore Drive	Vivian Drive
Palm Street	~~Crystal Drive~~
131st Avenue	~~Lillian Drive~~
Lynn Way	B. Street

~~[Section 3.6, Policy 4.5.3]~~

Policy 5.2.5.4:
The Stormwater Master Plan will maintain the standards established by Florida Department of Environmental Protection for Outstanding Florida Waters and Aquatic Preserve designations of Boca Ciega Bay~~. [Section 3.6, Policy 4.5.4]~~

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6.0 HOUSING ELEMENT

GOAL 6.1: ~~THE CITY SHALL~~ ASSIST IN PROVIDING DECENT, SAFE, AND SANITARY HOUSING IN SUITABLE NEIGHBORHOODS AT AFFORDABLE COSTS TO MEET THE NEEDS OF THE PRESENT AND FUTURE RESIDENTS FREE FROM ARBITRARY DISCRIMINATION BECAUSE OF RACE, SEX, HANDICAP, ETHNIC BACKGROUND, AGE, MARITAL STATUS, OR HOUSEHOLD COMPOSITION.

Objective 6.1.1:
~~The City shall e~~Ensure that the private sector has the opportunity to provide a suitable mixture of housing types, including housing to meet the needs for extremely low, very-low-, low-, and moderate-income housing, and any households with special needs.

Policy 6.1.1.1:
~~The City shall p~~Provide information and technical assistance to the private sector for the development or redevelopment of additional housing units.

Policy 6.1.1.2:
~~The City will c~~Continue to uphold the cooperation agreement with Pinellas County for the administration of the Community Development Block Grant Program.

Policy 6.1.1.3:
~~The City shall c~~Continue to allow a variety of residential densities and housing types ~~in order~~ to enhance the opportunity for the private sector to provide for housing needs.

Policy 6.1.1.4:
~~The city shall~~ Continue to coordinate and cooperate with Pinellas County in the ~~delivery of a~~ multijurisdictional program to address affordable housing. ~~Toward this end, the city shall p~~Provide information to residents regarding the availability of housing programs to meet the need for affordable housing.

Policy 6.1.1.5:
~~The city shall~~Continue to coordinate and cooperate with Pinellas County to address economic strategies that support affordable housing. ~~Toward this end, the city will c~~Consider techniques promoted by the County to add affordable housing to meet the needs of city residents.

Objective 6.1.2:
~~The City shall m~~Maintain an opportunity for all citizens of the City and surrounding areas to purchase or rent decent, safe, and sanitary housing ~~which~~ they can afford, free from arbitrary discrimination because of race, sex, handicap, ethnic background, age, marital status, or household composition.

Policy 6.1.2.1:
~~The City shall c~~Continue to enforce the Pinellas County Fair Housing Ordinance.

Policy 6.1.2.2:
~~The City shall n~~Notify enforcement agencies whenever allegations of housing discrimination are ~~encountered~~reported.

Objective 6.1.3:
Sites for group homes (community residential homes) and foster care facilities~~,~~ for persons who do not require special provisions for emergency evacuation~~, shall be~~are allowed at suitable locations to ensure that the needs of the ~~City~~ city residents requiring such housing are met pursuant to Chapter 419, Florida Statutes.

Policy 6.1.3.1:
~~The City shall e~~Establish non-discriminatory standards and criteria addressing the appropriate location of group homes and foster care facilities for persons who do not require special provisions for emergency evacuation.

Objective 6.1.4:
Conserve and extend ~~The~~the useful life of the existing housing stock ~~shall be conserved and extended where t h e structures are~~ in compliance with ~~FEMA~~ local regulations adopted for NFIP eligibility, to improve or maintain neighborhood quality ~~shall be maintained or improved~~, and eliminate substandard housing ~~shall be eliminated~~.

Policy 6.1.4.1:
~~The City shall e~~Ensure that, as existing housing is replaced by redevelopment, this new construction is compliant with all applicable local regulations adopted for NFIP eligibility ~~FEMA regulations for residential construction~~.

Policy 6.1.4.2:
~~The City shall e~~Encourage individual homeowners to increase private reinvestment in housing by providing information and technical assistance programs.

Policy 6.1.4.3:
~~The City shall c~~Continue code enforcement activities to ensure proper exterior maintenance of existing structures.

Objective 6.1.5:
~~The City shall provide u~~Uniform and equitable treatment for persons and businesses displaced by state and local government programs consistent with Section 421.55, Florida Statutes.

Policy 6.1.5.1:

~~The City shall a~~Assure that reasonably located, standard housing at affordable costs is available to persons displaced through public action prior to their displacement.

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7.0 INFRASTRUCTURE ELEMENT

GOAL 7.1: ENSURE THAT NEEDED SANITARY SEWER, SOLID WASTE, AND POTABLE WATER SERVICES ARE PROVIDED BY A SAFE AND EFFICIENT SYSTEM THAT MAINTAINS ADEQUATE FACILITIES AND PROVIDES FOR ORDERLY GROWTH AND EXPANSION.

Objective 7.1.1:
Issue development permits only when adequate facility and service capacity is available to serve the new development or redevelopment, based on the level-of-service standards established within this Comprehensive Plan.

Policy 7.1.1.1:
The adopted potable water, sanitary sewer, and solid waste level-of-service standards for the ~~City of Madeira Beach~~city are provided in Policy 13.1.5.4 of this Comprehensive Plan.

Policy 7.1.1.2:
The development, expansion, improvement, modification, or replacement of infrastructure facilities will be consistent with, improve, and maintain the adopted level-of-service standards.

GOAL 7.2: SUPPORT PINELLAS COUNTY EFFORTS TO MAINTAIN THE HIGHEST WATER QUALITY STANDARDS AND PROVIDE FOR THE SAFE COLLECTION, TREATMENT, AND DISPOSAL OF WASTEWATER WHILE PROTECTING THE SURROUNDING NATURAL ENVIRONMENT.

Objective 7.2.1:
Collaborate with Pinellas County to reduce the City's potable water demand.

Policy 7.2.1.1:
Plumbing permits will specify the installation of water conservation devices.

Policy 7.2.1.2:
Continue to enforce Pinellas County Utilities' water conservation program particularly restricting the unnecessary consumption of potable water for irrigation, lawn watering, and car washing during periods of drought, supply reduction, and other emergencies.

Policy 7.2.1.3:
Promote the use and reuse of water of the lowest acceptable quality for the intended

purpose.

Policy 7.2.1.4:
Continue to promote the use of native and drought-tolerant landscaping to conserve water.

Policy 7.2.1.5:
Continue public education efforts to encourage water conservation.

Policy 7.2.1.6:
Enforce the requirements of Section 373.62, Florida Statutes, requiring the installation of rain sensor devices for new irrigation systems that override the automatic timing cycle when adequate rainfall has occurred.

Policy 7.2.1.7:
Incorporate appropriate updates to this Comprehensive Plan within 18 months of an update to the Southwest Florida Water Management District (SWFWMD) regional water supply plan.

Objective 7.2.2:
Work with Pinellas County to reduce wastewater generation levels.

Policy 7.2.2.1:
Collaborate with Pinellas County to implement a progressive maintenance program for sanitary sewer lines consistent with local, state, and federal standards for wastewater collection systems.

Policy 7.2.2.2:
Identify damaged sanitary sewer lines needing replacement and implement a sanitary sewer line replacement program to increase the efficiency of the existing sanitary sewer system.

GOAL 7.3: CONTINUE TO REDUCE THE SOLID WASTE GENERATION RATE THROUGH INCREASED RECYCLING PARTICIPATION WHILE ENSURING THAT SOLID WASTE IS BEING COLLECTED IN AN EFFICIENT AND ENVIRONMENTALLY-SOUND MANNER.
Objective 7.3.1:
Reduce the per capita generation of non-recyclable solid waste.

Policy 7.3.1.1:
Promote the current recycling program and encourage commercial and multifamily residence participation.

Objective 7.3.2:
Support Pinellas County's approach to ensure that hazardous wastes are managed to protect human health, safety, and the environment.

Policy 7.3.2.1:
Continue to collaborate with Pinellas County and the neighboring local governments to provide regular mailings and public meetings to inform residents of effective methods to safely store and dispose of household and commercial hazardous material and procedures to follow in emergencies.

Policy 7.3.2.2:
Encourage residents to deposit household chemical waste at the Pinellas County household chemical waste collection center.

Policy 7.3.2.3:
Direct hazardous-material generators and users to Pinellas County staff for technical assistance with proper disposal methods.

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8.0 CONSERVATION AND COASTAL MANAGEMENT ELEMENT

GOAL 8.1: TO ENSURE THE HIGHEST ENVIRONMENTAL QUALITY POSSIBLE, THE CITY OF MADEIRA BEACH ~~SHALL~~ WILL CONSERVE, PROTECT, AND APPROPRIATELY MANAGE ITS AIR, AQUATIC, WETLAND, AND TERRESTRIAL RESOURCES.

Objective 8.1.1:
~~The City shall p~~Protect the quality and quantity of surface and groundwater.

Policy 8.1.1.1:
~~The City shall i~~Implement an educational program for residential and commercial consumers to discourage waste and conserve water.

Policy 8.1.1.2:
~~The City shall c~~Continue to enforce the comprehensive water shortage plan and enforce the provisions set forth by the Southwest Florida Water Management District.

Policy 8.1.1.3:
~~The City shall c~~Continue to upgrade the drainage system and through the land development regulations, implement stormwater treatment for water quality.

Policy 8.1.1.4:
~~The City shall p~~Protect water storage and quality enhancement functions of wetlands and floodplain areas through land acquisition, if feasible, enforcement of laws, and the application of land and water management practices ~~which~~ that provide for compatible uses.

Objective 8.1.2:
~~The City shall s~~Strictly enforce regulations for development within the 100-year floodplain, as established by the federal government.

Policy 8.1.2.1:
The land development regulations ~~shall~~ will continue to require that runoff rates, volumes, and pollutant loads for new development and redevelopment do not exceed predevelopment conditions.

Policy 8.1.2.2:
Recognizing that the community is located within the 100-year floodplain, the City ~~shall~~ will continue to strictly enforce all appropriate federal, state, and regional coastal construction codes and coastal setback regulations.

Policy 8.1.2.3:

~~The City shall p~~Protect the natural functions of the 100-year floodplain so that flood-carrying and flood-storage capacities are maintained.

Policy 8.1.2.4:
~~The City shall s~~Strictly enforce the floodplain management provisions contained in the land development regulations~~, in order~~ to preserve hydrologically significant wetlands and other natural floodplain features.

Policy 8.1.2.5:
The land development regulations ~~shall~~ contain provisions ~~which~~that, at a minimum, protect natural drainage features found within the ~~City~~ city as follows:

The flood-carrying and flood storage capacity of the 100-year floodplain ~~shall~~ will be maintained;

Development along Boca Ciega Bay and the Gulf of Mexico ~~shall~~ must maintain adequate setbacks to protect any existing areas of natural coastal/marine habitat;

The prevention of erosion, retardation of runoff and protection of natural functions and values of the floodplain ~~shall~~ will be considered while promoting public usage; and

Development or redevelopment proposals ~~shall~~ must be consistent with the performance standards regulating development within designated floodplains.

Objective 8.1.3:
~~The City shall c~~Conserve or improve wetlands, aquatic resources, and wildlife population and habitat to maintain their environmental and recreational value.

Policy 8.1.3.1:
~~Shorelines and islands shall be i~~Identif~~yied on~~ shorelines and islands on Map LU-4~~, Future Land Use and Transportation, as Preservation land~~.

Policy 8.1.3.2:
Designate ~~A~~all existing marine wetlands ~~shall be designated~~ Preservation land ~~as set forth~~ on Map LU-4~~, Future Land Use and Transportation~~.

Policy 8.1.3.3:
Projects (e.g., marinas, causeways, or dredging) ~~which~~ that could inhibit tidal circulation ~~shall~~ must include measures to maintain or improve tidal circulation and flushing.

Policy 8.1.3.4:
Any project ~~which~~ that produces changes in tidal circulation patterns ~~shall~~ may be approved only after sufficient hydrographic information is ~~available~~ provided to allow an accurate evaluation of the possible impacts of the project.

Policy 8.1.3.5:
~~The e~~Existing wetlands ~~in the City shall~~must be conserved and protected from physical and hydrological alterations.

Policy 8.1.3.6:
Marine wetlands, barrier island property containing numerous vegetative communities, and/or shoreline locations with limited habitat diversity ~~shall be~~are considered priorities for environmental land acquisition.

Policy 8.1.3.7:
~~The City shall continue to preserve Little Bird Key and the adjacent island in their natural state.~~ (Reserved) [Cf. **Policy 8.1.5.12**]

Policy 8.1.3.8:
~~The City shall p~~Protect, maintain, and where feasible, restore aquatic seagrass beds through public acquisition, preservation, and restoration of adjacent lands and shorelines.

Policy 8.1.3.9:
~~The City will n~~Notify adjacent jurisdictions that share wetlands of its protection plans and solicit comments pertaining to any proposed action.

Objective 8.1.4:
~~The City shall c~~Conserve, appropriately use, and protect native vegetation.

Policy 8.1.4.1:
~~The City shall r~~Require ~~that~~ all new development and redevelopment include landscaping in accordance with standards contained in the land development regulations.

Policy 8.1.4.2:
Native vegetation ~~shall~~ will continue to receive priority in landscaping requirements.

Policy 8.1.4.3:
~~The City shall e~~Encourage shorelines lacking wetland vegetation to be planted with native vegetation in order to minimize potential flood damage, stabilize the shoreline, trap sediments and other non-point source pollutants, and provide additional habitat for fish and wildlife.

Policy 8.1.4.4:
~~The City shall c~~Continue to encourage the removal and prohibit the planting of exotic species such as punk tree (Melaleuca sp.), Australian pine (Casuarina sp.), and Brazilian pepper (Schinus sp.).

Policy 8.1.4.5:

~~The City shall c~~Consider soil conditions and vegetation classifications during site plan review and when designating future land use plan categories.

Policy 8.1.4.6:
~~The City shall r~~Recognize the limitations of development on a barrier island resulting from the effects of the Coastal High Hazard Area, 100-year floodplain, vulnerability to tropical storms, topography, and soil conditions.

Policy 8.1.4.7:
~~Development review criteria, as contained in t~~The land development regulations~~, shall~~ will include development review criteria for soil suitability.

Policy 8.1.4.8:
Pilings, not fill, ~~shall~~ must be used to elevate structures in flood prone areas.

Policy 8.1.4.9:
~~Although limited natural resources remain, the City of Madeira Beach may p~~Protect ~~these~~ the limited remaining natural resources as follows:

Recreational development ~~shall~~ must be compatible with the surrounding environment and ~~shall be~~ subject to performance standards adopted in the land development regulations;

The clearing of trees and wetland vegetation ~~shall be~~is governed by the land development regulations; and

All applications for development ~~approval~~, unless exempted in the land development regulations, ~~shall be~~are subject to site plan review.

Objective 8.1.5:
Redevelopment activities ~~shall~~ must ensure the protection of natural resources.

Policy 8.1.5.1:
~~The City shall e~~Ensure~~,~~ through ~~provisions contained in~~ the land development regulations, that land is developed ~~in a manner which~~to respect~~s~~ necessary ecological functions and protect~~s~~ unique or irreplaceable natural resources.

Policy 8.1.5.2:
~~In order to protect environmentally sensitive areas located east of Gulf Boulevard, the City shall allow~~ Land development regulations will provide for mixed use ~~or~~ and other techniques that protect environmentally sensitive areas~~provide for protection~~.

Policy 8.1.5.3:

~~The City shall e~~Ensure that species of flora and fauna listed as endangered, threatened, or species of special concern, by federal law or Florida Statutes, are protected through compliance with appropriate federal and state regulations.

Policy 8.1.5.4:
~~The City shall e~~Ensure that recreational development is compatible with the surrounding environment and ~~shall be subject to~~compliant with performance standards.

Policy 8.1.5.5:
~~The City shall prohibit the c~~Clearing ~~of~~ trees and wetland vegetation is prohibited except where necessary to avoid a hazard to the public or private property.

Policy 8.1.5.6:
~~The City shall p~~Protect coastal vegetative communities, coastal wildlife habitats, and dune systems from the adverse effects of development.

Policy 8.1.5.7:
~~The City shall e~~Ensure that tidal flushing and circulation patterns are not negatively impacted by development activities.

Policy 8.1.5.8:
~~Any project which may produce changes in tidal circulation patterns shall be approved only after sufficient hydrographic information is available to allow an accurate evaluation of the possible impacts of the project.~~ (Reserved) [Cf. **Policy 8.1.3.4**]

Policy 8.1.5.9:
~~The City shall e~~Ensure that natural watercourses are protected in their natural state and are exempt from alteration.

Policy 8.1.5.10:
The ~~City shall~~land development regulations prohibit land uses ~~which~~ that could potentially increase point-source air and water pollution.

Policy 8.1.5.11:
Dredge and fill activities ~~shall~~ may be ~~conducted~~ permitted only when necessary, as determined after review and comment by the appropriate governmental agencies and interested citizens, and in a manner least harmful to the surrounding environment.

Policy 8.1.5.12:
~~The City shall c~~Continue to protect Little Bird Key and the adjacent unnamed island in their natural state by the assignment of the Preservation future land use plan category on Map LU-4, ~~Future Land Use and Transportation,~~ and implementingation of appropriate ~~provisions contained in the~~ land development regulations.

Policy 8.1.5.13:

To the maximum extent possible, transportation facilities ~~shall~~ must not disrupt ecosystems or isolated significant environmental features.

Policy 8.1.5.14:
~~The City shall e~~Enforce provisions for the control of erosion and runoff from construction sites.

Policy 8.1.5.15:
~~The City shall p~~Promote environmental awareness through educational programs and interpretive displays at applicable points of interest, especially parks and public open spaces that contain or are adjacent to natural resources.

Objective 8.1.6:
~~The City shall p~~Protect species with special status from adverse impacts due to loss of natural habitats.

Policy 8.1.6.1:
~~The City shall assist in the application of and compliance with all state and federal regulations pertaining to species of special status (e.g., endangered, rare, threatened, and species of special concern) as required under the Florida Endangered and Threatened Species Act or the federal Endangered Species Act.~~ (Reserved) [Cf. **Policy 8.1.5.3**]

Policy 8.1.6.2:
Beach renourishment projects ~~shall~~ must protect sea turtle nesting areas by limiting construction in such areas to winter and spring months, or by collecting eggs from the nests, incubating them, and releasing the hatchlings.

Policy 8.1.6.3:
~~The City shall c~~Continue a public information program calling for the protection of those sea turtle nesting areas located within the community.

Policy 8.1.6.4:
~~The City shall c~~Continue to prohibit the use of bright lights on sea turtle nesting areas.

Policy 8.1.6.5:
All spoil islands ~~shall be~~are designated bird sanctuaries.

Policy 8.1.6.6:
~~The City shall p~~Protect and conserve listed animal species that utilize aquatic habitats, including mangroves, marshes, and seagrass beds, through ~~the~~ preservation, public acquisition, and restoration of coastal lands and shorelines.

Objective 8.1.7:
~~The City of Madeira Beach shall c~~Continue ~~its~~ involvement in monitoring the proper handling, treatment, transportation, and disposal of hazardous waste within its jurisdiction.

Policy 8.1.7.1:
~~The City shall c~~Comply with federal, state, and county guidelines regarding accidents involving hazardous waste.

Policy 8.1.7.2:
~~The City shall s~~Support the Pinellas County Pollution Prevention (P2) Program to regulate small generators of hazardous wastes~~, in order~~ to protect natural resources and public health.

Policy 8.1.7.3:
~~The City shall e~~Encourage residents and local businesses to deposit household chemical waste at the Pinellas County household chemical collection center.

Objective 8.1.8:
~~The City shall c~~Comply with all state and federal standards for air quality.

Policy 8.1.8.1:
~~The City shall w~~Work to reduce the effects of automobile emissions pollution by ~~the following measures~~:

- Land development regulations that ~~R~~require vegetative buffer strips between roadways and residential development~~, as required in the land development regulations~~; and

- Promotinge alternative transportation modes such as public transportation, carpooling, walking, and bicycling.

Objective 8.1.9:
~~The City shall c~~Cooperate with the State of Florida and other local jurisdictions ~~in an effort~~ to maintain the Boca Ciega Bay Outstanding Florida Waters designation.

Policy 8.1.9.1:
No new point sources ~~shall be~~are permitted to discharge from the City of Madeira Beach into Boca Ciega Bay or into ditches or canals that flow into Boca Ciega Bay~~it~~, except for the correction of existing inefficient stormwater drainage, or as specifically permitted by the City.

Policy 8.1.9.2:
In order to reduce non-point source pollutant loadings, ~~the City shall~~ continue to strictly enforce ~~its~~ stormwater management regulations, following the guidelines established in Chapter 62-25, Florida Administrative Code.

Policy 8.1.9.3:
~~In order t~~To reduce non-point source pollutant loadings and improve the functioning of the city drainage system, dumping of debris of any kind (e.g., yard clippings and trimmings), into drainage ditches, canals, and stormwater control structures ~~shall be~~is prohibited.

Policy 8.1.9.4:
~~The City shall c~~Coordinate with neighboring ~~municipalities~~jurisdictions, Pinellas County, and the Tampa Bay Regional Planning Council to protect regional estuaries, providing adequate sites for water-dependent uses, preventing estuarine pollution, controlling surface water runoff, protecting living marine resources, reducing exposure to natural hazards, and ensuring public access.

Policy 8.1.9.5:
Natural watercourses ~~shall~~ must be maintained in their natural state and protected from alteration.

Policy 8.1.9.6:
~~The City of Madeira Beach shall c~~Continue working with other communities and counties to implement the Surface Water Improvement Management (S.W.I.M.) Program for Tampa Bay.

Objective 8.1.10:
~~The City of Madeira Beach shall p~~Protect and restore ~~its~~ the community's beaches, dunes, and natural system from the impacts of development through continued enforcement of coastal construction standards.

Policy 8.1.10.1:
Construction seaward of the Coastal Construction Control Line ~~shall be~~is subject to ~~the~~ permitting procedures pursuant to Florida Statutes.

Policy 8.1.10.2:
~~The City, through the provision of public information, shall e~~Encourage, through the provision of public information, the planting of native marine vegetation in front of seawalls to act as a natural buffer against damage from tides and flooding.

Policy 8.1.10.3:
~~The City shall a~~Adopt beach management practices~~, which shall~~ that regulate excavations, disturbance of native vegetation, and activities ~~which~~ that affect the natural fluctuation of the dunes.

Policy 8.1.10.4:
~~The City shall c~~Continue a program for the restoration and maintenance of the coastal dune system~~. The program shall~~ that include:

- Stabilization projects utilizing native vegetation; and
- An educational program emphasizing the need to protect the coastline.

Policy 8.1.10.5:
~~The City shall c~~Continue providing adequate public access to beaches and shorelines, enforcing public access to beaches renourished at public expense, enforcing the public access requirements of the Coastal Zone Protection Act, and providing transportation or parking facilities for beach and shoreline access.

Policy 8.1.10.6:
~~The City shall l~~Limit shoreline development that will adversely impact marine fisheries habitats through land development regulations and site plan review.

Policy 8.1.10.7:
~~The City shall r~~Require that the replacement material for failed or damaged existing concrete seawalls along the Gulf of Mexico be rip-rap or planted native vegetation, e.g., marsh grasses and dune vegetation.

Objective 8.1.11:
~~The City shall c~~Comply with all county, state, and federal regulations governing the protection of coastal resources.

Policy 8.1.11.1:
~~The city~~ Coordinate beach management practices ~~shall be coordinated~~ with the efforts of neighboring ~~municipalities~~jurisdictions.

Policy 8.1.11.2:
~~The City shall r~~Review the comprehensive plans of the neighboring ~~municipalities~~ jurisdictions and adjacent coastal counties to determine if coastal resources of the barrier islands are being managed in a consistent manner.

Policy 8.1.11.3:
~~The City shall c~~Cooperate with the U.S. Army Corps of Engineers and Pinellas County in addressing the environmental issues associated with the maintenance of John's Pass as a navigational channel.

Policy 8.1.11.4:
Pursuant to Section 163.3178, Florida Statutes, the level-of-service standards for recreation/open space for the coastal planning area ~~shall be~~are identical to those for the ~~City~~ city as a whole.

Objective 8.1.12:
~~The City shall p~~Protect the viability of the Working Waterfronts in the community.

Policy 8.1.12.1:

Recognizing the importance of working waterfronts to employment, recreation, quality of life, and ~~to the~~ state and local economies, the ~~City shall adopt~~land development regulations include guidelines for the development and redevelopment of Working Waterfronts.

Policy 8.1.12.2:
~~The City shall c~~Coordinate with property owners and associated marine operations to encourage the continuation of water dependent activities.

Policy 8.1.12.3:
~~The City shall c~~Consider guidelines for the protection of business sites located on Gulf Boulevard to encourage continuation of working waterfront uses.

GOAL 8.2: ~~THE CITY SHALL~~ PROVIDE A SET OF GUIDELINES FOR DEVELOPMENT THAT PROTECT THE LIVES AND PROPERTY OF ~~ITS RESIDENTS~~CITIZENS FROM THE EFFECTS OF NATURAL DISASTERS INCLUDING HIGH TIDE EVENTS, STORM SURGE, FLASH FLOODS, STORMWATER RUNOFF, AND SEA LEVEL RISE.

Objective 8.2.1:
~~The City shall c~~coordinate and cooperate with Pinellas County to proceed with an orderly, safe, and expeditious evacuation when an evacuation is ordered.

Policy 8.2.1.1:
~~Through~~ Coordinate through the Pinellas County Metropolitan Planning Organization (MPO)~~, the City shall coordinate~~ with state, regional, and county agencies to ensure that major evacuation routes are adequately maintained and, when necessary, improved to facilitate an efficient and safe evacuation.

Policy 8.2.1.2:
~~The City,~~ Sponsor preparedness seminars to increase hurricane awareness in cooperation with the Pinellas County Department of Emergency Management and the South Pinellas County Chapter of the American Red Cross~~, shall sponsor preparedness seminars to increase hurricane awareness~~.

Policy 8.2.1.3:
~~City e~~Emergency response personnel and volunteers ~~shall~~ will coordinate pre- and post-event activities with county and state emergency response agencies in order to plan for safe and efficient evacuations and re-entries.

Policy 8.2.1.4:
~~The City will f~~Forward notice of proposed future land use plan amendments with potential hurricane shelter and evacuation route impacts to the Tampa Bay Regional Planning Council and the Pinellas County Emergency Management Department and

consult with these agencies, ~~will be consulted~~ if necessary and appropriate, to ascertain the amount of currently available shelter space.

Policy 8.2.1.5:
~~The City will u~~Use the Tampa Bay Regional Planning Council Hurricane Evacuation Study for guidance pertaining to residential future land use densities in coastal high hazard areas.

Objective 8.2.2:
~~The City shall r~~Reduce the risk of exposure of human life and public and private property to natural disasters, through preparedness planning and implementation of hazard mitigation measures.

Policy 8.2.2.1:
~~The City, in c~~Coordinat~~e~~ion with the Pinellas County Department of Emergency Management~~, shall~~ to maintain and upgrade its comprehensive disaster plan~~, which shall~~ to address the four (4) phases of comprehensive emergency management: preparedness, response, recovery and mitigation.

Policy 8.2.2.2:
The city emergency management coordinator ~~shall~~ will continue to oversee the development and revision of the city disaster plan; act as a liaison between state, regional, county, and city emergency response and planning agencies; and ensure coordination between emergency management and growth management activities.

Policy 8.2.2.3:
~~The City shall r~~Review the existing coastal construction building code and the coastal construction standards embodied in the Coastal Zone Protection Act, and ~~shall~~ strictly enforce their implementation through the building inspection process.

Policy 8.2.2.4:
The City Commission ~~shall~~ will review all elements of the Pinellas County Comprehensive Emergency Management Plan to assure that hazard mitigation considerations are effective and implemented within its area of responsibility.

Policy 8.2.2.4:
~~The City, in~~ Continue to cooperat~~e~~ion with the Pinellas County Department of Emergency Management, the Town of Redington Beach, the City of Seminole, and Pinellas County ~~shall~~ to implement the adopted Hurricane Evacuation Plan.

Objective 8.2.3:
Development and redevelopment within the ~~City~~ city ~~shall~~ will proceed in a manner that lessens risk to public investments and private property by utilizing policies, techniques, and practices that reduce negative impacts of flooding and ~~sea~~ sea-level rise.

Policy 8.2.3.1:
Current and credible sea-level rise data ~~should~~ will be considered when evaluating future land use amendment applications.

Policy 8.2.3.2:
Strategies for preparing for sea-level rise, such as increasing road surface elevation standards, subsurface stabilization, stormwater management and drainage, and adjustment of bridge heights to allow for navigation, ~~should~~ will be collectively assessed and implemented where appropriate.

Policy 8.2.3.3:
~~The City may c~~Collaborate with the state and Pinellas County as appropriate to develop strategies for responding to sea-level rise, including consideration of the effects of sea-level rise on potable water resources, saltwater intrusion, wastewater treatment facilities and the water table.

Policy 8.2.3.4:
Consider ~~A~~acquisition of severe repetitive loss properties~~, which~~ that have sustained repeated flood losses for use as public open space ~~shall be considered~~ as procurement opportunities arise, such as through the use of grants or tax deed sales.

Policy 8.2.3.5:
Development and redevelopment in the ~~City~~ city will be consistent with or more stringent than the flood-resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R. part 60.

Policy 8.2.3.6:
~~The City will c~~Continue to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for its residents.

GOAL 8.3: ~~THE CITY SHALL~~ EXPEDITE POST-DISASTER RECOVERY AND REDUCE THE FUTURE RISK TO HUMAN LIFE AND PUBLIC AND PRIVATE PROPERTY FROM NATURAL HAZARDS, THROUGH RECOVERY AND REDEVELOPMENT STRATEGIES.

Objective 8.3.1:
~~The City shall i~~Implement the post-disaster recovery procedures outlined in its disaster plan.

Policy 8.3.1.1:
The city emergency management coordinator ~~shall~~ will designate appropriate staff to perform the following tasks:

- Monitor preliminary damage reports following a disaster;

- Take necessary steps to seek financial assistance from the appropriate state and federal agencies;
- Authorize clean-up and repairs necessary to protect the public health, safety, and welfare;
- Identify areas within the community where minor, moderate, and major damage has occurred;
- Recommend to the City Commission temporary building moratoria for building activities not essential to protect health, safety, or welfare;
- Recommend to the City Commission appropriate hazard mitigation policies ~~which~~ that should be implemented in response to the disaster; and
- Prepare a report evaluating post-disaster redevelopment response and make recommendations for necessary changes to this comprehensive plan.

Policy 8.3.1.2:
~~The City shall r~~Review all elements of the Pinellas County Comprehensive Emergency Management Plan to assure that hazard mitigation considerations are effective and implemented within ~~its~~ the City's area of responsibility.

Objective 8.3.2:
~~The City shall e~~Enforce the reconstruction permitting procedures.

Policy 8.3.2.1:
Following a major hurricane or other disaster, the City Commission may adopt a temporary post-disaster building moratorium to allow sufficient time for damage assessment, the identification of redevelopment opportunities, and hazard mitigation policy implementation.

Policy 8.3.2.2:
~~The City shall e~~Enforce post-disaster redevelopment procedures ~~which~~ that will expedite permitting for minor repairs including: development plan review, engineering approval, building permitting, and ~~shall provide that~~require all permitting is coordinated with the appropriate agencies and is consistent with the objectives of this ~~comprehensive~~ Comprehensive ~~plan~~Plan.

Policy 8.3.2.3:
~~The City shall e~~Enforce the involuntary loss provisions of the land development regulations to protect private property rights by potentially allowing replacement and reconstruction of housing units.

Objective 8.3.3:

~~The City shall i~~Implement reconstruction and redevelopment strategies ~~which~~ that will be used to promote hazard mitigation.

Policy 8.3.3.1:
Where financially feasible, property ~~which~~ that has received recurring major hurricane damage (total devastation) from storm surge may be publicly acquired, or designated Preservation on Map LU-4~~, Future Land Use and Transportation,~~ to prevent redevelopment of the property to its pre-disaster land use.

Policy 8.3.3.2:
~~The City shall c~~Consider one or more of the following strategies in those areas ~~which~~ that receive major or moderate damage:

- Reduction of permissible density or intensity of development in the area;
- Reconstruction according to more stringent building and construction standards; and
- Public acquisition of damaged areas.

Policy 8.3.3.3:
~~The City shall i~~Interrelate hazard and non-hazard mitigation goals during reconstruction decision-making, including the following ~~objectives~~:

- Enhancement of local recreational and open space opportunities;
- Enhancement of local public beach access;
- Enhancement and restoration of local natural ecosystems;
- Reduction of traffic congestion, noise, and other transportation related problems; and
- Enhancement of the long-term economic vitality of the local commercial base.

9.0 RESERVED

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10.0 CULTURE AND RECREATION ELEMENT

GOAL 10.1: PROVIDE, PROTECT, AND MAINTAIN A COORDINATED, EFFICIENT, AND ACCESSIBLE SYSTEM OF IMPROVED MUNICIPAL CULTURE AND RECREATIONAL FACILITIES AND SERVICES THAT MEET THE NEEDS OF CURRENT AND FUTURE CITIZENS AND VISITORS.

Objective 10.1.1:
~~In cooperation~~Cooperate with other government agencies~~,~~ to provide and maintain a system of open space, parks, and other improved municipal culture and recreation facilities and services, including access to beaches and shores, meeting the needs of current and future citizens and visitors.

Policy 10.1.1.1:
The adopted level-of-service standard for improved municipal culture and recreation facilities and services is provided in Policy 13.1.5.4 of this Comprehensive Plan.

Policy 10.1.1.2:
Improved municipal culture and recreation facilities and services will be planned for multiple uses and located in areas most suitable to meet the needs of the citizens and visitors.

Policy 10.1.1.3:
Land set aside by new development for improved municipal cultural and recreation facilities and services will be evaluated for its suitability for that purpose during the site planning process. Land remaining undeveloped and vacant after new development or redevelopment may not be suitable for improved municipal culture and recreation facilities and services.

Policy 10.1.1.4:
The acquisition and designation of sites for improved municipal culture and recreation facilities and services must accord with this Comprehensive Plan.

Policy 10.1.1.5:
Promote safe bicycling by maintaining improved municipal mobility facilities and services used for bicycle travel.

Policy 10.1.1.6:
Create a marked bikeway coordinated with the *Pinellas Bikeways Plan*.

Policy 10.1.1.7:
Improved municipal culture and recreation facilities and services will be held inviolate against diversion to other uses, unless the City makes a formal finding of overriding public benefit.

Policy 10.1.1.8:
Accommodate a variety of activities in improved municipal culture and recreation facilities and services and utilize unique natural features and scenic areas.

Policy 10.1.1.9:
Support promotional efforts to attract visitors and actively utilize improved municipal culture and recreation facilities and services all year.

Policy 10.1.1.10:
Utilize areawide proportionate-share development fee revenue to improve and support the adopted level-of-service standards for improved municipal culture and recreation facilities and services.

Objective 10.1.2:
Coordinate public and private culture and recreation resources.

Policy 10.1.2.1:
Coordinate areawide improved municipal culture and recreation facilities and services with local businesses and development authorities, local art, cultural, and other community organizations in local planning and redevelopment efforts.

Objective 10.1.3:
Protect lands designated as Preservation or Recreation/Open Space from incompatible land uses.

Policy 10.1.3.1:
The ~~Land~~ land ~~Development~~ development ~~Code~~ regulations will specify open space definitions and standards for landscape and signage, the protection of open space and natural vegetation, and requirements for the use of open space for buffering between land uses.

Policy 10.1.3.2:
Maintain provisions for open space areas in the ~~Land~~ land ~~Development~~ development ~~Code~~regulations.

Policy 10.1.3.3:
Maintain open space in improved municipal culture and recreation facilities and services to protect and preserve native habitats and provide passive recreation opportunities, such as natural trails, nature interpretive displays, picnic areas, and wildlife observation areas.

Policy 10.1.3.4:
Continue to use open space to buffer incompatible improved municipal culture and recreation activities, facilities, services, or land uses.

Policy 10.1.3.5:
Encourage beach renourishment programs.

Policy 10.1.3.6:
Maintain and protect natural, open space, and scenic areas through dedicated private and public land acquisition initiatives, and utilize grant resources to acquire additional natural, open space, and scenic lands.

Objective 10.1.4:
Respond to the improved municipal culture and recreation facilities and services needs of citizens and visitors.

Policy 10.1.4.1:
Provide access to improved municipal culture and recreation facilities and services for the elderly, disabled, and economically disadvantaged.

Policy 10.1.4.2:
Coordinate comprehensive improved municipal mobility facilities and services with improved municipal culture and recreation facilities and services.

Policy 10.1.4.3:
Adequate public beach access is required for any and all shoreline development on the Gulf beaches.

Policy 10.1.4.4:
Ensure public access to improved municipal culture and recreation facilities and services and design them to protect the integrity of natural features including beaches and shores.

Objective 10.1.5:
Provide open space and improved municipal culture and recreation facilities and services in an economically efficient manner.

Policy 10.1.5.1:
Pursue funding for improved municipal culture and recreation facilities and services, including proportionate-share development fees and regulations and county, state, and federal assistance funds.

Policy 10.1.5.2:
New development and redevelopment must provide its proportionate fair-share of the future improved municipal culture and recreation facilities and services necessary to maintain the level-of-service standards established by this Comprehensive Plan.

Policy 10.1.5.3:
Enhance, improve, maintain, and preserve existing improved municipal culture and recreation facilities and services, and access to same, through the use of adequate operating budgets, proportionate-share development fees and regulations, proper management techniques, and user fees.

Objective 10.1.6:
Maintain open space character by utilizing private and public open space for active and passive culture and recreation uses, visual relief, scenic value, and buffering and screening purposes.

Policy 10.1.6.1:
Continue to identify, maintain and preserve open space.

Policy 10.1.6.2:
Work with Pinellas County and other appropriate development and government agencies to ensure and maintain public beach accesses.

Policy 10.1.6.3:
Maintain signs at appropriate locations identifying access points to the Gulf of Mexico and its beaches.

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11.0 INTERGOVERNMENTAL COORDINATION ELEMENT

GOAL 11.1: IMPROVE THE EXISTING SYSTEM OF INTERLOCAL COORDINATION TO SUCCESSFULLY IMPLEMENT LOCAL GOVERNMENT COMPREHENSIVE PLANS AND TO RESOLVE CONFLICTS RESULTING FROM THE PLANS.

Objective 11.1.1:
Participate in the deliberations of the Pinellas County Planning Council (PPC) and Countywide Planning Authority (CPA) consistent with the provisions of the Pinellas County Charter and special laws enabling the countywide planning process.

Policy 11.1.1.1:
Participate in the countywide planning process as provided for in the *Special Act* (Ch. 2012-245, Laws of Florida, as amended).

Policy 11.1.1.2:
Coordinate and ensure consistency between this Comprehensive Plan and the ~~Land Development Code~~land development regulations with the *Countywide Plan Map* and *Countywide Rules*.

Policy 11.1.1.3:
Coordinate with the Pinellas Planning Council (PPC), Pinellas County School Board, Pinellas County, Tampa Bay Regional Planning Council (TBRPC), Tampa Bay Water (TBW), SWFWMD, and other state and federal agencies on projects that fall within their jurisdictions or are multi-jurisdictional in nature, and with public utilities that provide essential services to the City.

Policy 11.1.1.4:
A representative appointed by the City Manager may participate as a member of the Planners Advisory Committee of the PPC.

Policy 11.1.1.5:
Comply with the specific procedural and substantive requirements of the *Countywide Rules* concerning amendment of this Comprehensive Plan, its ~~Future Land Use~~ Map LU-4, and the ~~Land Development Code~~land development regulations.

Objective 11.1.2:
Coordinate level-of service standards with neighboring jurisdictions.

Policy 11.1.2.1:
Work with FDOT and the MPO to manage the impacts of land development projects and increase mobility in accordance with the Pinellas County Mobility Plan and this Comprehensive Plan.

Policy 11.1.2.2:
Coordinate with Pinellas County to ensure that each jurisdiction's future needs are considered in the planning and design of public service facilities.

Policy 11.1.2.3:
Participate in the Barrier Islands Governmental Council (BIG-C) to coordinate level-of-service standards and preserve and protect the interests of barrier island citizens and visitors.

Objective 11.1.3:
Improve communication, cooperation, and coordination with area agencies, districts, and local governments.

Policy 11.1.3.1:
Prior to the issuance of development permits for proposed new development and redevelopment, review site plans to ensure there will not be negative impacts to the Town of Redington Beach, the City of Treasure Island, or unincorporated Pinellas County.

Policy 11.1.3.2:
Ensure that development permits are consistent with the objectives of the SWFWMD, the TBRPC, Pinellas County, and state or federal agencies.

Policy 11.1.3.3:
Work with the Pinellas County School System to meet the land use needs of the Madeira Beach Elementary and Middle Schools.

Policy 11.1.3.4:
Implement the provisions of the *Interlocal Agreement with the School Board of Pinellas County*, executed on November 6, 2012, regarding coordination of land use and public school facilities planning.

Policy 11.1.3.5:
Review the plans and independent special district facility reports of the PSTA, Pinellas County, SWFWMD, and TBW and identify and resolve conflicts with this Comprehensive Plan, including concurrency-related items.

Policy 11.1.3.6:
Coordinate with Pinellas County, the PSTA, SWFWMD, and TBW to resolve issues identified in Policy 11.1.3.5.

Policy 11.1.3.7:
Amend this Comprehensive Plan as necessary to coordinate efforts identified in Policy 11.1.3.6.

Policy 11.1.3.8:

Coordinate with the SWFWMD's Regional Water Supply Plan through the agreement with Pinellas County Utilities for water supplies.

Objective 11.1.4:
Identify and describe joint processes for collaborative planning on population projections, school siting, facilities subject to concurrency, facilities with countywide significance, and problematic land uses.

Policy 11.1.4.1:
Employ population forecasts contained in the data and analysis supporting this Comprehensive Plan for land use planning and coordinate with the Pinellas County Planning Department regarding school-age population forecasts.

Policy 11.1.4.2:
Coordinate transportation needs with those of Pinellas County and FDOT through the MPO.

Policy 11.1.4.3:
Forward requests for access to county- or state-maintained roadways to the Pinellas County Public Works Department or FDOT, as appropriate, for comment concerning access criteria, operational impacts, and permitting.

Policy 11.1.4.4
Coordinate with other service providers to ensure the availability of improved municipal facilities and services to implement the concurrency management system.

Policy 11.1.4.5:
Cooperate and coordinate with Pinellas County for joint projects identified in the Stormwater Master Plan and the *Pinellas County Stormwater Master Plan*.

Policy 11.1.4.6:
Coordinate with Pinellas County for the provision of countywide facilities and services, including solid waste disposal, wastewater treatment, and emergency operations.

Policy 11.1.4.7:
Coordinate with the MPO to provide and improve mobility facilities and services.

Policy 11.1.4.8:
Review location standards to determine whether conflicts exist between the Code of Ordinances and the regulations of neighboring jurisdictions and determine what can be done to resolve existing conflicts to the mutual benefit of all.

Policy 11.1.4.9:
Coordinate with the PPC, or designated ad hoc committee, to develop, recommend, and review countywide guidelines addressing the location of problematic land uses.

Objective 11.1.5:
Bring intergovernmental disputes to closure in a timely manner through the use of voluntary dispute resolution processes.

Policy 11.1.5.1:
Resolve conflicts among local comprehensive plan goals, objectives, policies, and strategies through voluntary dispute resolution or other suitable process.

Policy 11.1.5.2:
Utilize the existing countywide planning process, as appropriate, to resolve local government future land use disputes, as well as other planning-related intergovernmental disputes.

Policy 11.1.5.3:
Utilize the TBRPC as a conciliator and mediator to reconcile differences on planning and growth management issues as outlined in Rule 29H-13, Florida Administrative Code.

Policy 11.1.5.4:
Initiate informal mediation with the TBRPC pursuant to Chapter 29H-11, Florida Administrative Code, and Chapter 186, Florida Statutes, in instances where the resolution of issues requiring intergovernmental concurrence is not otherwise achieved.

GOAL 11.2: ESTABLISH A REGULAR MEANS OF COMMUNICATION AMONG OFFICIALS OF TWO (2) OR MORE JURISDICTIONS FOR THE PURPOSE OF ADDRESSING AND RESOLVING ISSUES OF MUTUAL INTEREST THAT ARISE FROM THIS COMPREHENSIVE PLAN AND THE PLANS OF OTHER JURISDICTIONS.

Objective 11.2.1:
Review this Comprehensive Plan to:

- Identify and coordinate issues of mutual interest to other jurisdictions;
- Address the impacts of new development and redevelopment on other jurisdictions through coordination mechanisms; and
- Coordinate compatible level-of-service standards with state, regional, or local jurisdictions with operations and maintenance responsibilities for improved municipal facilities and services.

Policy 11.2.1.1:
Provide real property owners and adjacent jurisdictions the public notice required by federal, state, or local law of proposed municipal actions.

Policy 11.2.1.2:
Utilize the countywide planning process as an additional public notice to adjacent jurisdictions of amendments to this Comprehensive Plan's future land use map.

Policy 11.2.1.3:
Coordinate plans for bicycle and pedestrian mobility improvements with the MPO to notify, and allow for comment by, other local governments.

Policy 11.2.1.4:
Coordinate mobility management methodologies and access management standards for county- and state-maintained roadways with FDOT and Pinellas County.

Policy 11.2.1.5:
Collaborate with Pinellas County on plans to provide extremely low-, very-low-, low-, and moderate-income housing.

Policy 11.2.1.6:
Review and support available Pinellas County housing assistance programs.

Policy 11.2.1.7:
Share information about local native vegetative communities; aquatic, estuarine, marine, and terrestrial habitats; and wildlife species with adjacent local governments, appropriate agencies, or other interested persons.

Policy 11.2.1.8:
Administer standards for shoreline protection and dock placement in coordination with Pinellas County.

Policy 11.2.1.9:
The ~~Land Development Code~~land development regulations will provide requirements to incorporate drought resistant and native vegetation in accordance with Pinellas County recommendations.

Policy 11.2.1.10:
Resolve any environmental conflicts with the U.S. Army Corps of Engineers and Pinellas County regarding the maintenance of navigation channels through the Coastal Resource Interagency Management Committee dispute resolution process.

Policy 11.2.1.11:
Participate in the Pinellas County Local Mitigation Strategy (LMS) to ensure that the strategies are implemented and updated locally.

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12.0 RESERVED

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13.0 CAPITAL IMPROVEMENTS ELEMENT

GOAL 13.1: UNDERTAKE FISCAL ACTIONS NECESSARY TO PROVIDE AND MAINTAIN IMPROVED MUNICIPAL FACILITIES AND SERVICES FOR THE CITY'S CITIZENS AND VISITORS AT THE ADOPTED LEVEL-OF-SERVICE STANDARDS.

Objective 13.1.1:
Provide capital improvements to accommodate desired new development and redevelopment, correct existing deficiencies, and replace exhausted or obsolete facilities, as indicated in the adopted five-year (5-year) Schedule of Capital Improvements in this Comprehensive Plan and coordinate land use decisions with available or projected fiscal resources to maintain adopted level-of-service standards.

Policy 13.1.1.1:
Evaluate projects proposed for inclusion in the five-year (5-year) Schedule of Capital Improvements annually.

Policy 13.1.1.2:
Annually review and update the multi-year Capital Improvement Program (CIP), the first year of which will be the current fiscal year's Capital Budget.

Policy 13.1.1.3:
Evaluate proposed capital improvement projects by the following guidelines:

The project
- is needed to eliminate a proven or obvious hazard to public health and safety;
- is needed to fulfill a legal commitment;
- is needed to achieve full use of, improve, or replace existing facilities;
- brings an existing facility up to an adopted level-of-service standard;
- increases the efficiency or optimizes the use of existing facilities, prevents or reduces future improvement costs, or more equitably provides improved municipal facilities and services;
- accommodates level-of-service standard demands on improved municipal facilities and services resulting from new development or redevelopment;
- furthers goals, objectives, policies, or strategies of this Comprehensive Plan;
- is needed to maintain adopted level-of-service standards for improved municipal facilities and services for a development permit issued prior to adoption of this Comprehensive Plan;
- increases the economic base or quality of life of the City's citizens and visitors;
- has financially feasible impacts on both capital and operating budgets; and
- is consistent with this Comprehensive Plan and the plans of other agencies having responsibility for improved municipal facilities and services within the City.

Policy 13.1.1.4:
Improved municipal facilities and services, at adopted level-of-service standards to serve developments for which development permits were issued prior to the adoption of this Comprehensive Plan will be available or provided consistent with guidelines for evaluation of capital improvements in Policy 13.1.1.3 and elsewhere in this Comprehensive Plan.

Policy 13.1.1.5:
Capital improvements projects included in this Comprehensive Plan's CIP and Schedule of Capital Improvements will have a cost threshold of $100,000.

Policy 13.1.1.6:
Correct existing and anticipated capacity deficiencies identified in other elements of this Comprehensive Plan according to the financially feasible Schedule of Capital Improvements.

Policy 13.1.1.7:
Periodically analyze the benefit to cost ratio of having outside sources provide various improved municipal facilities and services.

Policy 13.1.1.8:
The Pinellas County School District work plan is applicable in the City.

CITY OF MADEIRA BEACH: CAPITAL IMPROVEMENT PROGRAM (CIP)

Schedule of Capital Improvements Fiscal Years 2023 through 2027~~Schedule of Capital Improvements for Fiscal Years 2020-21 through 2024-25 (costs~~

~~FY 2021~~

~~Project~~	~~Cost~~
~~Recreation LED Field Lighting Project (in progress)~~	~~$247,500~~
~~Rosenbauer 78-foot Viper-MP3 (in progress)~~	~~$225,000~~
~~Total~~	~~$472,500~~

~~FY 2022~~

~~Project~~	~~Cost~~
~~Parsley Drive/Marguerite Drive (Area 3/Series 2019)~~	~~$5,520,000~~
~~Beach Access & Parking Lot Improvement Plan~~	~~$200,000~~
~~Fire Station SCBA Apparatus~~	~~$100,000~~
~~Gulf Boulevard Improvements~~	~~$1,053,006~~
~~Gulf Lane Improvements~~	~~$300,000~~
~~John's Pass Village Boulevard (Areas 5/Series 2019)~~	~~$5,040,000~~
~~John's Pass Regrade & Repave Parking Lot~~	~~$120,000~~
~~Recreation LED Field Lighting Project~~	~~$100,000~~
~~Recreation Expansion Cost~~	~~$200,000~~
~~Stormwater Rehabilitation and Replacement Program~~	~~$200,000~~
~~Watershed Management Plan~~	~~$120,000~~
~~Total~~	~~$12,953,006~~

~~FY 2023~~

~~Project~~	~~Cost~~
~~Beach Access & Parking Lot Improvement Plan~~	~~$260,000~~
~~Public Works - Half Repaving~~	~~$125,000~~
~~Gulf Boulevard Improvements~~	~~$1,053,006~~
~~Marina Chip/Repave Asphalt~~	~~$125,000~~
~~Recreation Concession Stand Improvements~~	~~$100,000~~
~~Stormwater Rehabilitation and Replacement Program~~	~~$200,000~~
~~155th Avenue/153rd Avenue & Municipal Drive (Area 6a)~~	~~$4,400,000~~
~~Peterbilt Claw Truck~~	~~$201,700~~
~~Peterbilt Packer Truck~~	~~$250,000~~
~~Total~~	~~$6,714,706~~

~~FY 2024~~

~~Project~~	~~Cost~~

~~Gulf Boulevard Improvements~~	~~$1,053,006~~
~~Stormwater Rehabilitation and Replacement Program~~	~~$200,000~~
~~140th Avenue/Bayshore Drive (Area 3a)~~	~~$15,200,000~~
~~Recreation School Bus~~	~~$100,000~~
~~Total~~	~~$16,553,006~~

~~FY 2025~~

~~Project~~	**~~Cost~~**
~~Gulf Boulevard Improvements~~	~~$1,053,006~~
~~New City Parking Garage~~	~~$6,000,000~~
~~Total~~	~~$7,053,006~~

Source: City of Madeira Beach, 2022.

Project Title	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Interior and Exterior Maintenance of Structures at Archibald Park	$350,000.00	-	-	-	-
Beach Groin Renourishment Project	$3,500,000.00	$750,000.00	-	-	-
Patriot Park fishing piers rebuild	$100,000.00	-	-	-	-
Mill and Resurface Parking Lot at Archibald Park	-	$250,000.00	-	-	-
Pocket Park Improvements	$150,000.00	-	-	-	-
Construct Code Enforcement Dayroom	$150,000.00	-	-	-	-
Construct Public Works Building	$200,000.00	$2,000,000.00	-	-	-
Replacement of SCBA	-	$185,000.00	-	-	-
John's Pass Boardwalk Repairs	$50,000.00	$50,000.00	$50,000.00	-	-
Johns Pass Park - Parking lot improvements	$450,000.00	-	-	-	-
Engineering and Construction of a City Parking Garage	$250,000.00	$3,000,000.00	$3,000,000.00	-	-
Construct Basketball Court Enclosure	-	$300,000.00	-	-	-
Construct Concession Stand	$250,000.00	-	-	-	-
Renovate Dog Park	$200,000.00	-	-	-	-
Install Recreation Center Solar Panels	$100,000.00	-	-	-	-

Shade Awnings and Dugout Replacement	-	$150,000.00	-	-	-
Resurfacing of Marina Parking Area	-	-	$400,000.00	-	-
Seawall Renovation Project at City Marina	-	$200,000.00	-	-	-
Construct Transient Docks at City Marina	$200,000.00	$1,000,000.00	-	-	-
Parking Equipment - City Wide	-	-	-	$225,000.00	$225,000.00
Replace a 2016 Peterbilt garbage truck	-	$290,000.00	-	-	-
Watershed Management Plan	$95,000.00	$48,000.00	-	-	-
Mill and resurface, curb repair and stormwater drainage improvements at Area 3 - East Parsley, West Parsley, Marguerite, A Street, B Street, and Lynn Way	$1,500,000.00	$1,500,000.00	-	-	-
Mill and resurface, curb repair, and stormwater drainage improvements at Area 5 – 131st Ave E & 129th Ave.	$1,000,000.00	$1,000,000.00	-	-	-
Mill and resurface, curb repair and stormwater drainage improvements at Area 6 - 155th Ave, 154th Ave, 153rd Ave, 1st St E, 2nd St E, Harbor Dr and Municipal Dr	$200,000.00	$2,000,000.00	$1,500,000.00	-	-
Emergency Stormwater Repairs throughout the City	$200,000.00	$200,000.00	$200,000.00	-	-
Gulf Lane and Beach Access Drainage and Roadway Improvement Project	$2,500,000.00	-	-	-	-
Generator replacement for 141st Stormwater Station	$125,000.00	-	-	-	-
Interior and Exterior Maintenance of Structures at Archibald Park	$350,000.00	-	-	-	-
Beach Groin Renourishment Project	$3,500,000.00	$750,000.00	-	-	-

Source: The City of Madeira Beach,2022.

Objective 13.1.2:

Manage municipal debt through the budget process to maintain the integrity of municipal fiscal resources.

Policy 13.1.2.1:
Limit long-term borrowing to capital improvements too large to be financed by the annual municipal budget.

Policy 13.1.2.2:
Structure bonds issued to fund capital projects to be repaid within a period not to exceed the expected useful life of the bonded capital project.

Policy 13.1.2.3:
If financially feasible, use special assessment, revenue, or other self-supporting bonds instead of general obligation bonds.

Policy 13.1.2.4:
Total debt service for general obligation debt will not exceed ten percent (10%) of net operating revenues.

Policy 13.1.2.5:
Secure grants or private funds whenever available to finance capital improvements.

Objective 13.1.3:
Maintain this Comprehensive Plan's adopted level-of-service standards for improved municipal facilities and services by

- eliminating any identified current deficiencies with municipal fiscal resources and,
- identifying the capital improvements necessary to serve new development and redevelopment at the adopted level-of-service standard through site plan review, and
- accessing proportionate-share development fees through the development permit process.

Policy 13.1.3.1:
Cooperate with other governmental jurisdictions, to require new development and redevelopment to pay the proportionate-share of the cost necessary to meet its demand on improved municipal facilities and services, maintain this Comprehensive Plan's adopted level-of-service standards, and ensure that the entire cost of providing improved municipal facilities and services is not borne by the general fund.

Policy 13.1.3.2:
Coordinate with Pinellas County and other government jurisdictions providing improved municipal facilities and services within the City to require capital improvement projects are funded in a fiscally equitable manner, apportioning the costs of serving new development and redevelopment at the adopted level-of-service standards among those who are responsible for growth.

Policy 13.1.3.3:
Develop and administer existing and future impact fees and proportionate-share development fees and regulations.

Policy 13.1.3.4:
Issue development permits only when improved municipal facilities and services adequate to maintain the level-of-service standards of this Comprehensive Plan are present or will be available concurrent with the impact of new development and redevelopment.

Policy 13.1.3.5:
The level-of-service standards for improved municipal facilities and services are provided in Policy 13.1.5.4 of this Comprehensive Plan.

Objective 13.1.4:
Public expenditures that subsidize development in the Coastal High Hazard Area (CHHA) are limited to those improvements determined to be an overriding public benefit by the Board of Commissioners.

Policy 13.1.4.1:
Expend funds in the CHHA only when necessary to maintain this Comprehensive Plan's level-of-service standards for improved municipal facilities and services.

Objective 13.1.5: Concurrency Management System
The ~~Land Development Code~~land development regulations will provide a concurrency management system that requires new development and redevelopment to fund or provide the improved municipal facilities and services necessary to maintain this Comprehensive Plan's level-of-service standards concurrently with the impacts of the new development or redevelopment through implementation monitoring of this Comprehensive Plan and enforcement of the Code of Ordinances.

Policy 13.1.5.1:
Deny proposed new development and redevelopment that would diminish the level-of-service standards of this Comprehensive Plan.

Policy 13.1.5.2:
Issue development permits only if the improved municipal facilities and services necessary to maintain the level-of-service standards of this Comprehensive Plan are available concurrent with the impacts of the new development or redevelopment.

Policy 13.1.5.3:

The ~~Land Development Code~~land development regulations will provide that new development and redevelopment will be permitted only when concurrent with improved municipal facilities and services meeting or exceeding the level-of-service standards of this Comprehensive Plan.

Policy 13.1.5.4:
The level-of-service standards for the following improved municipal facilities and services are:

Mobility:
0.120362 square ft (ft2) of improved municipal mobility facilities and services per each (1) square foot (ft2) of building area ("B.A.").

Public Safety:
Improved municipal public safety facilities and services necessary to support a ninety percent (90%) seven-minute (7-minute) response rate per each (1) square foot (ft2) of building area (B.A.).

Sanitary Sewer:
111 gallons per capita per day.

Solid Waste:
4.9 pounds per capita per day of non-recyclable waste.

Stormwater Drainage:
Each newly developed or redeveloped property must be designed and maintained to retain on-site the first one-inch (1") of impervious surface runoff from the ten-year (10-year) frequency, sixty-minute (60-minute) storm event. \

Potable Water:

Year	2020	2025	2030	2035
Gallons per capita per day (gpcd)	102	104	105	107

Source: Regional Water Supply Plan, Chapter 4, Appendix 4, Table 34-A

Culture and Recreation:
0.299650 square feet (ft2) of improved municipal culture and recreation facilities and services per each (1) square foot (ft2) of building area ("B.A.").

Policy 13.1.5.5:
The ~~Land Development Code~~land development regulations will regulate new development and redevelopment to:

• Establish a monitoring system to measure and maintain level-of-service standards; and
• Require proportionate-share development fees and regulations to maintain the level-of-service standards for, and improve resilience of, improved municipal facilities and services.

Policy 13.1.5.6:
Review the ~~Land Development Code~~land development regulations's monitoring system annually, and with the *Capital Improvements Element* the year prior to preparation of the required Evaluation and Appraisal Report (EAR).

Policy 13.1.5.7:
Development permits for new development or redevelopment requiring the use of improved municipal facilities and services (e.g., potable water, sanitary sewer, solid waste, culture and recreation, mobility, or public safety facilities and services) will only be issued if the improved municipal facilities and services will be in place prior to issuance of the certificate of occupancy or provision of the facilities and services necessary to maintain the level-of-service standards of this Comprehensive Plan is guaranteed to be in place prior to issuance of a certificate of occupancy in an enforceable development agreement pursuant to Section 163.3220, Florida Statutes, or an agreement or development permit issued pursuant to Chapter 380, Florida Statutes.

Policy 13.1.5.8
(Reserved)

Policy 13.1.5.9:
Manage the impacts of new development and redevelopment and increase mobility through application of this Comprehensive Plan's goals, objectives, policies, and strategies, and ~~Land Development Code~~land development regulations ~~provisions~~ in accordance with this Comprehensive Plan and the Pinellas County Mobility Plan.

Policy 13.1.5.10:
The Schedule of Capital Improvements may include projects listed in the first three (3) years of the FDOT five-year (5-year) work program.

Policy 13.1.5.11:
The Schedule of Capital Improvements will contain the estimated commencement and completion dates of Pinellas County road and improved municipal mobility facilities and services projects.

Policy 13.1.5.12:

Contact Pinellas County Utilities prior to issuing a building permit for proposed development of vacant parcels to determine that adequate potable water supplies exist to serve the development proposed.

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14.0 PUBLIC SCHOOL FACILITIES ELEMENT

GOAL 14.1: THROUGH PARTNERSHIPS AND EFFECTIVE COLLABORATION AMONG LOCAL GOVERNMENTS AND THE PINELLAS COUNTY SCHOOL DISTRICT, AND BECAUSE OF A SHARED COMMITMENT TO EDUCATIONAL EXCELLENCE, ALL STUDENTS OF THE PINELLAS COUNTY SCHOOL DISTRICT ~~SHALL~~ WILL BE PROVIDED THE OPPORTUNITY FOR HIGH STUDENT ACHIEVEMENT THROUGH THE AVAILABILITY OF HIGH QUALITY PUBLIC EDUCATIONAL FACILITIES.

Objective 14.1.1:
Madeira Beach, its partner local governments, and the School District ~~agree to~~will coordinate and base their plans upon consistent projections of population growth and student enrollment, and will ~~coordinate in sharing of~~ share information on proposed school facility changes, ~~certain~~ planned critical infrastructure improvements, ~~and~~ proposed future land use plan amendments, and~~/or~~ rezoning that increase or decrease residential densities.

Policy 14.1.1.1:
~~To ensure that land use and zoning decisions are adequately coordinated with public school facility planning, Madeira Beach shall c~~Continue to notify the School District of all Local Planning Agency hearings where land use plan amendments and/or rezonings will be considered that increase or decrease residential densities to ensure that land use and zoning decisions are adequately coordinated with public school facility planning.

Policy 14.1.1.2:
~~Madeira Beach shall i~~Inform the School District in advance of infrastructure projects that will restrict vehicular or pedestrian accessibility to public schools with sufficient time for School District review and comment, in compliance with Section 3(b) of the Public Schools Interlocal Agreement.

Objective 14.1.2:
~~Madeira Beach shall~~ Continue to support efforts that facilitate coordination of planning between ~~Madeira Beach~~the City and the School District for the location and development of public educational facilities.

Policy 14.1.2.1:
~~Madeira Beach shall~~Continue to participate with the School District in the process of evaluating potential school closures, significant renovations to existing schools, and school site selection before land acquisition in accordance with the existing Interlocal Agreement for Public Educational Facilities Siting, ~~that was entered into with the School Board or~~ as ~~it may be subsequently~~ amended.

Policy 14.1.2.2:

~~Madeira Beach shall d~~Determine the consistency of a proposed location of a new or expanded public educational facility of the School ~~Board~~ District with ~~the~~ this ~~comprehensive~~ Comprehensive ~~plan~~Plan, ~~and~~ consider~~inged with~~ the general locational criteria adopted by the School ~~Board~~District.

Policy 14.1.2.3:
~~Before a significant change of program at a public educational facility is implemented, the School District and Madeira Beach shall r~~Require a review of the facility's onsite and offsite impacts before a significant change of program at a public educational facility is implemented. ~~The School District and the Madeira Beach will w~~Work cooperatively with the School District to mitigate onsite and offsite impacts, including impacts to public facilities, identified through the review.

Objective 14.1.3:
Consistent with Section 163.3177(6)(a), F.S., and consistent with the Madeira Beach future land use policies, ~~Madeira Beach shall~~ explore those opportunities where colocation of public facilities and public schools provides a mutual benefit, serves a desirable community purpose, or represents an efficient use of finances and staff resources.

Policy 14.1.3.1:
As the opportunity arises, ~~Madeira Beach and the School Board, shall~~ evaluate with the School District the ability to enter into an agreement to collocate existing or planned school sites with other public facilities, including but not limited to: bike and pedestrian pathways, libraries, parks, community and recreational centers and facilities, museums, performing arts centers, auditoriums, stadiums, healthcare and social services and other uses as may be determined appropriate.

Objective 14.1.4:
~~Madeira Beach will s~~Support the School District's commitment to sustainable design and operations, as public schools are integral contributors to the quality of the surrounding community.

Policy 14.1.4.1:
~~Madeira Beach and the School District will s~~Share information on sustainable design and green building practices with the School District, and take advantage of opportunities to incorporate demonstration projects and technologies onsite, so that local schools can serve as community models of environmental efficiency.

Objective 14.1.5:
~~Madeira Beach shall c~~Collaborate with the School District and other local governments to promote safe access for students to public school facilities.

Policy 14.1.5.1:
~~Madeira Beach shall p~~Participate on the School Transportation Safety Committee (STSC) of the Pinellas County Metropolitan Planning Organization (MPO) to identify

locations within the County where student safety is a concern, and to develop recommendations in response to student safety issues raised by the School District, local governments, the School Transportation and Enhanced Pedestrian Safety (STEPS) Committee, or the community to enhance the safety of students accessing public school facilities.

Policy 14.1.5.2:
~~Madeira Beach shall c~~Consider implementation of recommendations from the STSC that affect its jurisdiction, in coordination with the School District and any agencies that have some involvement in the identified action, to support student access to public schools in a manner that both improves student safety and is compatible with the surrounding community.

Policy 14.1.5.3:
~~Madeira Beach shall c~~Cooperate with School District initiatives that implement STSC recommendations for modifications to a school campus.

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15.0 PROPERTY RIGHTS ELEMENT

GOAL 15.1: IN ACCORDANCE WITH THE LEGISLATIVE INTENT EXPRESSED IN SUBSECTIONS 163.3161(10) AND 187.101(3), FLORIDA STATUTES, THIS COMPREHENSIVE PLAN ~~SHALL~~ RESPECTS JUDICIALLY ACKNOWLEDGED AND CONSTITUTIONALLY PROTECTED PRIVATE PROPERTY RIGHTS.

Objective 15.1.1:
The following statements of private property rights ~~shall be~~are considered in local decision making.

Policy 15.1.1: The right of a property owner to physically possess and control ~~his or her~~their interests in the property, including easements, leases, or mineral rights.

Policy 15.1.2: The right of a property owner to use, maintain, develop, and improve ~~his or her~~their property for personal use or the use of any other person, subject to state law and local ordinances.

Policy 15.1.1.3: The right of a property owner to privacy and to exclude others from the property to protect ~~the owner's~~their possessions and property.

Policy 15.1.1.4: The right of a property owner to dispose of ~~his or her~~their proprty through sale or gift (the terms ~~"his" of "her~~ their" includes any entity that may be a property owner).

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CITY OF MADEIRA BEACH
Comprehensive Plan
Data and Analysis
(DRAFT)

~~~~~~~~~~~~~~~~~~~~~~~~~~~~

[DATE], 2023~~May 27, 2008~~

~~Prepared by~~
~~The Gail Easley Company~~
~~in conjunction with the~~
~~Pinellas Planning Council~~
~~~~~~~~~~~~~~~~~~~~~~~~~~~~

Data and Analysis for the Comprehensive Plan of the City of Madeira Beach
(DRAFT)

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4.0 DATA AND ANALYSIS

4.1 OVERVIEW AND RELATIONSHIP TO ~~EXISTING~~ DATA AND ANALYSIS

4.1.1 Sources of Data and Analysis

The City of Madeira Beach originally adopted its Comprehensive Plan in 1999. The City adopted its Evaluation and Appraisal Report (EAR) in 2006~~. This document updates,~~ and updated the data and analysis of the Comprehensive Plan based upon the recommendations of the EAR in 2008. Unless specifically provided and updated herein, the city will rely on the definitions provided in Chapter 163 of the Florida Statutes ~~9J-5, Florida Administrative Code,~~ and the data and analysis documents from the ~~1999 Comprehensive Plan~~2008 update.

4.1.2 New Dates and Clarifications

Throughout this amendment to the City of Madeira Beach Comprehensive Plan, revisions are made to the data and analysis as well as to applicable goals, objectives, and policies to provide updates and clarifications to the names of agencies, existing intergovernmental agreements, and to bring into current time any references to past dates. Numerous revisions are made for the sake of consistent language and accessibility without any substantive change to Goals, Objective, Policies, and Strategies.

4.2 FUTURE LAND USE

4.2.1 Introduction

Data and analysis for the Future Land Use Element includes an updated population projection for the new planning timeframes of ~~2013 and~~ 2025. Existing land uses ~~will be~~are ~~inventoried~~inventoried, and future land use needs ~~will be~~are projected to meet the planning timeframes. Data and analysis on coastal high hazard areas and hazard mitigation planning ~~will be~~are discussed in the Coastal Management and Conservation Element. The infrastructure needs and services ~~will be~~are presented for the facilities located in and serving the city. ~~The Future Land Use Element Data and Analysis dated July 20, 1999, continues in effect except as modified in the following subsections.~~

4.2.2 Population

According to the 202~~000~~ U.S. Census, the population of Madeira Beach was 3,895~~4,511~~. ~~The 2005 population was estimated to be 4,561 by the Pinellas County Planning Department. This is an increase of 1.1 percent since 2000.~~ The population is projected to increase only slightly~~, by 18 people, to 4,579 by 2013 and to 4,603 by 2025~~. These trends for a very slight population growth rate are consistent with the trends described in the comprehensive plan. The factors that support this trend include the built-out character of the community and the very low amount of vacant land remaining in the city. The sources of the slight population growth are predicted to result from limited infill development of the few vacant residential lots existing in the community, ~~as well as~~ the potential for a transition of some seasonal units to full-time, year-round residences, and moderate redevelopment.

Population projections~~, including~~ for ~~the years 2013 and~~ 2025 as the new planning

timeframes for the city, have been updated from the University of Florida Bureau of Economic and Business Research, 2021 and the 2020 U.S. Census~~Pinellas County~~ information and are presented in Table 1.

Table ~~*1~~1: City of Madeira Beach Total Population ~~Population Projections~~

19902005	200010	20103	202015	2021 (UF BEBR Estimate)5
4,225561	4,51172	4,263579	3,8954,583	3,8864,603

Source: UF Bureau of Economic and Business Research, 2021, U.S. Census, 2020~~Pinellas County Planning Department, Pinellas County Florida: Permanent Population Projections by~~

Table *2: Madeira Beach Future Population Estimates

2020 (US Census Population)	Population Change Between 2010 and 2020	Annual Population Decline Rate Between 2010 and 2020	2030 Population Estimate	2040 Population Estimate
3,895	-368	-0.86%	3571	3274

Source: Population estimates based on the annual population decline rate between 2010 and 2020. ~~Jurisdiction. February 2007, and The Gail Easley Company.~~

4.2.3 Existing and Future Land Use

An existing land use map~~, dated~~ 2007, provides current information regarding the land uses in ~~Madeira Beach~~the city. The existing land uses have been updated and are summarized below to replace the information in Section 4.2.3 of the ~~1999~~ 2008 data and analysis. In addition, land needs to support the forecast population are described.

The ~~City of Madeira Beach~~city is almost completely built-out horizontally and has only a very limited amount of vacant/undeveloped land remaining. Therefore, the land use descriptions in the comprehensive plan have remained largely unchanged, with minor changes in the distribution of acreage among individual land uses. Redevelopment and ~~the~~ a moderate increase in the number of mixed-use developments is anticipated for the future.

A. Existing Land Use

Existing land uses are shown in Table ~~2~~3.

Table ~~*2~~3: Existing Future Land Use~~, 2007~~

Land Use CategoryDescription	Acres	Percent~~1~~
Residential Urban ~~Single-family Residential~~	166.36178.2	34%39.9

Residential MediumDuplex/Triplex	91.6338.5	18.7%8.6
Residential/Office/RetailMultifamily	18.0465.9	3.7%14.7
Resort Facilities Medium Commercial	34.7467.1	7.1%15.0
Commercial General Public/Semi-public	34.1930.5	7%6.8
Planned Redevelopment-Mixed UseAgricultural	80.090.3	16.4%0.1
Recreation/Open Space	14.0729.6	2.9%6.6
PreservationVacant	23.049.6	4.7%2.1
Miscellaneous	0.3	0.1
Conservation/Preservation	22.4	5.0
Marinas	4.5	1.0
Subtotal	446.9	100.0
Institutional Interior Water	27.260.00	5.6%NA
Transportation/UtilityRight-of-Way	0.15123.0	0.03%NA
Total	489.58569.9	100%

Source: Pinellas County Planning Department and Pinellas Planning Council, 2007.
[1] Percentage of land area excluding interior water and right-of-waPinellas Planning Council y.

1. Residential Land Use. The land use character of the city remains predominantly residential,with single-family detached housing constituting occupying the largest amount of acreage and multi- family having the largest number of units. Of the 446.9 acres that comprise the city, 282.6 acres (63.2%) are devoted to residential land uses. Approximately one-third of the housing in Madeira Beach is single-family detached, with the other two-thirds comprised of duplex, or triplex, and multiple family dwellings.

2. Commercial Land Use. In total, commercial land uses consist occupyof 67.1 acres or 15.0 percent of the total land area. The type of commercial activity found in the city can be described as being of ais generally retail, restaurant, and services for tourists and visitors. There is also a small amount of land associated with marine marine-related activities and commercial fishing businesses.

Commercial uses are concentrated along Gulf Boulevard and on 150th Avenue with significant redeveloping nodes at Madeira Way, the northern anchor and Johns Pass Village, the southern anchor. These commercial areas serve not only the needs of the residents citizens of the City of Madeira Beachcity but alsoand residents of surrounding communities, as well as tourists, and visitors.

3. Agricultural (Fishing) Land Use. There is only a small amount, 0.3 acres, of agricultural

land use located within the city. This area is associated with the commercial fishing operations and water-dependent recreational uses.

4. Recreation/Open Space Land Use. Within the city, there is a total of 29.6 acres of recreation/open space land ~~which equals~~that occupies 6.6 percent of the land area. This acreage is comprised of several parks with beach access to the Gulf of Mexico along Gulf Boulevard, a large city park ~~fronting~~ on Boca Ciega Bay in the area of the municipal complex, a smaller city park along 150th~~th~~ Avenue, Teardrop Park on Crystal Island, and several street ends along Boca Ciega Bay.

5. Conservation/Preservation Land Use. Within the ~~City of Madeira Beach~~city, 22.4 acres comprising 5.0 percent of the land area ~~contains~~ is conservation/preservation land. This includes significant ~~strips of land along the~~ Gulf of Mexico frontage and an island in Boca Ciega Bay just north of John's Pass.

6. Marinas. A commercial marina is located on 150th Avenue, consisting of 4.5 acres or about 1.0 percent of the land area of the city.

7. Public/Semi-Public Land Use. Public/Semi-Public land uses comprise only 30.5 acres or 6.8 percent of the land area of the city. The primary parcel in this category serves as the location for the Madeira Beach Elementary and Middle Schools ~~and the Madeira Beach Elementary School~~.

8. Vacant/Undeveloped Land. As described above, the City of Madeira Beach is ~~a mostly~~primarily built-~~-~~out ~~community~~. Only 9.6 acres or 2.1 percent of the city land area is vacant. The vacant property that does remain is made up of a few residential lots and several vacant parcels located along commercial corridors. T~~here is no concentration of t~~hese vacant parcels ~~as they~~ are scattered within the city.

~~10~~9. Historic Resources. There are no historic resources identified by the City of Madeira Beach. ~~One building in the city, t~~The Archibald Park Snack Shack~~,~~ has been assigned the Master Site File Inventory Number 8PI11581 as of March 1, 2007. However, there are no criteria requiring a demonstration of historic significance in order to be added to the Master Site File. While this building has been listed in the inventory, the ~~city~~ City has established no preservation or maintenance policy for the protection of this building.

B. Future Land Use Needs

There have been few land use plan amendments since the previous EAR-based amendments ~~in 1999~~ and the land use pattern in Madeira Beach has remained stable. There has been no increase in allowed residential density citywide; the trend in local redevelopment activities has resulted in fewer dwelling units rather than more. This reduction in density may be due, in part, to the establishment and enforcement of the county coastal construction control line and enforcement of comprehensive plan densities.

The ~~City of Madeira Beach~~city is almost completely built-out. Redevelopment of previously developed land is, and will continue to be, the focus of the comprehensive plan and consistent with the land development regulations.

~~The projected population growth for the city through 2013 is only an additional 18 residents.~~ It is anticipated that this slight population growth will result from limited infill development of the few vacant residential lots existing in the community, ~~as well as the potential for a transition of some seasonal units to full-time, year-round residences~~and moderate redevelopment.

~~The city, through the EAR, has identified three Future Land Use Element (FLUE) policies that will be changed. These are described in further specific detail in Section 4.2.10 below. One of these policies is FLUE Objective 1.7, which directs that development activities will maintain the existing character of Madeira Beach. The words "existing character" may refer to small bungalows, cottages, mom and pop motels, strip commercial, and single-family suburban subdivision homes that were prevalent prior to 1999. The economic pressures evident between 2000 and 2005 do not support the continuance of those types of structures or uses. Many older residential units do not comply with Federal Emergency Management Act (FEMA) building and elevation requirements that are currently in effect for most remodeled, and all new, residential units. Other problems with existing development include the lack of pervious or landscaped open areas and commercial strip centers that are not easily accessible by pedestrians.~~

~~There is a need for Future Land Use Map (FLUM) categories that encourage mixed-use development on the same site so that tourist accommodations may have on-site amenities for their guests. A land use category, and associated standards, that favors transient accommodations rather than the development of permanent dwelling units is also needed.~~ Two particular areas within the city ~~may be~~are considered ~~as~~ focal areas, or anchors, and thus subject to more specific planning strategies. These are Madeira Way, the northern anchor and Johns Pass, the southern anchor.

~~Anticipated r~~Redevelopment of several properties in the Madeira Way ~~vicinity relates to the most recent~~are the result of action taken by the Board of Commissioners to proceed with a redevelopment land use designation for the area. As ~~envisioned within the~~ master ~~plan a~~ redevelopment plan ~~will be~~has been ~~initiated~~ developed for the area generally bounded by 150th Avenue, Gulf Boulevard, 153rd Avenue, and Boca Ciega Bay. This designation ~~will~~ allowed the community to stipulate particular development goals and approaches for this area that ~~may~~ include mixed-use development and design guidelines ~~that will~~to enhance the area as a town center and foster a sense of place. ~~Particular goals may include keeping a grocery store on the island and promoting tourist dwellings, hotels, or mixed-use projects rather than condominiums.~~ The redevelopment area plan is intended to develop a vision for this area, including the public properties at City Hall, Rex Place, and the Gulf Beaches Public Library. The area plan also serves as the technical basis for an amendment to designate the area with a Planned Redevelopment – Mixed Use land use category.

~~C. Support for Specific Policy Changes~~
~~Objective 1.5 in the Future Land Use Element describes the character of residential development~~
~~as "nautical, beach community, family-oriented, residential…" The objective is proposed for revision to remove the word "nautical". There are no design guidelines to review~~

~~whether a neighborhood is nautical. The other terms are more generalized planning concepts, which are easier to maintain and have been and will continue to be followed in the community.~~

~~Objective 1.14 establishes annexation policy for the city. The city is not proactive in pursuing annexation but will consider and accept voluntary annexations. The objective is reworded to more accurately reflect city intent.~~

4.2.4 Coastal High Hazard Area

~~An updated map, CM-1 of the new definition of t~~The coastal high hazard areas (CHHA) based on the SLOSH model is provided in the Conservation and Coastal Management Element. The City ~~of Madeira Beach~~ will continue to use the Pinellas Planning Council Countywide Plan Rule that defines the CHHA for regulatory purposes. ~~The boundary line established for such regulatory purposes is in the process of being renamed the Coastal Storm Area. This~~The Coastal Storm Area consists of the area within the CHHA, the area within the velocity zone or Zone V, areas that are surrounded by the CHHA, and islands that are connected to the mainland by bridges or causeways. The CHHA boundary (Coastal Storm Area) as adopted by the Pinellas Planning Council ~~and the Countywide Planning Authority~~ is legally binding on the ~~city~~City. This line is depicted on the FLUM (Map LU-4) and is the boundary line used ~~in~~ to determin~~e~~~~ing~~ whether increases in density or intensity are appropriate.

4.2.5 Electric Distribution Substations

There is currently one electric substation within the city and no vacant parcels large enough to accommodate a new substation. However, consistent with ~~State~~ state law, the ~~city will adopt~~comprehensive plan has a policy that ensures that new substations are permissible in all future land use plan categories except Preservation. State law provides that electric substations may be excluded from preservation, conservation, and historic preservation categories. ~~The city does implement a Preservation land use category. Therefore, new electric substations must be permissible in all land use categories in the city except Preservation. A new policy is proposed to recognize the requirements of state law.~~

4.2.6 Open Space, Landscaping, Redevelopment, and View Corridors

The City ~~of Madeira Beach has identified the issue of open space, in the form of view corridors, as an important element for consideration during redevelopment. Specifically, the city seeks to Include~~ adopted an objective to ~~address this desire to~~ preserve view corridors by keeping them clear of buildings, accessory structures, and structured parking. Other advantages of ~~providing~~ requiring view corridors during redevelopment include reduced impervious surfaces, increased pedestrian access, and improved on-site stormwater management.

Developers are able to provide view corridors in the form of increased landscaping and other site features through the flexibility offered in the planned development district. This strategy to protect view corridors is especially important along Gulf Boulevard to break up the continuous “wall” effect along the Gulf of Mexico~~. However,~~ and as redevelopment occurs throughout the city, the views of Boca Ciega Bay are also ~~becoming~~ increasingly valuable and worthy of protection.

4.2.7 Consistency with PPC Countywide Plan Rules

The County is currently revising their comprehensive plan and the City anticipates it will make subsequent modifications to the comprehensive plan to accord with changes resulting from the County's effort, once adopted, if consistent with the community's adopted vision. ~~In January 2007 the Pinellas Planning Council issued a report entitled *Review of Local Government Future Land Use Plans and Land Development Regulations for Consistency with the Countywide Rules*. Four (4) items were identified for Madeira Beach regarding consistency of its comprehensive plan with the Countywide Plan Rules. The consistency requirements are identified below together with an explanation of the amendment needed to ensure consistency.~~

- ~~The definition of density does not clearly exclude public rights-of-way and submerged land from density calculations. The calculation of existing density that is shown in the discussion of existing land use has been adjusted to ensure that rights-of-way and submerged lands are not included.~~
- ~~Š The comprehensive~~The plan~~comprehensive glossary~~plan ~~contains~~glossary ~~acontains definitiona definition for Floor Area Ratio (FAR)~~
- ~~calculations that appears~~appear ~~to impermissibly include rights-of-way and submerged lands. The~~
- ~~definition is adjusted below.~~
- ~~Š The comprehensive plan glossary contains a definition for Impervious Surface Ratio (ISR)~~
- ~~that appears to impermissibly include rights-of-way and submerged lands. The definition is adjusted below.~~
- ~~Š Locational characteristics for the land use categories in the Countywide Plan Rules are not~~
- ~~specifically included in the land use categories described for Madeira Beach. The policies~~
- ~~describing the land use categories are being modified to include the more detailed description of locational characteristics.~~

4.2.8 Hazard Mitigation

The Pinellas County Local Mitigation Strategy (LMS) provides ~~an analysis~~ analyses of vulnerability to various types of hazards. ~~Madeira Beach~~The city has a high vulnerability to coastal flooding and coastal erosion. The city has a high vulnerability to minor and major ~~hurricanes~~tropical storms. According to the ~~Local Mitigation Strategy~~LMS, the probability for hurricanes in Pinellas County as a whole is high, and higher surges than indicated by the Saffir/Simpson Hurricane Scale are expected ~~than indicated by the Saffir/Simpson Hurricane Scale~~.

The ~~local mitigation strategy~~LMS establishes goals for public education, protection of property and infrastructure, and comprehensive coordination of mitigation efforts. ~~Appendix A is an excerpt from the local mitigation strategy listing the goals and objectives of the strategy. Additional objectives and policies are contained in t~~The Conservation and Coastal Management Element and the Intergovernmental Coordination Element of the comprehensive plan contain objectives and policies for consistency with the goals and objectives of the ~~mitigation strategy~~LMS. ~~Some objectives and policies in the Future Land Use Element now address mitigation and will be relocated to the Conservation and Coastal Management Element~~.

~~The Tampa Bay Regional Hurricane Evacuation Study addresses the counties of the region but does not organize data by municipality.~~ For purposes of coordinating evacuation activity~~, however,~~ the ~~city~~ City will continue to coordinate with Pinellas County Emergency Management regarding voluntary and mandatory evacuations.

People with special needs may register with the Madeira Beach Fire Department or the Pinellas County Emergency Management Department. This registration places a person in the database. In an emergency, such as an evacuation, a bus is provided to transport individuals with special needs to a shelter. There are no group homes or mobile homes identified within the city. There are no nursing homes or hospitals within the city.

Objectives and policies pertaining to hurricane evacuation are updated to ensure consistency with the ~~2006 hurricane study~~2022 Comprehensive Emergency Management Plan and coordination with countywide emergency management requirements.

All objectives and policies pertaining to hazard mitigation and hurricane evacuation ~~are being~~have been consolidated into the Conservation and Coastal Management Element.

4.2.9 Revisions to ~~the Glossary~~Definitions

The glossary of the comprehensive plan is not adopted, but does provide essential definitions for understanding terms in the plan. The following revised definitions are provided to meet requirements for consistency with the Pinellas Planning Council Countywide Plan Rules and to provide additional definitions desired by the city.

Ancillary Non-residential Use – Off-street parking, drainage retention areas, and open space buffer areas for adjacent, contiguous, non-residential uses.

Coastal Storm Area – the area that includes the Coastal High Hazard Area, the Tom Stuart Causeway and land areas connected to the mainland of Pinellas County by the causeway, any area surrounded by the CHHA or by the CHHA and a body of water, and all areas located within the Velocity Zone, or Zone V, as designated by the Federal Emergency Management Agency.

Density – The measure of permitted residential development expressed as a maximum number of dwelling units per gross acre of land area, excluding public road rights-of-way and submerged lands.

Floor Area Ratio (FAR~~Intensity~~) – A measurement of the intensity of building development on a site. A floor area ratio is the relationship between the gross floor area on a site and the gross land area. The FAR is calculated by adding together the gross floor areas of all buildings on the site and dividing by the gross land area.

Impervious Surface Ratio (ISR) – A measure of the intensity of hard surfaced development on a site. An impervious surface ratio is the relationship between the total impervious surface area on a site and the gross land area. The ISR is calculated by dividing the square footage of the area of all impervious surfaces on the site by the square footage of the gross land area.

4.2.10 Regionally Significant Resources and Facilities

~~In the evaluation and appraisal report, one recommendation addressed the recognition of regionally significant resources and facilities in the Madeira Beach Comprehensive Plan.~~ The Tampa Bay Regional Planning Council Strategic Regional Policy Plan identifies the following regionally significant resources and facilities: coastal barrier islands, ~~which~~ that include the majority of Madeira Beach; Tom Stuart Causeway) as a hurricane evacuation route; Gulf beaches; Boca Ciega Bay; Gulf of Mexico; and Gulf Boulevard. The comprehensive plan already contains sufficient policy guidance to address protection of natural resources, access to beaches and surface waters, and hurricane evacuation. No additional objectives or policies are needed to address the presence of these regionally significant resources and facilities. Florida Statutes Section 380.093 requires the identification and inventory of critical assets. Pinellas County is in the process of conducting a statutorily-compliant countywide Vulnerability Assessment to satisfy the statute.

4.3~~TRANSPORTATION~~MOBILITY

4.3.1 Road Facilities Located in Madeira Beach

Madeira Beach has two State Roads that cross through the municipal boundaries. Gulf Boulevard (SR 699) is the main North-South Corridor in Madeira Beach. Within Madeira Beach, Gulf Boulevard (SR 699) is Signalized Arterial Road with 4 travel lanes and a divided median. Tom Stuart Causeway/150th Ave (SR 666) is the main East-West Corridor in Madeira Beach. From the boundary of Madeira Beach to the intersection of Duhme Road, Tom Stuart Causeway/150th Ave (SR 666) has 6 travel lanes and a divided median. From the intersection of Duhme Road to the intersection of Gulf Boulevard (SR 699), Tom Stuart Causeway/150th Ave (SR 666) has 4 travel lanes and a divided median. Both sections of Tom Stuart Causeway/150th Ave (SR 666) are signalized arterial roads.

In 2019 and 2021, Forward Pinellas released Annual Level of Service Reports related to state and county roads within Pinellas County. Gulf Boulevard (SR 699) has a Level of Service (LOS) of ~~a~~ D~~, which~~ that is acceptable for an arterial road in an urbanized area. Gulf Boulevard is not projected to have capacity issues. Tom Stuart Causeway (SR 666) has a Level of Service (LOS) of ~~a~~ C. A Level of Service (LOS) of ~~a~~ C is reasonable for an arterial road. Tom Stuart Causeway (SR 666) is not foreseen to have capacity issues.

Table 4: 2018 Annual Average Daily Traffic (AADT) And Level of Service (LOS)

Gulf Boulevard (SR 699)

Facility Section	Facility Type	Road Type	Length (Miles)	Annual Average Daily Traffic (AADT)	Peak Volume	Peak Hour Capacity	Facility Level of Service (LOS)
Treasure Island Causeway-to-Tom Stuart Causeway	Signalized Arterial	4D	2.95	23,950			D
Tom Stuart Causeway-to-Park Boulevard	Signalized Arterial	4D	3.85	17,658			D

Tom Stuart Causeway/150th Ave (SR 666)

Facility Section	Facility Type	Road Type	Length (Miles)	Annual Average Daily Traffic (AADT)	Facility Level of Service (LOS)
Seminole Boulevard-to-Duhme Road	Signalized Arterial	6D	0.53	30,000	C
Duhme Road-to-Gulf Boulevard	Signalized Arterial	4D	0.89	30,000	C

Table 5: 2020 Annual Average Daily Traffic (AADT) And Level of Service (LOS)

Gulf Boulevard (SR 699)

Facility Section	Facility Type	Road Type	Length (Miles)	Annual Average Daily Traffic (AADT)	Facility Level of Service (LOS)
Treasure Island	Signalized Arterial	4D	2.95	21,500	D

Causeway-to-Tom Stuart Causeway					
Tom Stuart Causeway-to-Park Boulevard	Signalized Arterial	4D	3.85	17,011	D

Tom Stuart Causeway/150th Ave (SR 666)

Facility Section	Facility Type	Road Type	Length (Miles)	Annual Average Daily Traffic (AADT)	Facility Level of Service (LOS)
Seminole Boulevard-to-Duhme Road	Signalized Arterial	6D	0.53	25,000	C
Duhme Road-to-Gulf Boulevard	Signalized Arterial	4D	0.89	25,000	C

4.3.2 Pedestrian and Bicycle Infrastructure

Table 6: Pedestrian and Bicycle Infrastructure

Gulf Boulevard (SR 699)

Facility Section	Bicycle Infrastructure	Pedestrian Infrastructure	Sidewalk Width (Feet)
Treasure Island Causeway-to-Tom Stuart Causeway	Designated Bike Lanes On Both Sides of Corridor	Sidewalks on Both Sides of Corridor	4
Tom Stuart Causeway-to-Park Boulevard		Sidewalks on Both Sides of Corridor	4

Tom Stuart Causeway/150th Ave (SR 666)

Facility Section	Bicycle Infrastructure	Pedestrian Infrastructure	Sidewalk Width (Feet)
Seminole Boulevard-to-Duhme Road	None	Sidewalks on Both Sides of Corridor	4
Duhme Road-to-Gulf Boulevard	None	Sidewalks on Both Sides of Corridor	4

4.3.3 Public Transit

Pinellas Suncoast Transit Authority (PSTA) serves Madeira Beach with the Suncoast Beach Trolley and Route 68. The Suncoast Beach Trolley connects Madeira Beach with the rest of the barrier island communities in Pinellas County and to the Park Street Terminal in downtown Clearwater. The Suncoast Beach Trolley connects the Madeira Beach Town Center Activity Center with other Activity Centers like the Treasure Island Downtown ~~Special Area Plan~~, Clearwater Beach by Design, St. Pete Beach Community Redevelopment Area~~Plan~~, and Clearwater Downtown Redevelopment ~~Plan~~Area. Park Street Terminal in downtown Clearwater functions as a transit hub that connects the Suncoast Beach Trolley with various Core, Frequent Local, Supporting Local, and Trolley PSTA routes. In St. Pete Beach, the Suncoast Beach Trolley will connect with the SunRunner Bus Rapid Transit~~, which~~ that will provide high frequency bus rapid transit service between St. Pete Beach and downtown St. Petersburg. The Suncoast Beach Trolley is PSTA's sixth busiest route with 585,183 total trips in 2019 (PSTA, 2020). The Suncoast Beach Trolley currently operates with 30-minute headways seven (7) days a week, making it one of PSTA's more frequent routes (PSTA, 2020).

Route 68 is a Supporting Local route that serves as a connection between the transit hub at Tyrone Square Mall to Madeira Beach Town Center~~,~~ and John's Pass Village. The transit hub at Tyrone Square Mall is served by twelve bus routes~~, which~~ that connect ~~it~~ the transit hub to the rest of Pinellas County. Route 68 serves the Tyrone Activity Center~~,~~ and Madeira Beach Town Center. Route 68 is ~~their~~ PSTA's 32nd busiest route with 64,580 total trips in 2019. Route 68 operates with 60-minute headways (PSTA, 2020).

Within the proposed John's Pass Village Activity Center, there are ~~five~~ five (5) existing bus stops. One (1) stop is exclusively served by Route 68, one (1) stop is exclusively served by the Suncoast Beach Trolley, and three (3) stops are served by both routes. These three (3) collaborative bus stops have nearby crosswalks to allow ~~for~~ riders to safely cross the ~~street~~ Gulf Boulevard to access the stops. While all three (3) bus stops have benches, only two have a bus shelter.

PSTA's FY 2021-2030 Transit Development Plan (TDP) proposes to expand the frequency of service for both routes that serve Madeira Beach (the Suncoast Beach Trolley and Route 68). ~~The~~ Under the TDP, the Suncoast Beach Trolley would have 15-minute headways (PSTA, 2020). Increasing the frequency of service to 15 minutes would ~~help make~~increase the attractiveness of using public transit in Madeira Beach ~~more attractive~~, since ~~riders~~ the public would have minimal wait times for the next Trolley. Tourists staying in nearby beach communities along Gulf Boulevard would be more ~~encouraged~~ enabled to ride the Suncoast Beach Trolley to Madeira Beach, which would in turn reduce the vehicular mobility pressure on existing roads and parking facilities.

PSTA would like to increase service for Route 68 with 30-minute headways for weekdays and 60-minute headways for weekends (PSTA, 2020). Doubling the frequency of service for Route 68 could potentially raise weekday ridership by 85.8% in PSTA's Optimal Plan Scenario (PSTA, 2020). Increasing the service frequency for Route 68 would provide the public—and particularly the transit-dependent ~~riders~~ public— ~~and choice riders~~ from Pinellas County's inland communities better access to Madeira Beach for recreation and employment ~~from Pinellas~~

~~County's inland communities~~.

4.3.4 Waterways

The Forward Pinellas Waterborne Transportation Committee ~~is having~~has requested PSTA to study expanding ferry service in the Tampa Bay Metro Area. Forward Pinellas is developing a revised waterborne transportation section in their Advantage Pinellas: Long Range Transportation Plan. In their System Plan Vision, there are two routes proposed to connect to John's Pass Village. The North Intracoastal Route that would travel from North Beach Clearwater Marina with stops at Sand Key, Belleair Bluffs, Indian Rocks Beach, and John's Pass Village. The South Intracoastal Route would travel from John's Pass Village and connect to Jungle Prada, Treasure Island, and St. Pete Beach. John's Pass Village is the fifth highest scoring waterborne stop in the Proposed Countywide Waterborne Policy Framework. Any proposed route in the System Vision Plan would require a local funding match for capital and operating expenses.

4.4 HOUSING

4.4.1 Inventory and Analysis

A. Housing Units by Type

Between 1990 and ~~2000~~2020, the housing within the city has changed ~~very little~~ in terms of numbers of units as well as in the distribution of single-family versus multifamily units. Over the three (3) decade period, the total number of units has increased by ~~183~~ 386 units to a total of ~~3,971~~4,174 in ~~2000~~2020. During this same time period, the distribution of single-family units ~~decreased~~ increased from 37 percent to ~~33~~38 percent while the multi-family units showed a corresponding ~~increase~~ decrease from 63 percent to ~~67~~ 60 percent.

Table ~~*3~~7: Madeira Beach Housing Units by Type, 1990-2020~~2000~~*

Unit Types	Madeira Beach ~~Pinellas County~~**			
	Total Housing Units 1990~~Number of Units~~	Total Housing Units 2000~~Percent of Total~~	Total Housing Units 2010~~Number of Units~~	Total Housing Units 2020~~Percent of Total~~
Single-family	1,384 ~~1,410~~	1,410~~35.5~~	1,565~~261,008~~	1,604~~54.2~~
Multifamily	2,366 ~~2,542~~	2,542~~64.0~~	2,635~~169,202~~	2,519~~35.1~~
Mobile Home/Other***	38 ~~19~~	19 ~~0.5~~	41 ~~51,363~~	51 ~~10.7~~
Total	3,788~~3,971~~	3,971~~100.0~~	4,241~~481,573~~	4,174~~100.0~~

Source: U.S. Census Bureau, 2000, U.S. Census Bureau, 2010, U.S. Census Bureau, 2020~~.~~

* Total housing units.
** Estimates for housing units by type, tenure, and value are calculated separately, and may not equal estimates for total housing units.
*** In Madeira Beach, mobile home units are actually marine liveaboards or houseboats. There are no mobile home units identified in Madeira Beach.

Table 8: Madeira Beach Housing Units Percentages by Type, 1990-2020

Unit Types	Madeira Beach 1990	Madeira Beach 2000	Madeira Beach 2010	Madeira Beach 2020
Single-family	36.50%	35.50%	37%	38%
Multifamily	62.50%	64%	62%	60%
Mobile Home	1%	0.50%	1%	1%
Total	100%	100%	100%	100%

B. Seasonal Housing

The U.S. Census Bureau reported ~~1,096~~1,071 units in the city as seasonal, recreational, or for occasional use. By the census definition, these seasonal units include time-sharing condominiums. These units are included in the census as vacant units and may be single-family residences or multifamily residences. Seasonal units represent ~~27.6~~25.6 percent of the housing units in the city. This is significantly higher than the countywide, seasonal, recreational, and tourist units ~~which~~ that account for approximately seven percent (7%) of all housing units.

There are ~~251~~ 408 hotel or motel units in Madeira Beach. These units are distributed ~~among eight complexes~~ primarily along Gulf Boulevard and were ~~identified in an inventory completed by the city in April 2007~~updated in 2022.

~~Table 4: Seasonal and Tourist Housing Units~~

Table ~~*:~~ 9: Household Vacancy Status in Madeira Beach

Label	2000	2020	Change Between 2000 and 2020	Percent Change Between 2000 and 2020
Total:	1,448	2,173	725	50.07%
For rent	246	578	332	135%
Rented, not occupied	*	0	NA	NA
For sale only	24	52	28	117%

Rented or sold, not occupied	34	44	10	29%
For seasonal, recreational, or occasional use	1,071	1,246	175	16%
For migrant workers	0	0	0	0%
Other vacant	73	253	180	247%

Table ~~*:~~ 10: Condominiums and Tourist Accommodations in Madeira Beach 2022

Type of Accommodation	2007		2022	
	Number of Units	Percent of Total	Number of Units	Percent of Total
Condominium	*	*	1678	69%
Timeshare	*	*	96	4%
Hotel, Motels	251	*	408	17%
Condo Conversion - motel, hotel, Condo Hotel and Motel	*	*	239	10%
Total:	*	*	2421	100%

C. Housing Units by Year Constructed

According to an inventory recently revised~~completed~~ by the ~~city~~ City~~in April 2007~~, there have been ~~69~~ 342 units constructed in the city since ~~2005~~2000. Of these, most were constructed before 2010. Since 2010, only 65 units were constructed, 31 of which were constructed since 2014. Most of the ~~remaining~~ units constructed since 1990 are replacement units on existing lots subdivided in the 1950s. The majority of homes in the city, ~~almost two-thirds~~approximately half of the total, were constructed between 1940 and 1980.

Table ~~*5~~11: Total Housing Units by Year Constructed

	Madeira Beach city, Florida	
YEAR STRUCTURE BUILT	Estimate	Percent
Built 2014 or later	31	0.7%
Built 2010 to 2013	34	0.8%
Built 2000 to 2009	277	6.6%
Built 1990 to 1999	262	6.3%
Built 1980 to 1989	866	20.7%

Built 1970 to 1979	838	20.1%
Built 1960 to 1969	442	10.6%
Built 1950 to 1959	926	22.2%
Built 1940 to 1949	344	8.2%
Built 1939 or earlier	154	3.7%
Total housing units	4,174	4,174

U.S. Census Bureau, 2020

Table *12: Housing Built Pre-1980 andVersus Housing Built Post-1980 In Madeira Beach

	2010		2020	
Time of Construction	Number of Housing Units	Percentage of Total Housing	Number of Housing Units	Percentage of Total Housing
Housing Built Pre-1980	2971	70%	2704	65%
Housing Built Post-1980	1270	30%	1470	35%
Total Housing	4241	100%	4174	100%

~~Year Constructed~~	~~City~~		~~Pinellas County~~	
	~~Number of Units~~	~~Percent of Total~~	~~Number of Units~~	~~Percent of Total~~
~~1995 to 2005[1]~~	~~154~~	~~3.8~~	~~43,677~~	~~8.7~~
~~1990 to 1994[2]~~	~~38~~	~~1.0~~	~~25,453~~	~~5.1~~
~~1980 to 1989~~	~~699~~	~~17.6~~	~~102,367~~	~~20.3~~
~~1960 to 1979~~	~~1,426~~	~~36.0~~	~~217,867~~	~~43.2~~
~~1940 to 1959~~	~~1,495~~	~~37.6~~	~~94,867~~	~~18.8~~
~~1939 or earlier~~	~~159~~	~~4.0~~	~~19,753~~	~~3.9~~
~~Total Housing Units~~	~~3,971~~	~~100.0~~	~~503,980~~	~~100.0~~

~~Source: [1] Pinellas County Building, 2007; the estimate is April 1, 2000 through March 31, 2005, and City of Madeira Beach, 2007.~~

~~[2] U.S. Census Bureau, 2000; the census count is through March 31, 2000~~.

~~D. Housing Conditions~~

~~A windshield survey of the city in April 2007 shows that the housing stock is generally of standard construction and in good repair. This visual survey is supplemented by data from the U.S. Census~~

~~Bureau.~~

1. ~~Substandard. Housing units are considered to be substandard if they are overcrowded, do not have heat, or lack complete kitchens or plumbing. In 2000, 32 units had an average of over 1.01 persons per room. Only eight units lacked complete plumbing and nine units lacked complete kitchen facilities. While these thresholds represent substandard conditions for a limited number of units, this small percentage of units does not indicate a housing problem in the city.~~

2. ~~Aesthetics. The maintenance of structurally sound housing as well as aesthetic improvements for housing is provided primarily through private maintenance practices.~~

~~E. Housing Construction Activity~~

~~Total housing units were estimated as 3,971 in 2005. According to an inventory completed by the city in April 2007, there have been 69 new units constructed in the city since 2005. These units, all representing multifamily or attached housing, are distributed among the following developments: Snug Harbor, 45 units; Lone Palm Town Homes, 18 units; and Princess, 6 units.~~

~~The projected population growth for the city through 2013 is only an additional 18 residents. It is anticipated that this slight population growth will result from limited infill development of the few vacant residential lots existing in the community, as well as the potential for a transition of some seasonal units to full-time, year-round residences.~~

F. Households by Tenure

In Madeira Beach, an almost identical percentage of units are owner-occupied (36.6 percent) as are vacant (36.4 percent). Of these 1,448 vacant units, 1,094 are identified as seasonal, recreational, or occasional use. Another 27 percent of the housing stock is occupied full-time as rental units. The percentage distribution of tenure of occupancy in Madeira Beach differs from the countywide statistics as a reflection of the seasonal, recreational, and occasional units located in the city, known as a popular beach community.

Table ~~*6~~13: Households by ~~Tenure, 2000~~Tenure in Madeira Beach

Tenure	2000~~Madeira Beach~~		2020~~Pinellas County~~	
	Number of Units	Percent of Total	Number of Units	Percent of Total
Owner-Occupied	1,454	36.6%	1,248~~293,866~~	30%~~61.0~~
Renter-Occupied	1,074	27.0%	753~~121,102~~	18%~~25.2~~
Vacant	1,448	36.4%	2,173~~66,605~~	52%~~13.8~~
Total	3,976	100.0%	4,174~~481,573~~	100.0%~~100.0~~

Source: U.S. Census Bureau, 2000, U.S. Census Bureau, 2020

~~* Estimates for housing units by type, tenure, and value are calculated separately, and may not exactly equal estimates for total housing units. However, the estimates are very close: 3,976 compared to 3,971,~~

~~a difference of only 5 units.~~

G. Cost and Value of Housing

1. Median Housing Costs. According to the 2000 Census, the city's median gross monthly rent ~~is~~ was $555. ~~This median is about 10 percent lower than the $616 median rent countywide~~The 2020 census indicates that this figure had risen to $1509, almost triple in 20 years. The median value of owner-occupied housing in Madeira Beach was $171,000 in 2000 compared to $~~96,500 for Pinellas County~~$471,000 in 2020. ~~The median value of owner-occupied units within the city is~~are ~~43.6 percent greater than the county's median. The reported median housing value in 1990 was $111,400, a 53.5 percent increase between the 1990 and 2000 census reports.~~

Table ~~7~~14: Cost and Value of Madeira Beach Housing

Ownership	~~**Madeira Beach**~~ **Year 2000**	~~**Pinellas County**~~ **Year 202~~000~~**
Median Gross Rent	$555	$1,509~~615~~
Median Value of Owner-Occupied Units	$171,000	$471,000~~96,500~~

Source: U.S. Census Bureau, 2000. , U.S. Census Bureau 2020.

2. Housing Cost by Household Income. Table ~~8~~ 15 displays the relationship of housing costs for households in Madeira Beach from 2000 compared to housing costs ~~for countywide households~~for 2020. Approximately 41 percent of rental households in Madeira Beach in 2000 each paid 30 percent or more of their income for rent. ~~Similarly, almost 40 percent of households in the county paid rents that were 30 percent or more of their household income. Only 18.8 percent of households in Madeira Beach paid no rent or mortgage payment which is consistent with approximately 15 percent for Pinellas County households in the aggregate~~That number rose in 2020 to 70 percent, indicating a reduction in renter occupied units from 1,074 in 2000 to 753 in 2020.. Households paying more than 30 percent of their adjusted gross annual income are considered cost burdened according to the definition in Section 420.004(3), Florida Statutes.

Table ~~*8~~15: Madeira Beach Households by Housing Costs~~, 2000~~

	2000~~Madeira Beach~~		2020~~Pinellas County~~	
	Number	Percent	Number	Percent
Renter-occupied Units	**1,074**	**100.0%**	**753~~121,0~~**	**100.0%~~1~~**
Households paying 30% or more of their income for rent	448	41.7[1]	525~~48,339~~	70%~~39.9~~[1]
Households paying under 30% of their income for rent				
No cash rent	45	4.2	4~~4,602~~	~~3.8~~
Owner-occupied Units	**1,454**	**100.0%**	**1248~~293,~~**	**100.0%~~1~~**

Households with mortgages paying 30% or more of their income for housing	270	18.6[1]	26050,169	47%17.1[1]
Households with mortgages paying less than 30% of their income for housing costs				
Not mortgaged	429	29.5	67157,79	54%19.7
Total Households by Tenure	2,528	28.4[2]	2001414,	39%59.6[2]

Source: U.S. Census Bureau, 2000.

[1] The percentage is based on total rental or total owner households.

[2] This percentage is the percent of all households paying 30 percent or more of their income for either rent or mortgage.

Note: The number of units by tenure includes only occupied units and does not include vacant units in the total. Estimates for housing units by type, tenure, and value are calculated separately, and may not exactly equal estimates for total housing units. However, the estimates are very close: 3,976 compared to 3,971, a difference of only 5 units.

H. Subsidized Rental Housing Units

There are no subsidized rental housing units in Madeira Beach.

I. Residential Group Homes

There are no residential group homes reported within the city.

J. Mobile Home Parks, Subdivisions, or Condominiums

According to the 2000 Census, there are were a total of nineteen 19 units designated as "mobile home" in the City of Madeira Beachcity. These units are actually marine liveaboards or houseboats. There are no mobile home units in the City of Madeira Beach. The number of marine liveaboards has increased from 19 in 2000 to 51 in 2020.

K. Historically Significant Housing

There is no historically significant housing within the city.

4.4.2 Analysis of Housing Data

A. Projection of Households by Size and Income Range

Households had an average of 1.78 persons as reported by the 2000 census. No distribution by number of persons per household was available. The median household income in 2000 was $36,671.

Table 9: Estimated and Projected Number of Households by Income Range*

	1999		2013		2025	
Income Ranges	Number of Households	Percent of Total	Number of Households	Percent of Total	Number of Households	Percent of Total
Less than $24,999	955	37.7	1,095	37.7	1,103	37.7
$25,000 - $49,999	661	26.1	758	26.1	764	26.1
$50,000 - $74,999	409	16.2	471	16.2	474	16.2
$75,000 & above	506	20.0	581	20.0	585	20.0

Total Households	2,531	100.0	2,905	100.0	2,926	100.0

Source: U.S. Census 2000;
* Calculations are for permanent, non-seasonal households only.

B. Projected Housing Units by Type

The City of Madeira Beach is almost completelyapproaching horizontal buildt-out. Redevelopment of previously developed land is, and will continue to be, the focus of the comprehensive plan.

There has have been no increases in residential density citywide; the trend in local redevelopment activities has resulted in fewer permanent dwelling units rather than more. This reduction in density may be due, in part, to the establishment and enforcement of the county coastal construction control line and enforcement of comprehensive plan densities.

The projected population growth for the city through 2013 is only an additional 18 residents. It is anticipated that this slight population growth will result from limited infill development of the few vacant residential lots existing in the community, as well as the potential for a transition of some seasonal units to full-time, year-round residences.

Based on the virtually built-out character of the city, it is estimated that there will be only a slight increase in the number of residential units by 2013. It is expected that 12 of these units will be single-family, nine will be triplexes, and 40 will be multifamily units. The existing ratio of housing unit types is expected to remain virtually unchanged over the planning period.

C. Projected Housing Units by Tenure

This increase of 61 dwelling units by 2013 appears to create a slight discrepancy with the projected population increase of 18 persons over the same time period. However, this is explained by the expectation that the average household size will be smaller and that some existing transient units will become permanent housing in the future, and the vast majority of new units are anticipated to be occasional, recreational, and seasonal units rather than occupied households.

Table 10: Estimated and Projected Housing Units by Type*

Housing Type	2007 # Of Units	2010 # Of Units	2013 # Of Units	2020 # Of Units	2025 # Of Units
Single family	1,410	1,420	1,422	1,423	1,425
Duplexes and Triplexes	154	163	163	166	169
Multifamily	2,388	2,420	2,428	2,436	2,448
Total Units	3,952	4,003	4,013	4,025	4,042

*Calculations are for permanent, non-seasonal households only. City of Madeira Beach, 2007.

D. Affordable and Workforce Housing

The city City recognizes the importance of providing locations for affordable housing and workforce housing. However, there are several factors including availability of vacant land for residential development and the inability to increase development densities. This means that inhibit the City from adding residential density to meet affordable housing needs is not a

~~realistic solution~~. ~~T~~in the alternative, the ~~city~~ City participates in countywide and regional housing programs designed to provide funding for affordable housing and workforce housing. The Housing Finance Authority of Pinellas County is a regional agency that helps families and individuals in Pinellas, Pasco, and Polk Counties purchase their first home. The Housing Finance Authority also has a variety of programs to assist public safety workers, teachers, and health care workers with housing down payment and mortgage assistance.

~~E. Projection of Seasonal Housing~~
~~Dwelling units held for seasonal, recreational, or occasional uses are projected to increase in the City of Madeira Beach over the two planning periods of 2013 and 2025. Preliminary plans have been proposed for over 250 new hotel or seasonal condominium units.~~

4.5 INFRASTRUCTURE

4.5.1 Stormwater Management

The City of Madeira Beach is responsible for a separate municipal storm sewer system and implementation and enforcement of NPDES regulations. The city is a co-applicant with Pinellas County in the National Pollutant Discharge Elimination System (NPDES) and assesses a citywide stormwater service fee for facility improvements. Southwest Florida Water Management District (SWFWMD) grants have been used to improve stormwater drainage and to install Continuous Deflective Separation (CDS) units in John's Pass Village and on 140th Avenue to implement the citywide stormwater ~~drainage~~ management plan. The installation of the CDS units at Public Works, John's Pass Village, and 140th Avenue ~~helps~~ helped eliminate floatable waste in the Bay and Gulf waters during storm events.
~~One project is scheduled for completion in 2007. The city has received a 50/50 matching grant from Southwest Florida Water Management District for the 141st Avenue Stormwater Treatment Station with completion anticipated by December 31, 2007. The improvements for the 141st Avenue Station include retrofitting the station with new pumps, a CDS-type unit to treat the stormwater, installation of a 20,000-gallon underground storage tank and an emergency bypass, refurbishing the existing pump station building, and removal of old sand filtration beds and underdrains.~~

All new development and redevelopment, depending on the magnitude of the impervious surface, must provide stormwater drainage retention and treatment for a 10-year frequency, 60-minute storm event. This level-of-service requires treatment of the first one-inch of runoff. The city is continuing to implement drainage improvements with funding from the stormwater service fees as well as grant revenue. The Capital Improvements Element ~~shows that no additional projects are anticipated through fiscal year 2009-2010~~identifies the projects anticipated through 2027.

4.5.2 Potable Water

A. Introduction

The Potable Water Sub-Element is supplemented with the Water Supply Facilities Work Plan. The City of Madeira Beach receives all potable water supplies, treatment, and distribution from Pinellas County Utilities. Through an interlocal agreement and master water supply contract,

Tampa Bay Water, the regional water supply authority, provides all the potable water needed by its six member governments, including Pinellas County Utilities as an operational entity within Pinellas County. ~~Through the agreement and contract, "Tampa Bay Water is obligated to meet the current and future water needs of its member governments. In order to meet these needs, Tampa Bay Water owns and operates water supply facilities including wellfields, surface water withdrawals, a seawater desalination facility, treatment facilities, storage facilities such as the off-stream reservoir, pumping stations, and transmission mains." (Regional Water Supply Plan, page 8)~~

No proportional capacities are calculated for individual retail water customers by either Tampa Bay Water, the Southwest Florida Water Management District (SWFWMD), or Pinellas County Utilities. As a result, projection of demand is not made separately for Madeira Beach. Madeira Beach's potable water demand is included in the aggregate demand data and projections for Pinellas County Utilities, the potable water service provider. The water demand data provided in the SWFWMD Regional Water Supply Plan is the best available data. The population projections used by the SWFWMD are essentially the same as the county projections that include seasonal and tourist data.

B. Potable Water Facility Capacity, Projected Demand, Surplus, or Deficits
Madeira Beach ~~also~~ relies on the data and analysis contained in the Pinellas County Comprehensive Plan Potable Water, Wastewater and Reuse Element, ~~proposed EAR-based amendment dated September 21, 2007,~~ for the appropriate data and analysis for the water supply work plan.

C. Conservation and Reuse

1. Inventory of Reuse Water Service Providers: Residents of Madeira Beach receive reclaimed water from Pinellas County Utilities.

2. Conservation and Reuse Practices and Regulations: Water conservation is regulated by Pinellas County. This includes enforcement of water use restrictions during declared water shortage emergencies, water saving plumbing devices, and use of reclaimed water for irrigation.

D. Alternative Water Supply Projects
The Regional Water Supply Plan contains hundreds of water supply options. Because the wholesale potable water supply is provided by Tampa Bay Water, the required water supply projects are selected and implemented by that agency. The selected projects, approved by the Tampa Bay Water Board are then incorporated into the Master Water Plan. ~~The Tampa Bay Water Board selected the Downstream Enhancements Phases A/B for System Configuration II of the Master Water Plan for implementation. These enhancements meet the region's water needs through 2017. (Special District Public Facilities Report, 4) No individual water supply project is selected by Madeira Beach.~~

E. Financing
The capital costs for water supply development projects are the responsibility of Tampa Bay Water. Such costs are recaptured through the sale of water to Pinellas County Utilities, and through them, by Madeira Beach. ~~Funding mechanisms are identified in the Special District~~

~~Public Facilities Report (5). The Pinellas County Water Supply Work Plan includes costs for distribution, transmission, treatment, and associated facilities (see the work plan in the appendix).~~

F. General Performance of Existing Facilities and Adequacy of Adopted Level-of-Service

1. General Performance: The Special District Public Facilities Report includes a summary of the existing Tampa Bay Water facilities ~~on Table I, Existing Water Supply Facilities (7), and Table II, Existing Pipelines (10)~~. Pinellas County facilities are described in the Water Supply Element of the Pinellas County Comprehensive Plan.

2. Level-of-Service Standards: The City of Madeira Beach will coordinate its level-of-service for potable water with the level-of-service standard adopted by Pinellas County for its retail customers. These standards are:

Table ~~11~~16: Pinellas County Projected Level-of-Service Standards

Year	2005	2015	2025
Gallons per capita per day (gpcd)	137	120	115

Source: Pinellas County Proposed Amendment to the Comprehensive Plan, 2007.

4.5.3 Solid Waste

~~As reported in the 1999 Comprehensive Plan, t~~The ~~c~~City continues to provide solid waste collection services for residential and commercial establishments solely within the municipal boundaries. Recycling containers are located at City Hall for voluntary recycling of select materials. In May 2006, SCS Engineers completed a draft report for the City of Madeira Beach, Solid Waste Collection: Cost of Service Study and Business Plan. This study contains detailed information about the number and type of customers, and the type of service provided by the ~~city~~City. ~~Because the city is essentially built out, no major increase in waste generation is anticipated during the projected planning periods.~~ The ~~city's~~ City's solid waste system is managed using a separate enterprise fund and rates are adjusted as warranted by documented expenses.

The ~~city~~ City relies on the data and analysis contained in the Pinellas County Comprehensive Plan Solid Waste Element, as amended~~adopted on October 19, 1999, through Ordinance 99-91~~. Pinellas County is responsible for the ultimate disposal of the solid waste that is delivered to its system.

~~For fiscal year 2004-2005, the city collected 6,897.55 tons (18.90 tons per day) of non-recyclable waste that was sent to the Pinellas County Resource Recovery Plant. The 1999 plan stated that the total tonnage in 1995 was 20.6 tons per day, or 7,519 tons per year, in non-recyclable waste. Since 1995, there has been a reduction of 8.3 percent in the total waste collected.~~

4.6 CONSERVATION AND COASTAL MANAGEMENT

~~There are no major issues in the EAR pertaining to conservation and coastal management. However, one update to the data and analysis is required to address the new statutory definition of the coastal high hazard area.~~As a coastal community, Madeira Beach's major concern for the EAR is compliance with statutory requirements for "Peril of Flood" provisions of section 163.3178(f)(2) Florida Statutes. This requires an update to the data and analysis to include a vulnerability assessment ("VA"). An initial VA was completed by the University of Florida | Institute if Food and Agricultural Sciences ("UF|IFAS") Program for Resource Efficient Communities ("PREC") in 2020-21 under a grant from the Florida Department of Environmental Protection ("FDEP"). This initial VA was effective in identifying focus areas for potential development of Adaptation Action Areas under Florida Statutes. This initial VA does not, however, comply with section 380.093 Florida Statutes that was subsequently enacted in 2021. Pinellas County is in the process of completing a countywide, statutorily compliant VA to satisfy the requirements of F.S. § 380.093. ~~An updated map, CM-2, is provided to depict the area defined by the Seas, Lakes, and Overland Surges from Hurricanes (SLOSH) model. However, as discussed in Section 4.2.4 future land use data and analysis, the more strict~~ stricter ~~boundary required by the Pinellas Planning Council Countywide Plan Rules will continue to be enforced in Madeira Beach. This boundary line will be depicted on the Future Land Use Map and is being renamed to the Coastal Storm Area~~.

~~Another item updated for the city is the floodplain map,~~ Map LU-3~~. A more recent map is available that depicts~~delineates the federal FEMA Flood Insurance Rate Map ("FIRM") ~~the~~ floodplains in Madeira Beach.

All objectives and policies pertaining to hazard mitigation and hurricane evacuation are consolidated in the Conservation and Coastal Management Element. "Peril of Flood" compliant provisions were developed as part of the VA study and are included under Objective 8.2.3, Policies 8.2.3.1 through 8.2.3.6.

4.6.1 Working Waterfronts

The State of Florida has identified the importance of working waterfronts to employment, quality of life, and to the state and local economies. Increasingly, new development is replacing working waterfronts with other commercial and residential uses. The lure of waterfront access combined with increased land prices threatens the continued viability of these important working waterfronts.

There are three (3) working waterfront sites in the City of Madeira Beach: the Madeira Beach City Marina on 150th Avenue and two private business locations. Each of these areas has separate issues and strategies.

At the City Marina, in addition to the public areas, commercial fisherman, charters, and ~~sand dollar fisherman~~water-oriented businesses are operating. Since this facility is City-owned, ~~is it~~it is controlled and protected from redevelopment pressures, ~~but there is a policy to change the land use designation to Transportation/Utility rather than Open Space.~~

The City of Madeira Beach is committed to encouraging and supporting the continuation of its working waterfronts and is proposing new policies for this continuation. The City of Madeira Beach has included an objective and associated policies for working waterfronts in the Conservation and Coastal Management Element. This objective and policies were recently renumbered as Objective 8.1.11 and Policies 8.1.11.1 through 8.1.11.4. Statutory provisions regarding working waterfronts are provided in Florida Statutes chapter 342, Sections 342.07 and 342.201 (2022).

4.7 CULTURE AND RECREATION ~~AND OPEN SPACE~~

The Culture and Recreation ~~and Open Space~~ Element was recently renamed, renumbered, and revised in conjunction with the City adopting proportionate-share development fees (or "impact fees")~~Data and Analysis dated July 20, 1999, continues in effect except as modified in the following subsections.~~

4.7.1 Acreage in Culture and Recreation ~~and Open Space~~

As part of the study to develop the impact fees, City staff undertook an extensive review of the inventory of municipal-owned parcels of land. ~~Within the city, there is a total of 29.6 acres of recreation/open space which equals 6.6 percent of the land area.~~ Of the 24 land parcels identified as municipal-owned, 61.02 acres were associated with culture and recreation. This acreage is comprised of several parks with beach access to the Gulf of Mexico along Gulf Boulevard, a large city park fronting Boca Ciega Bay in the area of the municipal complex, ~~and~~ a smaller city park along 150th Avenue, and numerous street stubs where municipal street rights-of-way terminate at the water..

~~4.7.2 Gulf of Mexico, The Narrows, and Boca Ciega Bay~~

~~An issue was raised during preparation of the EAR regarding the addition of the Gulf of Mexico, The Narrows, and Boca Ciega Bay to the list of public recreational facilities for the city. While no new policies are added, there are existing policies that maintain signage at appropriate locations identifying access points to the Gulf of Mexico. Further, in the Future Land Use Element, there is a policy regarding the issue of protecting view corridors for both the Gulf of Mexico and Boca Ciega Bay. Therefore, this issue is adequately addressed, and no changes areneeded to the goals, objectives, and policies.~~

~~Concerning The Narrows, this area has seen significant redevelopment including John's Pass Village and the replacement of the John's Pass Bridge. Considering that most of this property is in private ownership, it is not feasible at this time to add this resource as a public recreational facility.~~

4.7.3 Level-of-Service Policy 10.1.1.1

The ~~city~~ City is amending its recreation level of service to a level-of-service standard based on park land ~~rather than a~~and replacement cost for culture and recreation facilities and services~~y-based standard~~. The purpose of this change is to provide the city with greater flexibility to determine the culture and recreation needs of the population while ensuring that adequate culture and recreation land, facilities, and services are ~~is~~ available ~~for parks~~to citizens and visitors. As needs change, the city has the ability to can redevelop parks with different facilities, as a specific type and number of facilities are not mandated by the policies of the comprehensive plan. All levels of service are now located in the Capital Improvements Element and referenced in the relevant elements. The adopted LOS standard for improved municipal culture and recreation facilities and services is provided in Policy 13.1.5.4 of the Plan's Capital Improvements Element.

~~4.7.4 New Recreation and Open SpaceA recommendation of the EAR is to ensure that recreational sites and facilities added since the 1999 plan amendment are included in the data and analysis.~~

~~There has been no sale or loss of recreational areas in Madeira Beach since the last amendment in 1999in 1999; however, one park site was added. Through a Preservation 2000 grant, the city purchased a 1.55 acre site, known as the Madeira Beach Causeway Park, and developed the property as a passive park. The new facilities include a picnic pavilion, observation deck, fishing pier, walking trail, and native and natural planting throughout the area.~~

~~Additionally, the small island located in Boca Ciega Bay designated as Little Bird Cay has been designated as preservation on the FLUM, providing permanent open space.~~

~~4.7.5 Municipal Marina~~

~~A recommendation of the EAR is to provide current information about the status of the municipal marina.~~

~~The municipal marina is a valuable asset to the city both for the public access to the water as well as its representation of the community's origins as a commercial fishing village. Marina facilities include a boat ramp, 81 wet slips, transient accommodations, and dry storage. The boat ramp in this marina is the only ramp in the city. Proposed improvements to the marina include relocating the boat ramp on the site for better access to the water as well as improvements for the wet slips and dry storage. Conditions at the marina have improved during the past five years and the city's marina was inspected for a Clean Marina designation, under the Florida Department of Environmental Protection standards, during 2006. In August 2007, the city received the "Clean Marina" designation for city-owned marina. To further protect this important resource, the Future Land Use Map depicts the marina as Transportation/Utility.~~

~~4.7.6 Severe Loss Properties~~

~~During the preparation of the EAR, an issue was raised suggesting that the city explore the~~

~~possibility of using properties acquired through the FEMA Severe Loss Properties program for passive parks or other open space. The city has in fact provided application under the Severe Loss Program to FEMA for four (4) properties located in the city. Three (3) of these sites were contiguous and would have been suitable for use as a new park space. However, these applications were not selected for funding by FEMA.~~

4.8 INTERGOVERNMENTAL COORDINATION

As discussed in the data and analysis for the Housing Element, the primary issue for Madeira Beach is coordinating the availability and provision of workforce and affordable housing. As with most small horizontally built-out barrier island cities, the only effective means of ensuring the availability and provision of such housing is through cooperation with other entities that provide housing or financing.

A second issue of intergovernmental coordination is annexation. The City is not pursuing involuntary annexation but continues to consider requests from property owners for voluntary annexation. The intergovernmental coordination policies and objectives are updated to address the current situation with regard to the coordination of the availability of affordable housing as well as annexation. A complete updated inventory of entities with which the city coordinates is available at the EAR- based amendment resource page of the Pinellas Planning Council website [www.pinellasplanningcouncil.org/state/earba.htm].at https://forwardpinellas.org/about-us/agency-partners/.

4.9 CAPITAL IMPROVEMENTS

The capital improvements anticipated for Fiscal Years 2023 through 2027 are provided in Table 17.

Table 17: Capital Improvement Needs

~~FY 2021~~

~~Project~~	**~~Cost~~**
~~Recreation LED Field Lighting Project (in progress)~~	~~$247,500~~
~~Rosenbauer 78-foot Viper-MP3 (in progress)~~	~~$225,000~~
~~Total~~	~~$472,500~~

~~FY 2022~~

~~Project~~	**~~Cost~~**
~~Parsley Drive/Marguerite Drive (Area 3/Series 2019)~~	~~$5,520,000~~
~~Beach Access & Parking Lot Improvement Plan~~	~~$200,000~~
~~Fire Station SCBA Apparatus~~	~~$100,000~~
~~Gulf Boulevard Improvements~~	~~$1,053,006~~
~~Gulf Lane Improvements~~	~~$300,000~~
~~John's Pass Village Boulevard (Areas 5/Series 2019)~~	~~$5,040,000~~
~~John's Pass Regrade & Repave Parking Lot~~	~~$120,000~~

~~Recreation LED Field Lighting Project~~	~~$100,000~~
~~Recreation Expansion Cost~~	~~$200,000~~
~~Stormwater Rehabilitation and Replacement Program~~	~~$200,000~~
~~Watershed Management Plan~~	~~$120,000~~
~~Total~~	~~$12,953,006~~

~~FY 2023~~

~~Project~~	**~~Cost~~**
~~Beach Access & Parking Lot Improvement Plan~~	~~$260,000~~
~~Public Works - Half Repaving~~	~~$125,000~~
~~Gulf Boulevard Improvements~~	~~$1,053,006~~
~~Marina Chip/Repave Asphalt~~	~~$125,000~~
~~Recreation Concession Stand Improvements~~	~~$100,000~~
~~Stormwater Rehabilitation and Replacement Program~~	~~$200,000~~
~~155th Avenue/153rd Avenue & Municipal Drive (Area 6a)~~	~~$4,400,000~~
~~Peterbilt Claw Truck~~	~~$201,700~~
~~Peterbilt Packer Truck~~	~~$250,000~~
~~Total~~	~~$6,714,706~~

~~FY 2024~~

~~Project~~	**~~Cost~~**
~~Gulf Boulevard Improvements~~	~~$1,053,006~~
~~Stormwater Rehabilitation and Replacement Program~~	~~$200,000~~
~~140th Avenue/Bayshore Drive (Area 3a)~~	~~$15,200,000~~
~~Recreation School Bus~~	~~$100,000~~
~~Total~~	~~$16,553,006~~

~~FY 2025~~

~~Project~~	**~~Cost~~**
~~Gulf Boulevard Improvements~~	~~$1,053,006~~
~~New City Parking Garage~~	~~$6,000,000~~
~~Total~~	~~$7,053,006~~

Source: City of Madeira Beach, 2022.

Table 18 Schedule of Capital Improvements Fiscal Years 2023 through 2027

Project Title	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Interior and Exterior Maintenance of Structures at Archibald Park	$350,000.00	-	-	-	-

Beach Groin Renourishment Project	$3,500,000.00	$750,000.00	-	-	-
Patriot Park fishing piers rebuild	$100,000.00	-	-	-	-
Mill and Resurface Parking Lot at Archibald Park	-	$250,000.00	-	-	-
Pocket Park Improvements	$150,000.00	-	-	-	-
Construct Code Enforcement Dayroom	$150,000.00	-	-	-	-
Construct Public Works Building	$200,000.00	$2,000,000.00	-	-	-
Replacement of SCBA	-	$185,000.00	-	-	-
John's Pass Boardwalk Repairs	$50,000.00	$50,000.00	$50,000.00	-	-
Johns Pass Park - Parking lot improvements	$450,000.00	-	-	-	-
Engineering and Construction of a City Parking Garage	$250,000.00	$3,000,000.00	$3,000,000.00	-	-
Construct Basketball Court Enclosure	-	$300,000.00	-	-	-
Construct Concession Stand	$250,000.00	-	-	-	-
Renovate Dog Park	$200,000.00	-	-	-	-
Install Recreation Center Solar Panels	$100,000.00	-	-	-	-
Shade Awnings and Dugout Replacement	-	$150,000.00	-	-	-
Resurfacing of Marina Parking Area	-	-	$400,000.00	-	-
Seawall Renovation Project at City Marina	-	$200,000.00	-	-	-
Construct Transient Docks at City Marina	$200,000.00	$1,000,000.00	-	-	-
Parking Equipment - City Wide	-	-	-	$225,000.00	$225,000.00
Replace a 2016 Peterbilt garbage truck	-	$290,000.00	-	-	-
Watershed Management Plan	$95,000.00	$48,000.00	-	-	-
Mill and resurface, curb repair and stormwater drainage improvements at Area 3 - East Parsley, West Parsley, Marguerite, A Street, B Street, and Lynn Way	$1,500,000.00	$1,500,000.00	-	-	-
Mill and resurface, curb repair, and stormwater drainage improvements at Area 5 – 131st Ave E & 129th Ave.	$1,000,000.00	$1,000,000.00	-	-	-
Mill and resurface, curb repair and stormwater drainage improvements at Area 6 - 155th Ave, 154th Ave, 153rd Ave, 1st St	$200,000.00	$2,000,000.00	$1,500,000.00	-	-

E, 2nd St E, Harbor Dr and Municipal Dr					
Emergency Stormwater Repairs throughout the City	$200,000.00	$200,000.00	$200,000.00	-	-
Gulf Lane and Beach Access Drainage and Roadway Improvement Project	$2,500,000.00	-	-	-	-
Generator replacement for 141st Stormwater Station	$125,000.00	-	-	-	-
Interior and Exterior Maintenance of Structures at Archibald Park	$350,000.00	-	-	-	-
Beach Groin Renourishment Project	$3,500,000.00	$750,000.00	-	-	-

Source: The City of Madeira Beach,2022.

4.9.1 Concurrency Management

Concurrency Management is no longer required by Florida Statutes.

4.10 PUBLIC SCHOOL FACILITIES

The data and analysis provided in the Pinellas County Public School Facilities Element [Lifelong Learning] is adopted by reference and serves as the data and analysis for the goals, objectives, and policies proposed in this EAR-based amendment. Two schools are located in the City of Madeira Beach. There are no locations within the City proposed for future schools; therefore, no map is needed to depict future conditions. The existing Madeira Beach Elementary School is proposed for replacement during the long-range planning period, 2010-11 to 2015-16. However, the capital improvement costs are not provided per fiscal year and cannot be allocated in the Schedule of Capital Improvements until more information is provided from the Pinellas School District. As the goals, objectives, and policies indicate, ongoing coordination will ensure that future updates to the Schedule of Capital Improvements will reflect proposed improvements to the Madeira Beach Elementary School.

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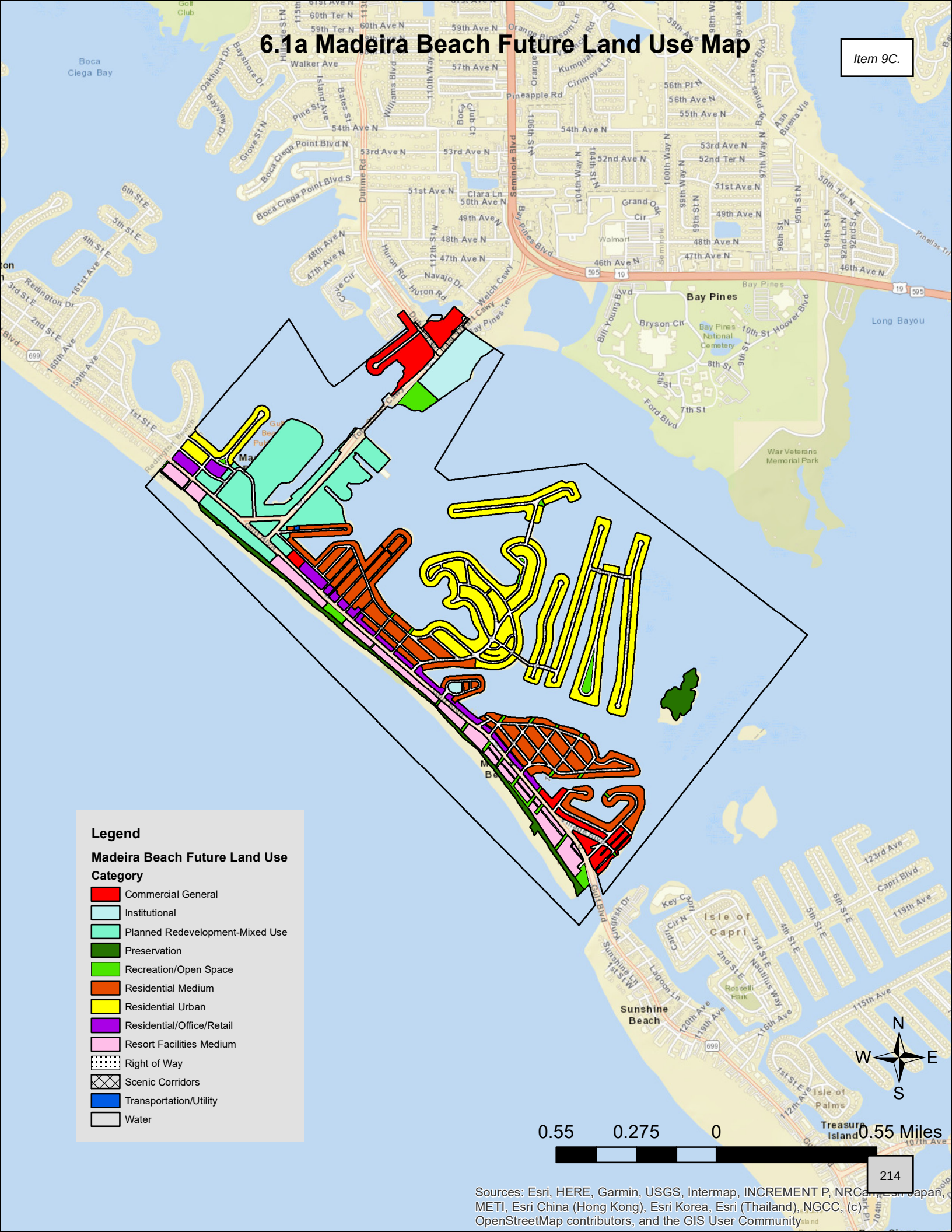
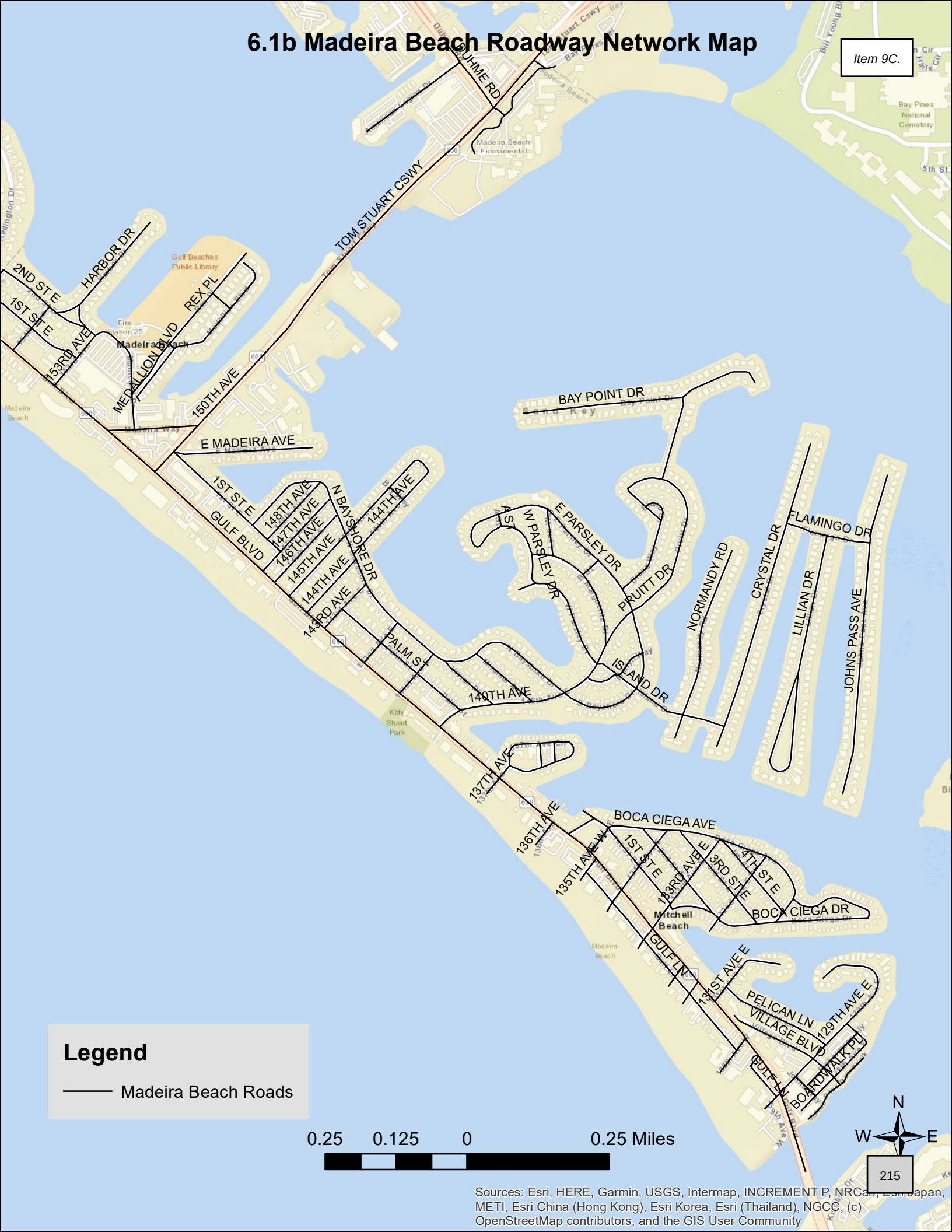
6.0 APPENDICES

6.1 Madeira Beach Comprehensive Plan Maps
- 6.1a Madeira Beach Future Land Use Map
- 6.1b Madeira Beach Roadway Network Map
- 6.1c Madeira Beach Public Transit Map
- 6.1d Madeira Beach Active Transportation Map
- 6.1e Madeira Beach Coastal High Hazard Area Map
- 6.1f Madeira Beach Environmental Map

6.1a Madeira Beach Future Land Use Map



6.1b Madeira Beach Roadway Network Map



Legend

Madeira Beach Roads

0.25 0.125 0 0.25 Miles

N W E

215

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

6.1c Madeira Beach Public Transit Map

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

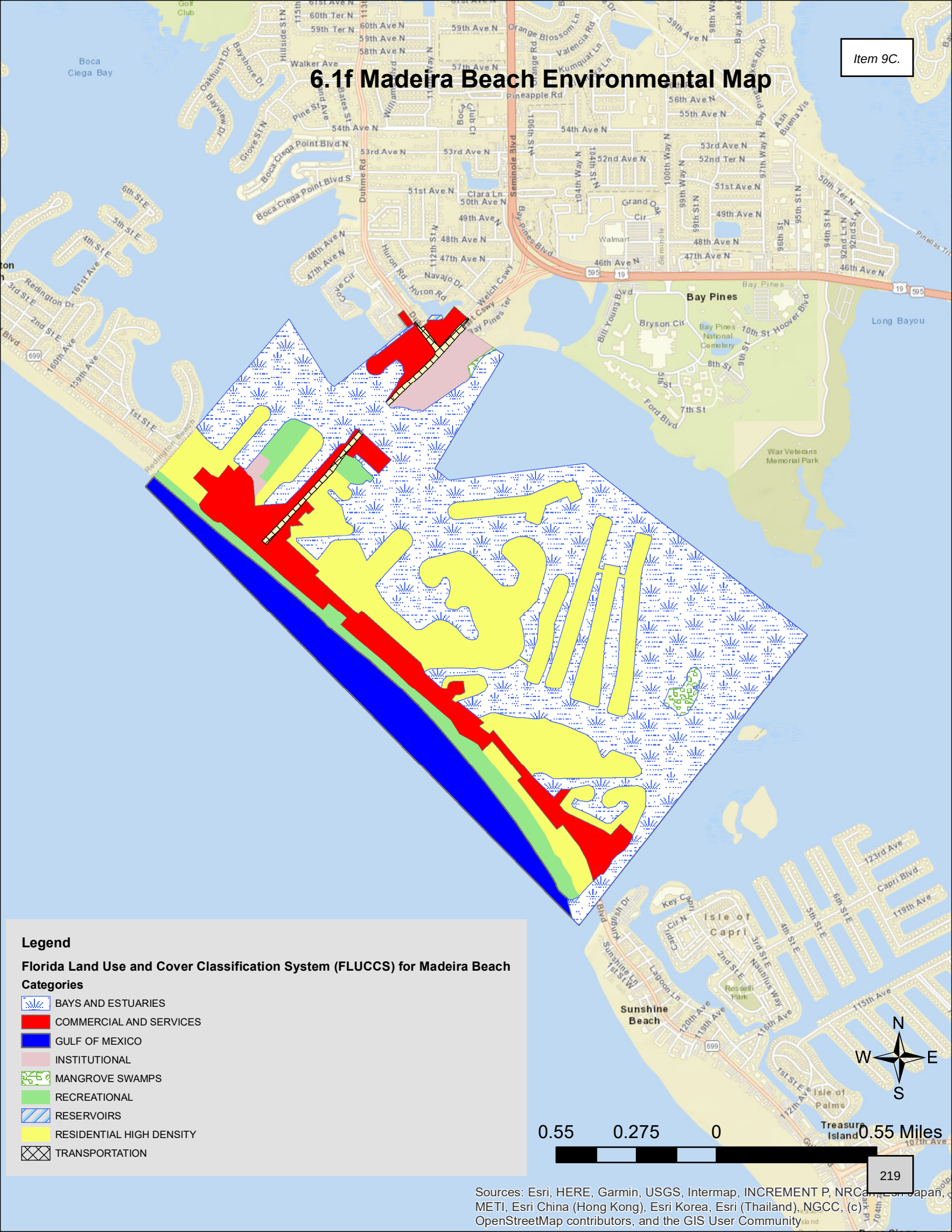
6.1d Madeira Beach Active Transportation Map

Item 9C.

6.1e Madeira Beach Coastal High Hazard Area Map

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

6.1f Madeira Beach Environmental Map



Legend

Florida Land Use and Cover Classification System (FLUCCS) for Madeira Beach

Categories

- BAYS AND ESTUARIES
- COMMERCIAL AND SERVICES
- GULF OF MEXICO
- INSTITUTIONAL
- MANGROVE SWAMPS
- RECREATIONAL
- RESERVOIRS
- RESIDENTIAL HIGH DENSITY
- TRANSPORTATION

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

0000269128-01

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pinellas, Hillsborough, Pasco, Hernando Citrus } ss

Before the undersigned authority personally appeared **Judy Allen** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: ORDINANCE 2023-11** was published in said newspaper by print in the issues of: **2/ 1/23** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida and that the said newspaper has heretofore been continuously published in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Judy Allen

Signature Affiant

Sworn to and subscribed before me this **02/01/2023**

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

JEAN M. MITOTES
MY COMMISSION # GG 980397
EXPIRES: July 6, 2024
Bonded Thru Notary Public Underwriters

LEGAL NOTICE

NOTICE OF PUBLIC HEARING CITY OF MADEIRA BEACH ON A PROPOSED AMENDMENT TO THE CITY OF MADIERA BEACH COMPREHENSIVE PLAN

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter, and Florida Statutes 166.041 and 163.3184:

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the City of Madeira Beach will conduct a public hearing on Wednesday, February 8, 2023, at 2:00 p.m. in the Patricia Shontz Commission Chambers, Madeira Beach City Center, 300 Municipal Drive, Madeira Beach, Florida 33708, for the first reading of proposed Ordinance 2023-11. The title of the ordinance is:

ORDINANCE 2023-11

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO ADOPT THE CHANGES IDENTIFIED IN THE REGULARLY SCHEDULED EVALUATION AND APPRAISAL OF THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Notice: Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Ordinance 2023-11 is available for inspection in the Community Development Office, Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, Florida 33708, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, or online at https://madeirabeachfl.gov/plan-review-documents/. If you would like more information regarding the Ordinance, please contact the Community Development Department, at 727-391-9951, ext. 296 or planning@madeirabeachfl.gov.

The meeting will be aired on Public Access TV Spectrum Channel 640 and through the City's website.

Note: 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 City to transcribe verbatim minutes; therefore, any person needing verbatim minutes 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 727-391-9951 Ext. 296 or planning@madeirabeachfl.gov or fax a written request to 727-399-1131.

02/01/23 0000269

Memorandum

Meeting Details: February 8, 2023

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Ordinance 2023-14, Chapter 54 - Solid Waste 1st reading

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Background

Upon final approval Ordinance 2023-14 will amend new changes to the Solid Waste Ordinance. The City Attorney, City Manager, and I have reviewed chapter 54 Solid Waste Ordinance for proposed changes. The changes correct definitions, times cans can be left at the curb, along with other miscellaneous changes.

Fiscal Impact

No fiscal Impact

Recommendation(s)

Staff recommends the Board of Commissioners approve the Ordinance 2023-14 Chapter 54, Solid Waste, 1st reading.

Attachments

- Ordinance 2023-14

ORDINANCE 2023-14

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 54 (SOLID WASTE) OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO AMEND THE DEFINITIONS OF COLLECTION CENTER, CURBSIDE COLLECTION PROGRAM, GARBAGE CAN AND TRASH CAN; TO DELETE "REFUSE" AS A MANDATORY SERVICE SUBSCRIPTION; TO ADD "DEBRIS ACCUMULATION FROM CONTRACTORS" AS WASTE TO BE REMOVED BY THE OWNER; TO AMEND REFERENCES TO "TRASH CONTAINER;" TO ADD "TRASH" TO THE ITEMS PROHIBITED TO BE BURIED OR BURNED AS GARBAGE; TO REQUIRE THAT A GARBAGE CAN OR TRASH CAN SHALL HAVE A 64 GALLON CAPACITY AND THAT SUCH RECEPTABLE SHALL BE PROVIDED BY THE CITY; TO PROVIDE FOR PLACEMENT OF CONTAINERS FOR TRASH COLLECTION; TO PROVIDE FOR EXCLUSIONS THEREFOR; TO REQUIRE CONCEALMENT OF GARBAGE AND TRASH CANS AFTER COLLECTION; TO PROVIDE FOR TIMING OF CURBSIDE PLACEMENT AND REMOVAL OF TRASH CANS; TO DELETE SEC. 54-62 REGARDING INSPECTION AND CONDEMNATION OF CONTAINTERS; TO PROVIDE FOR CONFLICT; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, City Staff has reviewed the current provisions of Chapter 54 of the Code of Ordinances and recommends amending same; and

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

WHEREAS, the Board of Commissioners has received input from the public at two public hearings.

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

Section 1. That Chapter 54 (Solid Waste) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

CHAPTER 54 – SOLID WASTE

ARTICLE I. - IN GENERAL

Sec. 54-1. Definitions.

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

Authorized recycling agent means a person that the city authorizes and/or contracts with to collect the recyclable material.

Collection center means:

(1) In the case of a collection center program, a place to which a person may bring designated recyclable material, and

(2) In the case of a curbside collection program, a designated place at curbside, at which the generator of designated recyclable, garbage and trash material may deposit such material.

Commercial establishment means any location within the municipal limits which is not a residential dwelling.

Curbside collection program means that part of the city recycling, garbage and trash plan whereby designated recyclable, garbage and trash materials ~~is~~ are deposited by the generator of such material at a designated place at curbside for collection.

Designated recyclable material means those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste, such as newspaper, glass or plastics, or which have been designated by the city as appropriate for collection in a collection center program or curbside collection program.

Dumpster means fabricated metal boxes designed for mechanical lifting and dumping into trucks collecting and transporting garbage and trash.

Garbage means refuse, tin cans, glass, paper, bottles, and the boxes and paper coming from or being disposed of by residents and commercial or business establishments, and all refuse, kitchen accumulation of animal, fruit, or vegetable matter, liquid or other matter incident to preparation and use in cooking or dealing in or storing of meat, fish, fowl, fruit or vegetables, and other refuse that may accumulate in the normal household, which shall all be contained in receptacles specifically provided for the purpose; and shall also include boxes and containers. Garbage shall not include recyclable materials.

Garbage can means a ~~metal or~~ plastic can and tight-fitting cover ~~of the type commonly sold as a garbage can~~ which meets the requirements in section 54-57.

Grass and leaf disposal means the accumulation of grass and leaves must be placed in a trash ~~container~~can.

Multiple dwelling means all places of abode other than single-family houses, hotels, motels and motor lodges used for human habitation.

Noncombustible refuse means refuse materials that are unburnable at ordinary bonfire or incinerator temperatures, such as durable junk, metals, mineral matter, stone, cement derivatives, glass, crockery, metal furniture or vehicle bodies and parts thereof.

Recyclable materials means aluminum cans; metal cans; clear, brown and green glass bottles and jelly jars; plastic bottles; metal jar lids; newspaper; flattened corrugated cardboard; junk mail; magazines; white or colored printed paper and brown paper bags.

Recyclable materials container means a bin or receptacle provided by the city or its designee for the collection of recyclable materials as defined herein. The number, size and style of such container shall be sufficient for the weekly accumulation of recyclable materials produced by the residential dwelling to which such container is provided.

Residential dwelling means single-family and multiple dwelling places of abode other than hotels, motels and motor lodges used for human habitation.

Trash means refuse, accumulations of paper, excelsior, rags, wooden or paper boxes and containers, sweepings, and all other accumulations other than garbage and recyclable materials, which are usual to housekeeping and the operation of stores, offices and other business places. Trash shall not include noncombustible refuse.

Trash can means a container of ~~metal or~~ plastic material provided by the city, ~~of not less than ten or more than 32~~ that is 64 gallons in size as described in section 54-57. Each residential home will be provided one (1) 64 gallon container included in their utility billing. There shall be an additional fee charged for each additional 64 gallon container.

Yard waste means all accumulations of trees, tree limbs, branches, shrubbery, vines, palm fronds, cuttings and other refuse, except grass, leaves and sod.

Secs. 54-2—54-30. - Reserved.

ARTICLE II. – COLLECTION AND DISPOSAL

DIVISION 1. – GENERALLY

Sec. 54-31. Mandatory subscription to service.

Every occupant, resident or proprietor of a residential dwelling or establishment in the city shall subscribe to the garbage, trash~~, refuse~~ and recyclable materials collection services of the city.

Sec. 54-32. Depositing upon public property or on premises or in containers of another.

It shall be unlawful to deposit garbage, trash or recyclable materials upon the premises of another or upon any street, alley, park or other public property, or in any canal, water, waterway, rockpit, pool or lake within the city or in any garbage or trash can or recyclable materials container upon which any other person shall have paid the collection fee as provided in section 54-33, except that tenants of multiple dwellings or business houses may deposit garbage, trash or recyclable materials in cans or recyclable materials containers upon which the owner or manager of such multiple dwelling or business establishment shall have paid the collection fee provided for in this chapter and

authorized the tenants to use such garbage or trash can or cans or recyclable materials containers.

Sec. 54-33. Removal of other waste and noncombustible refuse.

(a) Industrial process waste, building materials and noncombustible refuse must be removed by the owner, occupant, operator or by the contractor performing the work which caused such waste to accumulate, as the case may be. Spent oils or greases accumulated at garages, filling stations or similar establishments shall not be removed by the city except such as are removed for the use of the city.

(b) In addition thereto the city will not remove large accumulations of waste consisting of concrete block, bricks and debris from brick or concrete construction, roofing shingles or tile installations, debris accumulation from contractors, debris accumulation from land clearing, building, rebuilding and altering of buildings, structures, roads, streets, sidewalks, parkways, or excavations and such accumulations shall be removed by the owner of the property on which they are located, or the contractor or other persons performing or doing work causing such accumulations.

(c) The city will collect, for a fee, such items of waste or trash consisting of discarded office equipment, discarded broken furniture, beds, bedsprings, large empty cans, appliances, cabinets, rugs, and any other items which can be lifted by a mechanical crane or arm. The disposal fee is found in the fees and collection procedures manual of the city.

(d) The deposit of hazardous or medical waste in garbage or trash ~~containers~~ cans or recyclable materials containers is prohibited.

Sec. 54-34. Illegal accumulations.

It shall be unlawful and a violation of this chapter for the owner, manager or occupant of any premises to permit any accumulation of garbage and trash upon the premises for a period of longer than four days without having arranged for disposal of such accumulation by some person qualified under this chapter to perform such service, or by the department of community services of the city, and it shall be unlawful for any person, whether owner, manager or occupant of any premises to fail to ~~provide~~ request a sufficient number of garbage or trash cans upon the premises to amply provide for the garbage and trash accumulation upon such premises within any four-day period, or to suffer, permit or allow any garbage or trash cans as provided in this chapter, to accumulate, be or remain upon the premises.

Sec. 54-35. Removal of yard waste.

(a) Any premises having a garbage or trash can upon which the proper and required fee has been paid, under the terms of this chapter, shall be entitled to the collection of tree limbs, palm fronds or other yard waste of such size or nature as cannot be deposited in a regular trash can, but that may be manually loaded by one man. Provided, however, that all limbs, palm fronds, etc., shall be cut not to exceed four feet in length and four inches in diameter and the pile/accumulation is not more than four feet in height and no longer than eight feet in length.

(b) An accumulation of yard waste and trimmings which are larger than the above descriptions (i.e., stumps or limbs larger than four inches in diameter) will require a call for a special collection, for a fee based on the size of the pickup. The city will provide an employee to measure the accumulation and provide a written estimate containing the charges for the pickup.

(c) Such yard waste must be deposited adjacent to the alley if such property is served by an alley at curbside, or in such other places as may be prescribed by the community services director. Residents or occupants of any premises may arrange for private removal of yard waste to points outside the city. It shall be unlawful for any person to deposit any yard waste upon any lot or premises belonging to another, whether vacant or improved, occupied or unoccupied, or upon any street, plaza, or park or in any waters lying within the city.

Sec. 54-36. Prima facie accumulation.

Any place of abode or any place of business occupied or in operation shall be prima facie evidence that garbage, trash or recyclable materials is being produced and accumulated on such premises. It shall be the duty of the property representative of the city to inspect such premises and remove therefrom any and all garbage, trash or recyclable materials found thereon, provided the required fees have been paid by such resident or occupant, or notify the proper persons if such removal is not the duty of the city.

Sec. 54-37. Frequency of collection.

All garbage cans and trash ~~containers~~cans shall be emptied at least twice each week and properly disposed of in residential districts, and as designated by the city manager in the business districts. All recyclable materials containers shall be emptied at least once each week and properly disposed of in residential districts.

Sec. 54-38. Burial of garbage upon premises prohibited.

No garbage, trash or recyclable materials shall be buried upon the premises of the person by whom such garbage, trash or recyclable materials is accumulated. It shall be unlawful for any person to bury any garbage, trash or recyclable materials within the city.

Sec. 54-39. Burning of garbage or trash on premises prohibited.

No garbage, trash or recyclable materials shall be burned on any premises within the city.

Sec. 54-40. Violations; penalties.

(a) It shall be unlawful for any person other than an authorized recycling agent to remove designated recyclable material from a collection center used in either a collection center program or a curbside collection program.

(b) Any person who violates subsection (a) shall be subject to prosecution in the manner provided by general law for violations of city ordinances or pursuant to section 1-16.

(c) Nothing in this section shall be construed to prohibit or limit the right of any individual person to donate, sell, or otherwise dispose of his or her recyclable material.

Secs. 54-41—54-55. Reserved.

DIVISION 2. - CONTAINERS

Sec. 54-56. Required.

All residents or occupants of any single-family dwelling, and the owner, manager or occupant of any multiple dwelling or of any place of business or commercial establishment within the city ~~are hereby required to provide~~ shall be provided with a 64 gallon garbage ~~cans and trash cans~~ can as described in section 54-57. ~~of sufficient capacity to hold four da'ys' accumulation of garbage and trash in the residential district and areas and three da'ys' accumulation of garbage and trash in the commercial district and areas.~~ It shall be the duty of the owner or manager of any multiple dwelling to furnish or to see that such multiple dwelling is furnished or supplied with, a sufficient number of garbage ~~and trash~~ cans to comply with the terms of this chapter.

Sec. 54-57. Requirements.

A garbage can or trash can shall be as defined in section 54-1 and shall have a capacity of ~~not less than ten or more than 32~~ 64 gallons and when full shall weigh 50 pounds or less. Such receptacle shall ~~have two handles upon the sides or a suitable bail by which it may be readily lifted for the purpose of easily emptying into a garbage pickup vehicle.~~ be provided by the city. The cover of a garbage can shall be tight-fitting and kept in place on the can for the purpose of preventing stenches or other nuisances.

Sec. 54-58. Trash ~~containers~~ cans required; location.

All occupants of places of abode within the city shall deposit all trash together with such garden trash as may be of a size suitable for deposit, in a trash ~~container~~ can described in section 54-57. Sufficient ~~containers~~ trash cans shall be provided to hold four days' accumulation of trash in residential districts. ~~Such containers shall be placed in a position on the premises similar to that required in section 54-61 for garbage cans, and where there are both garbage cans and trash containers on the same premises, the two receptacles shall be placed side by side.~~

Sec. 54-59. Wet garbage to be wrapped.

All garbage, tin cans and bottles shall first be drained of all liquids, and shall be deposited in the garbage cans required by this article. The wet garbage matter shall be drained and wrapped in paper before being placed in the garbage can. Provided that hotels, restaurants and other eating establishments upon exemption granted by the director of community services and subject to the terms of such exemptions, shall not be required to wrap wet garbage.

Sec. 54-60. Containers to be kept tightly covered.

Garbage and trash cans shall be kept tightly covered at all times except when it is necessary to lift the cover to deposit garbage or trash. It shall be unlawful for any person to deposit in any garbage or trash can any garbage, trash or other matter in such amounts that will not permit the lid of such garbage or trash can to tightly fit into place.

Sec. 54-61. ~~Accessibility of containers.~~Curbside containers.

~~Garbage cans are required to be kept in a place easily accessible to the inspectors and to the employees of the community services department of the city. Garbage cans shall not be kept upon the neighboring property not in the ownership or tenancy of the person by whom the garbage is accumulated, whether such neighboring property be vacant or improved. Garbage or trash cans shall be placed on the alley of all places served by an alley or such other place as shall be designated by the director of community services. Garbage and trash cans shall not be kept at the street in front of property not served by an alley unless the cans are screened by a structure or planting acceptable to the city manager.~~

Except for residences which have rear alleys accessible for garbage collection vehicles, as determined by the City Manager, all garbage, trash and recyclable containers for all customers not utilizing dumpsters shall be placed for collection at curbside or no more than six feet from the curb or edge of the road upon which said residences abut. However, special arrangements for rear yard or side yard collection may be authorized by the City Manager, in instances of disability. For cases of disability, trash and recyclable containers shall be located for accessibility. Containers shall not be collected when stored in closed buildings, carports or behind closed gates. After garbage, trash and recyclables are collected, the customer shall place the garbage can, trash can and recyclable containers in a location out of public view. The concealing of garbage and trash cans may be accomplished in a variety of ways, such as fences, hedges or other vegetation, which will be placed in such a manner as to conceal the cans or containers from public view. All fences shall be constructed in conformance with city building codes. Such containers shall be placed at curbside no earlier than 5:30 p.m. on the evening/night before the day of collection and shall be removed no later than sunset on the day of collection.

~~Sec. 54-62. Inspection and condemnation of containers.~~

~~All garbage and trash cans shall be subject to inspection and approval or condemnation by the inspectors of the department of community services of the city. Upon the condemnation of any garbage or trash can, a notice of such condemnation shall be placed by such inspector upon the condemned can. It shall be unlawful for any person to place in such condemned can any garbage, trash or other material and the owner or occupant of such premises shall immediately provide a new can to take the place of the can condemned.~~

Section 2. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 3. 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 4. This Ordinance shall be in full force and effect from and after its adoption and approval in the manner approved by law.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2023.

_____
John B. Hendricks, 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: _____

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Robin Gomez, City Manager

FROM: Jay Hatch, Recreation Director

DATE: January 26, 2023

RE: King of the Beach Fishing Tournament Contract with the Old Salt Fishing Foundation

Background

On March 16, 2018, the City of Madeira Beach Board of Commissioners approved a five (5) year agreement with the Old Salt Fishing Foundation for the foundation to host the annual Spring and Fall King of the Beach Fishing Tournaments at the City's R.O.C.Park and Recreation facility. The final tournament on this contract was Nov 3-5, 2022. There is desire from the Old Salt Fishing Foundation to continue hosting each of their two annual fishing tournaments in the City of Madeira Beach.

Discussion

The agreement incorporates:

1. Old Salt Foundation must submit a special event application at least 60 days prior to the events
2. City is the event's headlining (top-billing) host sponsor
3. City is recognized as part of award presentations and phot opportunities
4. City waives fees for use of the City's facilities

Fiscal Impact

Currently, the Recreation Department does not budget for revenue related to these fishing tournaments. Hard costs such as Emergency Services provided by Fire and Trash removal provided by the Sanitation Department are invoiced and paid for by the Old Salt Fishing Foundation.

Recommendation

Staff recommendation is approval of the attached agreement.

Attachments: Old Salt Contract

Agreement between the City of Madeira Beach ("City") and Old Salt Fishing Foundation ("Old Salt")

"Spring King of the Beach" Fishing Tournament & "Fall King of the Beach" Fishing Tournament

1. Old Salt must provide the City with the event application for each event, not less than 60 days nor more than 365 days before the first date of the event, per city ordinance. Additionally, Old Salt must operate within the parameters of the event Addendum provided to them by the City. Failure to comply will result in termination of this agreement.

2. The City and Old Salt agree that the City will be the exclusive headlining (top-billing) Host Sponsor for the annual "Spring King of the Beach" fishing tournament ("event") as well as the annual "Fall King of the Beach" fishing tournament ("event") and the City will waive fees for use of the City's recreational facilities.

3. Old Salt agrees to provide the City with the right to full use of any and all video production materials, images, publications and other marketing collateral intended to be utilized before and after the event, including pre-event and post-event marketing, created for or as a result of this event.

4. Old Salt, and its sponsors, agree to provide cross-promotional branding, whereby the city will be recognized as part of award presentations and photo opportunities. Additionally, the city will recognize Field 3 (event field) as the Host Site of the event with year-round branding opportunity on the field backstop.

5. The City waives any fees for use of the City's recreational facilities. Old Salt agrees to pay for any hourly-wage City staff costs incurred by the City for any staff required to attend the event, including recovery of expenditures for City staff required to work this event at the City staff person's billable hourly wage and benefits rate. City staff who personally volunteer for the event during off-duty hours will not be included in City Staff hours.

6. This agreement is for a period of ten (10) years, with both parties retaining the ability to terminate this agreement by giving written notice at least one (1) year prior to the scheduled event.

7. The city only agrees to the waiver of recreational facilities fees as related to this event exclusively, and fees for any other events on City property will not be waived. Fees pertaining to other departments and their activities involved with this event shall not be waived (Fire/EMT and Sanitation).

APPROVED BY THE BOARD OF COMMISSIONERS THIS ____ DAY OF _____ 2023.

AS AGREED THIS ____ DAY OF _____ 2023.

_____

City of Madeira Beach

Old Salt Fishing Foundation

Memorandum

Meeting Details: **January 25, 2023**

Prepared For: **Mayor & Board of Commissioners**

From: **Megan Wepfer, Public Works Director**

Subject: **Extension of Engineering Services Contract**

Background

The City contracts on an annual basis (with extensions) with engineering firms for work associated with planning, Federal Emergency Management Agency (FEMA) contract management, surveying, and for the design and construction administration of public works projects. Existing service contracts are expired, so staff would like to exercise the amendments as listed in the original contract, term 3 years with 2, 1-year optional renewals.
Proposals for the engineering services contract were received from two companies on October 1, 2018, per the Request for Qualifications (RFQs) requirements. On October 17, 2018, the proposals were opened and reviewed by a staff review committee for completeness and qualifications. Both proposals, from Deuel and Associates, and Cribb Philbeck Weaver Group, Inc., were found to meet the requirements of the RFQ. Staff is requesting exercise the final amendment for formally known as Deuel & Associates now Transystems Corporation Consultants.

Deuel & Associates now Transystems ongoing project list:

- Beach Groin Rehibilitation
- Area 3 Roadway & Drainage Improvements
- Gulf Lane, 130th – 135th Beach Accesses, & Johns Pass Park Roadway & Drainage Improvements.

Fiscal Impact

Total engineering services cost will not exceed amounts budgeted in fiscal year 2023 budgets for services in multiple departments.

Recommendation(s)

Staff recommends the Board of Commissioners approve the extension of the amendment for Transystems Corporation Consultants formally known as Deuel & Associates

Attachments

Amendment to Design Services Agreement

AMENDMENT TO
DESIGN SERVICES AGREEMENT

THIS AMENDMENT TO DESIGN SERVICES AGREEMENT ("Amendment") is hereby entered into by and between the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, hereinafter referred to as "City," and **TRANSYSTEMS CORPORATION d/b/A TRANSYSTEMS CORPORATION CONSULTANTS,** a Missouri corporation qualified to do business in Florida, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, CITY and (COMPASS ENGINEERING & SURVEYING, INC. d/b/a) DEUEL & ASSOCIATES entered into that certain Design Services Agreement, hereinafter referred to as "Agreement," dated January 8, 2019; and

WHEREAS, the Agreement had a term of three years with two (2) one year extension options; and

WHEREAS, COMPASS ENGINEERING & SURVEYING, INC. d/b/a DEUEL & ASSOCIATES sold substantially all of its assets to SEPI Engineering & Construction, Inc. on March 4, 2022; and

WHEREAS, SEPI Engineering & Construction was sold to Transystems Corporation d/b/a Transystems Corporation Consultants on September 20, 2022; and

WHEREAS, CONSULTANT wishes to assume the terms and conditions of the Agreement which is the subject of this Amendment; and

WHEREAS, CITY and CONSULTANT wish to extend the Agreement for the two year extension starting January 8, 2022 and ending January 7, 2024.

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

1. CONSULTANT hereby assumes the terms and conditions of the Agreement.

2. Pursuant to paragraph 1.2.1 of the Agreement, the term of the Agreement is hereby extended for the period beginning January 8, 2022 and ending January 7, 2024.

3. Except as expressly set forth herein, all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed by CITY and CONSULTANT, 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.

ATTEST:

_____
Clara VanBlargan, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

CITY OF MADEIRA BEACH
a Florida municipal corporation

By:_____
John Hendricks, Mayor

Dated:_____

TRANSYSTEM CORPORATION
D/B/A TRANSYSTEM CORPORATION
CONSULTANTS
a Missouri corporation

By:_____
Patrick Knise, Vice President

Dated:_____

MEMORANDUM

Date: Feb 8, 2023
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: APPROVE STATE LOBBYING SERVICES AGREEMENT w/ SHUMAKER ADVISORS

Background

The City has utilized professional services for State of Florida lobbying consulting and government relations for the past few years and is desirous to continue said services to obtain future State funding.

Discussion

The City has been utilizing the services of Shumaker Advisors, a Tampa, FL, firm, to provide professional lobbying services for State of Florida executive and legislative branch matters including favorable municipal legislation and funding for specific capital projects.

Most recently in the 2022 legislative session the City received two (2) grants totaling $2.556 Million for John's Pass waterway dredging and road resurfacing projects mainly through the work performed by Shumaker Advisors. The City will again in the 2023 State legislative session seek funding for capital projects including:

a. City Public Works Building
b. Multi-Modal Transportation Facility (parking)
c. Flooding & Resiliency Mitigation

The City has and continues to be very pleased with Shumaker's performance.

Per City Code Section 2.194, Personal and Professional Services, listed professional services may be obtained without competitive bidding. A copy of the Services Agreement between Shumaker and the City is enclosed.

Recommendation

Approve consulting and government relations services agreement with Shumaker Advisors at a cost of $4,500 per month, plus up to $250 per month for out-of-pocket expenses

Attachments

Shumaker Advisors Services Agreement

SHUMAKER ADVISORS

101 East Kennedy Boulevard
Suite 2800
Tampa, Florida 33602
shumakeradvisors.com

SERVICES AGREEMENT

This Agreement ("Agreement") is made this 13th day of December, 2022, between SHUMAKER ADVISORS FLORIDA, LLC, having an address at Bank of America Plaza, Suite 2800, 101 East Kennedy Boulevard, Tampa, Florida 33602 ("Shumaker Advisors"), and CITY OF MADEIRA BEACH ("Client"), having an office at 300 Municipal Drive, Madeira Beach, Florida 33708 (collectively, "Parties"). Shumaker Advisors and Client agree as follows:

1. Engagement. Client hereby engages Shumaker Advisors to provide public affairs services as more particularly set forth on Exhibit A (the "Services").

2. Registration. If required by law, representatives of Shumaker Advisors shall register as a lobbyist, and file periodic reports at Client's request. Shumaker Advisors may also advise and assist Client, in completing Client-related reporting as required by the applicable laws and regulations.

3. Compensation and Expenses. Client agrees to pay Shumaker Advisors a flat fee of Four Thousand Five Hundred Dollars ($4,500.00) per month for the Services. Each monthly payment shall be paid by the 5th day of each calendar month in advance. Payments shall be due for a minimum of twelve (12) months. We render statements monthly and they are payable upon receipt. Client will be responsible for reimbursement of our out-of-pocket expenses up to Two Hundred and Fifty Dollars ($250.00) per month. Any additional expenses are subject to approval by Client.

Where possible, we will channel invoices to you for direct payment. If you ever have questions regarding our statements or the services which are being rendered, please advise us promptly so that we may address your concern and take appropriate action to meet your expectations.

We are confident that our clients make every effort to pay us promptly, and know that you will do likewise. Occasionally, however, a client has difficulty in making timely payment. To avoid burdening those clients who pay their statements promptly with higher fees reflecting the added cost we incur as a result of clients who are delinquent, we will assess a monthly service charge at the rate of one percent (1%) per month for late payments. This charge will be assessed on the last day of each month against all fees and costs which were billed before the beginning of the month and remain unpaid at the end of the month. In no event will the service charge be greater than permitted by any applicable law. In the unlikely event that we are required to institute legal proceedings to collect fees and costs owed by you, you will also be liable for reasonable attorneys' fees incurred and other costs of collection. Lawyer time will be billed separately and at the usual hourly rate.

4. Term. This Agreement of twelve (12) months, beginning December 1, 2022 and ending November 30, 2023 is a continuation of the successive one (1) year term renewal from

the Agreement dated November 3, 2021. This contract shall automatically renew for successive one (1) year terms, unless either party chooses to opt out.

5. Termination. This Agreement may be terminated by Shumaker Advisors at any time by providing written notice to Client, and or by Client with thirty (30) days written notice provided by Client to Shumaker Advisors. Notwithstanding the preceding sentence, in the event Client terminates, Shumaker Advisors shall be entitled to be compensated at the monthly rate through the end of the month that the Agreement is terminated.

6. Confidentiality. [Intentionally Blank]

7. Disclosure of Shumaker Advisor's relationship with Shumaker, Loop & Kendrick, LLP. Client understands that Shumaker, Loop & Kendrick, LLP is the managing member of Shumaker Advisors. Entering into this Agreement does not obligate Client to employ Shumaker, Loop & Kendrick, LLP to perform any legal work that Client deems necessary, whether in connection with the Services or otherwise. In the event that Client decides to retain Shumaker, Loop & Kendrick, LLP to perform legal work, Client will separately engage Shumaker, Loop & Kendrick, LLP. If Client is a current client of Shumaker, Loop & Kendrick, LLP, Client acknowledges that Shumaker, Loop & Kendrick, LLP has advised Client to seek independent legal counsel to advise Client on the questions of whether Client should proceed with the Services and whether Client should engage Shumaker Advisors to provide the Services. Client acknowledges that Shumaker Advisors does not provide legal services, and is not being retained by Client to provide legal services or legal advice.

8. Choice of Law. This Agreement shall be construed, interpreted, and governed by the laws of the State of Florida.

9. Arbitration. Any dispute between Shumaker Advisors and Client shall be resolved by arbitration administered by the American Arbitration Association under its then-current Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Any arbitration hearings will be held in Tampa, Florida, and will be heard by one arbitrator. The Parties shall select the arbitrator within 15 days after the commencement of the arbitration. If the Parties fail to select the arbitrator on or before the expiration of the fifteen-day deadline, then AAA shall select the arbitrator within seven days thereafter. The arbitrator shall issue the Award within six months of appointment, unless the Parties mutually agree otherwise. Judgment on the award may be awarded, and any motion to vacate may be filed, only in a federal or state court in Hillsborough County, Florida, and the Parties consent to exclusive venue and personal jurisdiction in those courts. Each Party retains the right to use arbitration to seek a temporary restraining order or preliminary injunction pending arbitration. The prevailing Party shall be entitled to its reasonable costs and attorney fees for the arbitration.

10. Amendment or Waiver. This Agreement may not be modified or amended except by an instrument in writing duly executed by both Parties. The failure of either Party to require strict compliance or performance by the other Party or to fail to claim a breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the effectiveness of the Agreement for any Party or prejudice either Party as regards to any

provisions or conditions. No consent provided is effective unless evidenced by an instrument in writing duly signed by the Party sought to be charged with a waiver or consent of a term of this Agreement.

11. Notices. Except as otherwise set forth herein, any and all notices required under the terms of this Agreement shall be in writing and shall be sent by hand delivery or by certified mail, return receipt requested. Unless otherwise designated in writing, notices shall be addressed to the Parties at the address set forth in the beginning of this Agreement.

12. Entire Agreement. The terms of this Agreement contain the entire agreement between the Parties and supersede all prior or contemporaneous discussions, negotiations, representations, or agreements relating to the subject matter of this Agreement. No changes to this Agreement may be made unless made in writing and signed by each Party to this Agreement.

IN WITNESS WHEREOF, the Parties agree to the terms above as evidenced by the signatures below.

CLIENT: CITY OF MADEIRA BEACH	**SHUMAKER ADVISORS FLORIDA, LLC**
Signature:_____	Signature: Ronald Christaldi
By: Robin Gomez	By: Ronald A. Christaldi
Its: City Manager	Its: President and Chief Executive Officer
Dated:_____	Dated: 1/28/23

Exhibit A
Services

Shumaker Advisors Florida will provide the following services to CITY OF MADEIRA BEACH: provide consulting and government relations services to City of Madeira Beach before the Florida Executive and Legislative branches and other entities on issues related to City of Madeira Beach.

City Of Madeira Beach FLORIDA

MEMORANDUM

Date: Feb 8, 2023
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: APPROVE STATE OF FL DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) STANDARD GRANT AGREEMENT, LPA 0321, FOR JOHN'S PASS DREDGING IN THE AMOUNT OF $1,556,000

Background

The City was awarded a $1.556 Million grant by the 2022 Florida Legislature, through the Florida Department of Environmental Protection (available until June 30, 2024),

Discussion

The State funding will assist with the dredging of a section of the John's Pass channel/waterway, more specifically an approximate 1.61 acres area on the northern side of the channel/waterway adjacent to a FDOT right-of-way, City property, and private property to the east (as more specifically identified in the enclosed Project Description documentation). City staff has finalized the grant documentation required by the State of FL Department of Environmental Protection. Staff will similarly ensure compliance with the grant document including completion of required quarterly grant update reports.

Staff requests Commission approval of the referenced grant in the amount of $1,556,000.

We will then bring a contractor to the Commission for approval to complete the dredging.

Recommendation

Approve FL DEP Grant LPA 0321 in the amount of $1,556,000.00.

Attachments

State of Florida Department of Environmental Protection Standard Agreement, LPA0321

John’s Pass Dredging Project Information Jan 2023

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Madeira Beach John's Pass North Shoreline Dredging**

Agreement Number: **LPA0321**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Madeira Beach** Entity Type: **Local Government**

Grantee Address: **300 Municipal Drive, Madeira Beach, Florida 33708** FEID: **59-6000366** (Grantee)

3. Agreement Begin Date: **Upon Execution**

Date of Expiration: **December 31, 2024**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (27.7833, -82.7831)**

Project Description: **The Grantee will remove sand accumulating and clogging the north side of John's Pass inlet and utilize the removed sand for beach renourishment.**

5. Total Amount of Funding: **1556000**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	**LP, GAA LI 1665A, FY 22-23, GR**	**1556000**
☐ State ☐ Federal		
☐ Grantee Match		

Total Amount of Funding + Grantee Match, if any: **1556000**

6. Department's Grant Manager

Name: **Michael Barr** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000

Phone: **850-245-2947**

Email: **Michael.Barr@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Robin I. Gomez** or successor

Address: **300 Municipal Drive**
Madeira Beach, FL 33708

Phone: **727-580-8014**

Email: **rgomez@madeirabeachfl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☑ Attachment 2: Special Terms and Conditions
- ☑ Attachment 3: Grant Work Plan
- ☑ Attachment 4: Public Records Requirements
- ☑ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☑ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☑ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements for Grants
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Madeira Beach **GRANTEE**

Grantee Name

By _____

(*Authorized Signature)* Date Signed

Robin I. Gomez, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Michael Barr, DEP Grant Manager

_____

Zach Easton, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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 Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA).

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

28. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of

money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0321

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Madeira Beach John's Pass North Shoreline Dredging. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Madeira Beach John's Pass North Shoreline Dredging

PROJECT LOCATION: The Project will be located in the City of Madeira Beach within Pinellas County; Lat/Long (27.7833, -82.7831).

PROJECT BACKGROUND: The waterway known as John's Pass inlet is located between the southern end of the City of Madeira Beach and the northern end of the City of Treasure Island. A significant amount of sand accumulation at the inlet has led to localized flooding that has damaged infrastructure, threatened public safety, and cost the City of Madeira Beach a loss in valuable tourism dollars. Additionally, the same amount of water traveling through a narrower inlet has increased threats from the increased power of the currents posing significant public risks to recreational swimmers and commercial boaters. The dredging of the area will help prevent local flooding events, improve safety conditions, and provide continued economic vitality for businesses located in the impacted area.

PROJECT DESCRIPTION: The City of Madeira Beach (Grantee) will dredge a portion of John's Pass inlet. The project will remove sand accumulation on the north side of John's Pass inlet and the northern shoal and will utilize the removed sand for beach renourishment along other Pinellas County beaches.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Pre-Design Study

Deliverables: The Grantee will perform a pre-design study of the project area and produce a pre-design report that will evaluate the causes of the sedimentation along the northern side of the channel. The study will include literature research, compilation of historical data, numerical modeling, and a geotechnical investigation of the inlet waters and subsurface to support the characterization of the subsurface stratigraphy.

Documentation: The Grantee will submit the final pre-design study report.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 2: Design and Permitting

Deliverables: The Grantee will complete the design and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the John's Pass North Shoreline Dredging.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 4: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 5: Construction

Deliverables: The Grantee will complete the work related to the John's Pass inlet dredging and repurposing of removed sand to other Pinellas County beaches in accordance with the contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 6: Study

Deliverables: The Grantee will complete a study to summarize the sedimentation removed, inlet waterway depths, current flows, and future sedimentation deposit estimates (sand accumulation). The comprehensive final report will summarize the work completed and estimated future benefits.

Documentation: The Grantee will submit a report containing information and/or data as described in the task deliverables.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Pre-Design Study	Contractual Services	$20,000	07/01/2022	06/30/2024
2	Design and Permitting	Contractual Services	$150,000	07/01/2022	06/30/2024
3	Bidding and Contractor Selection	Contractual Services	$10,000	07/01/2022	06/30/2024
4	Construction	Contractual Services	$1,300,000	07/01/2022	06/30/2024
5	Study	Contractual Services	$76,000	07/01/2022	06/30/2024
		Total:	$1,556,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.039	Statewide Surface Water Restoration and Wastewater Projects - LI 1665A	$1,556,000	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,556,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPA0321
Project Title:	Madeira Beach John's Pass North Shoreline Dredging
Grantee Name:	City of Madeira Beach
Grantee's Grant Manager:	Robin Gomez
Reporting Period:	Select Quarter 2020

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 2: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 3: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 4: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 5: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Completion Status for Tasks:
Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____
Signature of Grantee's Grant Manager (***Original Ink or Digital Timestamp***) Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

Project Description

A. Project Location and Site History

Johns Pass is in southwest Pinellas County and connects Boca Ciega Bay to the Gulf of Mexico (Figure 1). The project area stretches approximately 241 linear feet in Johns Pass channel immediately east of the Gulf Boulevard Bridge (State Road 699) (Figure 2). FDEP Permit No. 0270453-001-JC, issued in 2010, suggests that maintenance dredging has occurred in the channel at Johns Pass. Since the mid-1990's to present, the City of Madeira Beach has experienced increased sedimentation along the northern side of the channel within Johns Pass. The sedimentation is likely attributed to alongshore sediment transport of sand moving north to south, which becomes entrained via tidal currents along the updrift bank of the inlet.

Figure 1. Project Location Map.

Figure 2. Proposed Dredge Area Location.

B. Proposed Activity

In order to mitigate for the sedimentation in north Johns Pass, it is the City's desire to dredge this area to restore access to adjacent marinas and remove the excess sediment from the Pass. The proposed dredge footprint is approximately 1.61 acres, shown in Figure 3. The buffer between the Gulf Boulevard Bridge and the dredge area will need further coordination between the City and the Florida Department of Transportation (FDOT). The dredge area extends approximately 107 feet seaward from the marina dock.

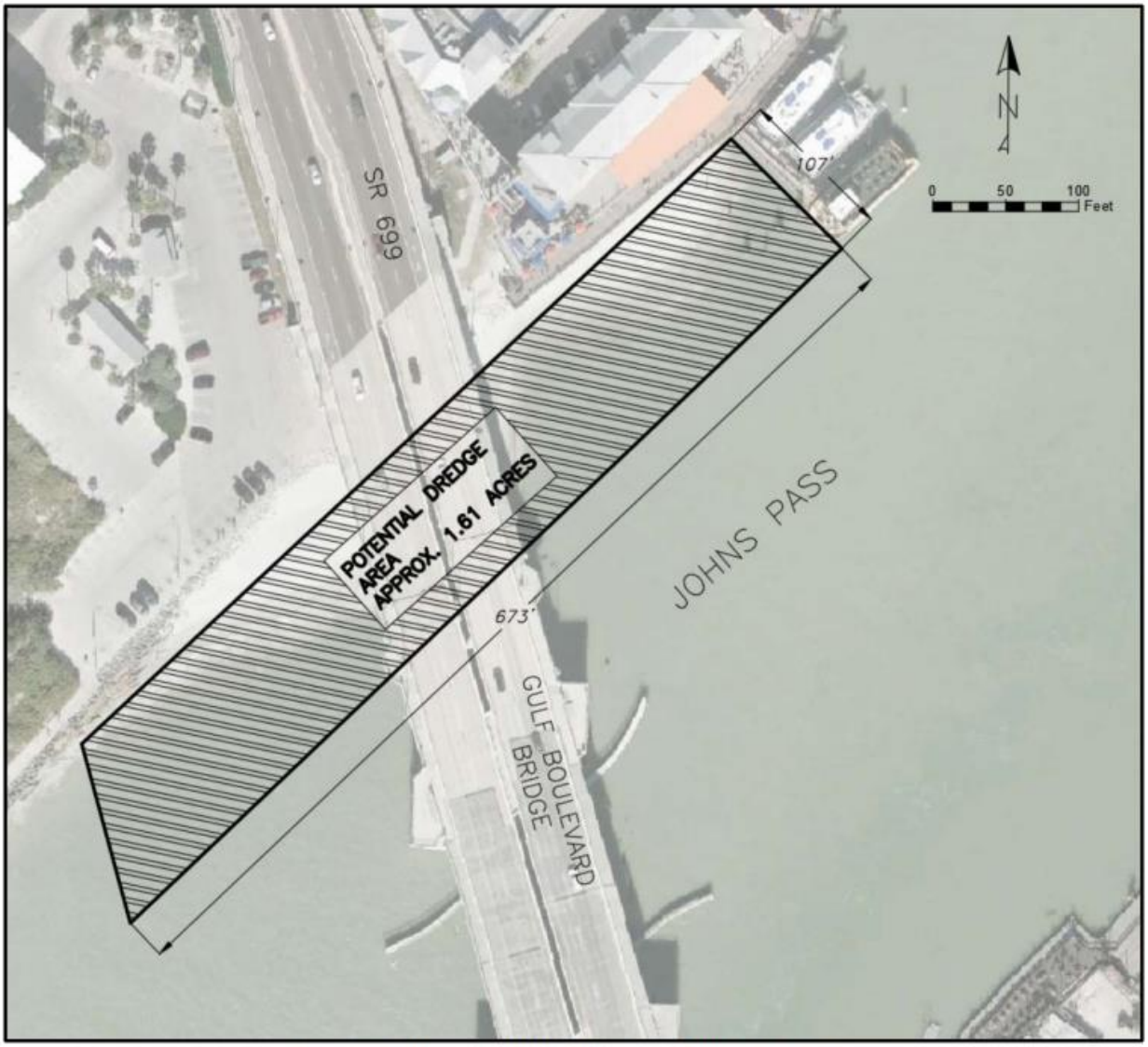

Figure 3. Proposed Dredge Area Dimensions.

C. Construction Methodology, Equipment, and Materials

The dredge and other construction vessels will access the site via either the Gulf Intracoastal Waterway to the east or the Gulf of Mexico to the west.

- Mechanical Dredge Methods:

Material may be dredged from the Johns Pass Channel utilizing mechanical dredge methods with a backhoe, long reach excavator, or clamshell dredge, and sealed barge.

- Hydraulic Dredge Methods:

Material may be dredged from the Johns Pass Channel utilizing hydraulic dredging methods with a cutterhead dredge. The dredge pipe will span from the cutterhead dredge to the spoil area and will be clearly marked. Continuous navigation access will be maintained for all vessels in the channel.

- Dredge Spoil:

Further coordination with the City and County is required to determine a location and compliance measures for the dredge spoil.

D. Environmental Setting

The proposed project area is located within the boundaries of the Pinellas County Aquatic Preserve and the Boca Ciega Bay Aquatic Preserve which are classified as Outstanding Florida Waters (OFW).

E. Avoidance and Minimization Measures

All project construction will adhere to the *Standard Manatee Conditions for In-Water Work* (FWC, 2011) and the *Sea Turtle and Smalltooth Sawfish Construction Conditions* (NMFS, 2006).

F. Water Quality and Turbidity Control Measures

The Johns Pass Channel is located in an OFW. Due to currents and vessels navigating the waterway, turbidity curtains cannot be used around the active dredge area. Turbidity monitoring will be utilized to maintain water quality during dredging.

G. Construction Schedule

It is estimated that construction will take no longer than 45-60 days and will commence once all permits are received.

H. State Lands

According to the Pinellas County Property Appraiser the parcel adjacent to the proposed dredge area is owned by John's Pass Plaza LLC (Tax Parcel ID 15-31-15-58320-002-0050). No parcel is located on the proposed project area. The proposed project will require a proprietary authorization (easement) as it is located on state-owned submerged lands.

I. Archeological or Historic Sites

The SHPO will be contacted prior to submitting an FDEP permit application to determine if a CRAS will be required for the proposed project. The applicant will comply with any requirements determined by SHPO or the USACE.

MEMORANDUM

Date: Feb 8, 2023
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: APPROVE APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC, AGREEMENT TO PERFORM JOHN'S PASS DREDGING PROJECT WORK

Background

After January 2023 meetings with the US Army Corps of Engineers (USACE) and the State of Florida Department of Environmental Protection, the John's Pass Dredging project utilizing the services of the Pinellas County Professional Coastal Management Environmental Consultant, Aptim Environmental & Infrastructure, Inc, has finalizing an agreement to use said consultant, and proceed into the design and permitting processes of the dredging project.

Discussion

The City was awarded a $1.556 Million grant by the 2022 Florida Legislature, through the Florida Department of Environmental Protection (available until June 30, 2024), to assist with the dredging of a section of the John's Pass channel/waterway, more specifically an approximate 1.61 acres area on the northern side of the channel/waterway adjacent to a FDOT right-of-way, City property, and private property to the east (as more specifically identified in the enclosed Project Description documentation). In September City staff began preliminary discussions with the referenced Pinellas County contractor and in October began finalizing the grant documentation required by the State (FL Department of Environmental Protection), both documents enclosed.

Staff requests Commission approval to utilize the Pinellas County continuing professional services agreement for Coastal Management Environmental Consulting Services, Aptim Environmental & Infrastructure, Inc. We were notified last week that Pinellas County in February will be approving a similar agreement with Aptim for a period to begin in March 2023. If we need to approve that agreement, we will bring it back at the March or April Commission regular meeting. The agreement is to provide a variety of tasks, including:

1. Agency Pre-Application Meeting
2. Topographic and Hydrographic Survey
3. Engineering and Design

4. FEDEP and USACE Permitting
5. Request for Additional Information Phase
6. Final Permit Application Process
7. Construction Plans/Specifications
8. Bidding Assistance

We will then bring a contractor to the Commission for approval to complete the dredging.

All Aptim consulting tasks are estimated at $136,727.00

Recommendation

Approve Aptim Environmental & Infrastructure, LLC, agreement to perform various John's Pass Dredging Project work as listed in this agenda memo, at a cost of $136,727.00.

Attachments

APTIM Madeira Beach – John's Pass Dredging Agreement

Pinellas County Continuing Professional Services Agreement Aptim Environmental & Infrastructure Contract 167-0486-CN

APTIM
6401 Congress Avenue, Suite 140
Boca Raton, FL 33487
Tel: +1 561 391 8102
Fax: +1 561 391 9116
nicole.sharp@aptim.com

September 2, 2022

Robin Gomez
Madeira Beach, City Manager
300 Municipal Drive
Madeira Beach, FL 33708

Re: Johns Pass Dredging Design, Permitting, and Pre-construction Services

Dear Robin:

This letter is in response to the City of Madeira Beach (City) request for a proposal for Aptim Environmental & Infrastructure, LLC (APTIM) to perform design, permitting, and pre-construction services to support dredging of the northern shoreline of Johns Pass. Tasks within this proposal include Agency Pre-Application Meeting, Topographic and Hydrographic Survey, Engineering and Design, FDEP and USACE Permitting, RAI Phase, Finalize Permit Application Process, Construction Plans and Specifications, and Bidding Assistance.

Included as Exhibits are the Scope of Work (Exhibit A), the Fee Proposal (Exhibit B), and the Rate Schedule (Exhibit C). APTIM proposes to perform these services on a lump sum basis not to exceed $136,727. The services proposed herein will be governed by the terms and conditions of contract number 167-0486-CN (RW) between Pinellas County and Aptim Environmental & Infrastructure, LLC, dated March 20, 2018. Barring any unforeseen circumstances, all work will be completed within 425 days of receiving the County's Notice to Proceed.

Sincerely,

Nicole S. Sharp, P.E.
Coastal Market Lead
Aptim Environmental & Infrastructure, LLC

_____
Client Authorized Signature

_____
Printed Name

_____
Title

cc: Beau Suthard, P.G., APTIM

Exhibit A
Scope of Work

APTIM
6401 Congress Avenue, Suite 140
Boca Raton, FL 33487
Tel: +1 561 391 8102

Johns Pass Dredging
Design, Permitting and Pre-construction Services, Madeira Beach, Florida
Scope of Work

INTRODUCTION

Since the mid-1990's to present, the City of Madeira Beach (City) has experienced increased sedimentation along the northern side of the channel within Johns Pass. The sedimentation is likely attributed to alongshore sediment transport of sand moving north to south, which becomes entrained via tidal currents along the updrift bank of the inlet. In order to mitigate for this sedimentation, it is the City's desire to dredge this area to restore access to adjacent marinas and remove the excess sediment from the Pass. The following scope of work provides details for the design, permitting, and pre-construction services to support dredging of Johns Pass.

Task 1 – Agency Pre-Application Meeting

Upon receipt of a Notice to Proceed from the City, we will coordinate with Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (Corps) in order to schedule pre-application meetings. Prior to attending these meetings, we will develop a project description and supporting information that summarize the project history, natural resources in the project vicinity, and geotechnical investigation results. We will coordinate the project description with the City prior to the pre-application meeting. This information will be submitted to the agencies with a meeting agenda in advance of the pre-application meetings to allow agency staff ample time to prepare.

APTIM representatives will attend a video teleconference pre-application meeting with representatives from the City, FDEP and Florida Fish and Wildlife Commission (FWC). The purpose of this meeting is to present the proposed project, identify any areas of concern, gather agency input on the project and facilitate an expedited permit process. Due to Florida Department of Transportation (FDOT) rights-of-way within the area, FDOT representative may also be invited to participate to identify any concerns.

Following the pre-application meeting with FDEP and FWC, we will coordinate with the local Corps office to present our proposed project and obtain feedback from their staff. Representatives from U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) may also participate in the pre-application meeting if deemed necessary. During this meeting, we will summarize FDEP's guidance. The goal will be to integrate the Corps process with the State's permitting procedure for streamlined coordination.

Following both pre-application meetings, APTIM will prepare and submit a summary of each meeting to the State and federal agencies for review and comment. This will document the information presented and decisions made during the meetings for future reference. Ultimately, recommendations will be made to the City based upon results of these meetings and a path forward will be developed.

Task 2 – Topographic and Hydrographic Survey

APTIM will conduct a bathymetric and topographic survey of selected cross sections and profiles from the project area. All survey work will be conducted under direct supervision of the of the registered Florida

professional surveyor and mapper. All data collection and deliverables will adhere to Section 01000 and Section 01100 of the Florida Department of Environmental Protection (FDEP), Division of Water Resource Management's *Monitoring Standards for Beach Erosion Control Projects, May 2014 (revised October 2014)* and will be in accordance to Chapter 5J-17 Florida Administrative Code (F.A.C.) pursuant to Chapter 472 of the Florida Statutes (FS) and U.S. Army Corps of Engineers (USACE) protocol.

Task 3 – Engineering and Design

Based upon feedback received during the pre-application meetings, APTIM will design a dredge template for the northern shoreline of the Pass and potential disposal options. The design will utilize the survey conducted by APTIM in Task 2. The design will include lines, grades, and volumes for the amount of material to be excavated from the channel. The disposal location will be finalized and coordinated with the City during this task.

Task 4 – FDEP and USACE Permitting

APTIM will act as the agent for the City throughout the permit application process for the proposed project. This task will include professional services to support state and federal permitting efforts of the final selected plan. The permit application will include the dredging of northern portion of Johns Pass. APTIM will prepare and submit the relevant state and federal permit applications by integrating the environmental, geological, and engineering components. Justification for potential impacts to natural resources from construction of the project will also be included within the permit package. Information to be incorporated into the permit application shall include:

- A description of the existing conditions
- Historical background information
- Justification of the maintenance dredging project
- A written description of the project's design features
- Anticipated construction methods
- Relevant environmental information
- Relevant geological data
- Permit drawings
- Monitoring plans as required

APTIM biologists will coordinate with various agencies to obtain, review, and compile updated environmental data for presentation in the application. This task anticipates the use of existing data and does not include field investigations. If resource surveys are requested by agencies during the permitting process, APTIM can provide a separate proposal to conduct those specific surveys.

A draft permit application will be prepared for review by the City. Once the City has reviewed the application, APTIM will submit the final permit applications to the FDEP and the Corps.

It is anticipated that the City will provide all permit fees directly to the permit agencies and will be responsible for publication of any public notices. APTIM will work closely with the City to support agency staff and their permitting review in an effort to expeditiously secure final permits, to the greatest extent practical.

Task 5 – RAI Phase

Typically, within 30-60 days following receipt of the JCP application, the FDEP issues a "Request for Additional Information" (RAI) which outlines what information is still needed in order to complete the application. This RAI includes comments from FDEP staff as well as any comments from FWC. The Corps may also submit questions, sometimes on behalf of USFWS and NMFS or to support preparation of their public notice. APTIM will respond to State and federal agency questions and provide all required data and information in order to deem the project files complete, allowing the agencies to process and finalize the permits. This proposal assumes one formal RAI response from both each regulatory agency (FDEP and Corps).

Task 6 – Final Permit Application Process

APTIM will work closely with the agencies to complete the permitting process and obtain both State and federal permits. APTIM will coordinate with the agencies during this period and provide any last minute documentation that is requested. APTIM will negotiate permit conditions after review of the draft permits. We will review permit and Biological Opinion project descriptions and Terms and Conditions for accuracy and consistency.

Task 7 – Construction Plans and Specifications

APTIM will develop construction plans and technical specifications that will provide the necessary details to the Contractor to construct the project and adhere to permit conditions. It is assumed that the City will provide front-end documents, including general conditions, and provide the overall format of the contract documents such that the technical specifications can be incorporated without duplication or conflict in terms and conditions.

The construction plans will include plan views and cross-sections sufficient for the construction of the project. The plans will provide survey control information which will allow the contractor to control and construct the channel. The spoil site will be delineated within the disposal locations allowed by FDEP and USACE permit conditions.

Specifications developed for the project will include: Technical Specifications with Environmental Protection Summary. We will integrate the permit conditions into the document. The Engineer will provide plans and specifications in Acrobat and Word format.

Task 8 – Bidding Assistance

Once the construction plans and technical specifications are completed, APTIM will provide the City with a bid package containing: construction plans, technical specifications, project permits, bid form, and contractor questions integrated into the specifications. An engineer's opinion of probable costs will be prepared. After the City bid announcement is published, APTIM staff will participate in the pre-bid meeting and assist the City in answering technical questions as needed during the bidding process. Once the bids have been opened, APTIM will assist the City in reviewing the bids and preparing a recommendation for award based on a review of the bids deemed responsive by City procurement.

ASSUMPTIONS

This scope does not include environmental resource investigations, modeling studies, or additional geotechnical investigations, or construction administration, which may be performed by City staff or by our Team under a future phase of work.

Exhibit B
Fee Proposal

APTIM

SPM REVISION: 2021 - REV 21.3
Release Date: 5/18/21

PROJECT NUMBER: 631028032
PROPOSAL NUMBER: A1A1XXXX
Date Pricing Model was Prepared: 8/23/22

Project Estimate
Summary By Task
Madeira Beach Johns Pass Dredging
09/02/22

Task Number	Task Name	Labor	Sub-contractors	Equipment	Materials	Other ODC's	Travel	Total	Adjustments	Total Project
Tsk-001	Agency Pre-Application Meetings	$ 6,695.00	$ -	$ -	$ -	$ -	$ -	$ 6,695.00	-	**$ 6,695.00**
Tsk-002	Topographic and Hydrographic Survey	$ 14,995.00	$ -	$ 2,486.00	$ -	$ -	$ 836.00	$ 18,317.00	-	**$ 18,317.00**
Tsk-003	Engineering and Design	$ 8,970.00	$ -	$ -	$ -	$ -	$ -	$ 8,970.00	-	**$ 8,970.00**
Tsk-004	FDEP and USACE Permitting	$ 45,320.00	$ -	$ -	$ -	$ -	$ -	$ 45,320.00	-	**$ 45,320.00**
Tsk-005	RAI Phase	$ 23,430.00	$ -	$ -	$ -	$ -	$ -	$ 23,430.00	-	**$ 23,430.00**
Tsk-006	Final Permit Application Process	$ 2,370.00	$ -	$ -	$ -	$ -	$ -	$ 2,370.00	-	**$ 2,370.00**
Tsk-007	Construction Plans and Specifications	$ 22,880.00	$ -	$ -	$ -	$ -	$ -	$ 22,880.00	-	**$ 22,880.00**
Tsk-008	Bidding Assistance	$ 8,745.00	$ -	$ -	$ -	$ -	$ -	$ 8,745.00	-	**$ 8,745.00**
Totals =		**$ 133,405.00**	**$ -**	**$ 2,486.00**	**$ -**	**$ -**	**$ 836.00**	**$ 136,727.00**	**$ -**	**$ 136,727.00**

Submitted By: Nicole Sharp
Submitted To: Madeira Beach Johns Pass Dredging
Submission Date: 09/02/22

Exhibit C
Rate Schedule

Aptim Environmental & Infrastructure, Inc.
2481 NW Boca Raton Boulevard
Boca Raton Florida 33431
Tel: +1 561-391-8102
Fax: +1 561-391-9116

EXHIBIT A
SCHEDULE OF FULLY-LOADED (BURDENED) RATE VALUES
APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.
PINELLAS COUNTY, FLORIDA
RFP CONTRACT NO. 167-0486-CN (RW)

I. PERSONNEL CLASSIFICATION	Rate
Principal Engineer	270.00/hour
Expert Witness (Testimony)	270.00/hour
Senior Project Manager	230.00/hour
Project Manager	185.00/hour
Program Manager	170.00/hour
Senior Coastal Engineer	185.00/hour
Coastal Engineer III	150.00/hour
Coastal Engineer II	125.00/hour
Coastal Engineer I	110.00/hour
Coastal Modeler II	130.00/hour
Coastal Modeler I	110.00/hour
Professional Surveyor & Mapper	130.00/hour
Hydrographer	125.00/hour
Surveyor	95.00/hour
Survey Technician	80.00/hour
Senior Marine Biologist	140.00/hour
Marine Biologist II	120.00/hour
Marine Biologist I	90.00/hour
Professional Geologist	130.00/hour
Geologist IV	150.00/hour
Geologist III	125.00/hour
Geologist II	110.00/hour
Geologist I	95.00/hour
Senior CAD Operator	150.00/hour
CAD Operator	110.00/hour
GIS Operator	110.00/hour
Boat Captain	90.00/hour
Bookkeeper	80.00/hour
Clerical	75.00/hour
Technician	60.00/hour

EXHIBIT A
SCHEDULE OF FULLY-LOADED (BURDENED) RATE VALUES
APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.
PINELLAS COUNTY, FLORIDA
RFP CONTRACT NO. 167-0486-CN (RW)

II. EQUIPMENT	Rate
Truck (2WD road use)	$0.565/mile
Truck (4WD beach use)	110.00/day
Survey Boat (28 ft. Parker)	1,050.00/day
Survey Boat (24 ft. Privateer)	790.00/day
Survey Sea Sled	310.00/day
All Terrain Vehicle	105.00/day
Enclosed 18" Trailer	78.00/day
Trimble RTK GPS	495.00/day
Trimble Differential GPS	415.00/day
Leitz Total Station w/Data Collector	130.00/day
Hand Laser Range Finder	15.00/day
Range Azimuth System	310.00/day
Odom Hydrotrack Sounder	165.00/day
Heave, Pitch, Roll Compensator	215.00/day
Odom ES3PT Multibeam	600.00/day
Speed of Sound Velocity Meter	63.00/day
Hypack/DredgePack Navigation System	260.00/day
Hypack/Hysweep	260.00/day
Nortek AWAC ADCP high frequency deepwater wave height, direction and current profiler	5,000.00/month *
Nortek Aquadopp ADCP low frequency shallow water wave height, direction and current profiler	2,900.00/month *
Nortek Storm Software for wave and current data processing	50.00/day
Primer statistical package	$200/project
X-STAR CHIRP 512i Seismic Profiling System	1,150.00/day
Seismic Profiler Thermal Printer	130.00/day
Sonar Wizard Map Seismic Data Processing Package	155.00/day
Edgetech 4200 FS Sidescan Sonar System	695.00/day
Sonar Wizard Map Sidescan Data Processing Package	155.00/day
Geometric G-881 Magnetometer	215.00/day
Schonstedt GA-52B Magnetic Locator	30.00/day
Jet Probe with Pump	55.00/day
Underwater Tide Gauge	175.00/day
Nikon Level/Tripod/Rod	65.00/day
PC PowerPoint Projector	50.00/day
Lietz Handheld Level	10.00/day
Optical Reading Compass	10.00/day
Garmin Handheld GPS	10.00/day
Turbidimeter	38.00/day

EXHIBIT A
SCHEDULE OF FULLY-LOADED (BURDENED) RATE VALUES
APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.
PINELLAS COUNTY, FLORIDA
RFP CONTRACT NO. 167-0486-CN (RW)

SCUBA Tanks (Nitrox)	19.00/day
Digital Camera	10.00/day
Underwater Camera	32.00/day
Underwater Camera W/Strobes	75.00/day
Underwater Seadrop Integrated Camera	30.00/day
Underwater Video Camera	115.00/day
GPS Integrated Underwater Video Camera	435.00/day
Underwater Scooter	50.00/day
Sieve Analysis	75.00/sample
Carbonate Analysis	65.00/sample
Monuments	28.00/each
Survey Disk	15.00/each
Dry Suit	15.00/day
Ponar Sampler	30.00/day
Microscopes	20.00/day
Mobile Telephone	10.00/day
Penetrometer	55.00/day
Generator	60.00/day

* ADCP monthly cost may be pro-rated for shorter periods of use

III. SCUBA DIVING SERVICES	Rate
Equipment & Insurance	$75/diver/day **

** Charge in addition to normal hourly rates for personnel listed on Page 1.

IV. NUMERICAL MODELS	Rate
ADCIRC Tidal Circulation Model	$1,000/project
BOUSS 2D WAVE - Wave Refraction/Diffraction Model	$1,000/project
MIKE21- NSW Spectral Wave Transformation Model	$2,000/project
MIKE21- HD 2D Current Simulation Model	$2,000/project
MIKE21- ST 2D Sediment Transport Model	$2,000/project
DELFT 3D WAVE - SWAN Wave Refraction/Diffraction Model	$1,000/project
DELFT 3D FLOW - 2D Hydrodynamic Model	$2,200/project
DELFT 3D MORPHO - Morphodynamic Model	$3,000/project
DELFT 3D WAQ – Water Quality Model	$2,000/project

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.

CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: COASTAL MANAGEMENT ENVIRONMENTAL CONSULTING SERVICES

RFP CONTRACT NO. 167-0486-CN (RW)

CONTINUING FIRM: Aptim Environmental & Infrastructure, Inc.

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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SECTION 1
INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL COASTAL MANAGEMENT ENVIRONMENTAL CONSULTING SERVICES FOR
Public Works Department

THIS AGREEMENT, entered into on the 20th day of March 20 18 between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Aptim Environmental & Infrastructure, Inc., with offices in Boca Raton, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Public Works Department requires PROFESSIONAL COASTAL MANAGEMENT ENVIRONMENTAL CONSULTING SERVICES associated with the County's Coastal Management Program on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL COASTAL MANAGEMENT ENVIRONMENTAL CONSULTING SERVICES requisite to the management needs of the COUNTY Public Works Department, and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

NOW THEREFORE, the COUNTY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

The COUNTY requires the support of a CONSULTANT to provide coastal consulting services to assist with the COUNTY'S Coastal Management Program (CMP). The CONSULTANT may be tasked with recommending the continuation of existing beach stabilization and nourishment projects or new projects as needs dictate. Before implementing new projects, they will be thoroughly discussed through consultation as applicable with County staff, the Florida Department of Environmental Protection (FDEP), the United States Army Corps of Engineers (USACE), beach municipalities, and/or other CMP stakeholders.

The Consultant may participate in Pinellas County Board of County Commissioners meetings, city commission meetings, stakeholder meetings, and other meetings as requested by the County Project Manager (PM). The support provided by the Consultant is envisioned to be comprehensive to support the CMP.

Consultant services may include, but not be limited to:

- Program assistance for beach stabilization and nourishment projects such as preparing Scopes of Services and design specifications for construction projects.
- Oversight of design and construction contracts, construction monitoring and post-construction permit compliance monitoring.
- Design and permitting of beach stabilization structures; and other CMP-related activities as needed.
- Additional services may include, but not be limited to, contract management and coordination, as applicable, with other County consultants and contractors, coastal beach municipalities, beachfront business owners, residents, visitors, and other consultants and/or stakeholders as applicable.
- The services may also include coordinating efforts with County staff, beach community representatives, consultants, and other stakeholders to acquire funds from federal, state, and other available funding sources.
- The Consultant may be expected to prepare and submit funding applications and help program the use of County Tourist Development Council (TDC) funds to best meet the needs of the CMP.
- The Consultant will designate a lead manager for this contract to ensure consistency and clear communication.

2.2 *ASSIGNMENT OF WORK*

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the COUNTY's Director of Public Works or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by the COUNTY shall be in writing. The CONSULTANT shall perform no work under this Agreement without written authorization. The CONSULTANT hereby agrees to waive any claim for compensation for any work performed without written authorization.

2.3 *CONSULTING RESPONSIBILITIES*

A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, and that submittals are complete.

B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

C. The CONSULTANT represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required herein will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an Engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.

E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY's Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 *GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS*

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 *KEY PERSONNEL*

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3
SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 *SERVICES*

3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.

3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.

3.1.3 If require, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.

3.1.4 The CONSULTANT shall provide the following, if requested:

A. Support to COUNTY staff in development of a scope of services.

B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.

C. Quality control and constructability reviews of plans

D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.

E. Project Management support and preparation of independent cost estimates.

F. Status meetings at a minimum of one each month.

G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.

3.1.5 Design Phase (Services to be defined with each specific WORK assignment)

3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)

3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)

a. Survey Work – Assist the COUNTY in conducting surveys of proposed construction projects. All surveys shall be certified by a Professional Land Surveyor (PLS). Work may also include performing bathymetric surveys of canals, channels, inlets, or other waterways.

b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.

c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on AutoCAD, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

SECTION 4
PERFORMANCE SCHEDULES

The CONSULTANT shall plan and execute the performance of all services provided for under this Agreement in such a manner as to insure their proper and timely completion in accordance with the following:

A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Public Works or Designee who is a COUNTY employee.

B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

SECTION 5
INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY

5.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:

A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.

B. Sample copies of the COUNTY standard contract documents and specifications, if required.

SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS

6.1 The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, F.S. section 218.70 et. seq.

6.2 Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable or expense items (as defined in Section 7) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

6.4 SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq,* Florida Statutes, "The Local Government Prompt Payment Act."

Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process

SECTION 7
COMPENSATION TO THE CONSULTANT

7.1 The COUNTY shall compensate the CONSULTANT for authorized Work Assignments using the following methods of compensation. The method of compensation shall be determined by the COUNTY based on the Work Assignment to be performed.

A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million two hundred fifty thousand dollars ($1,250,000.00). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

7.3 In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the CONSULTANT shall be as established by the COUNTY based on the COUNTY'S determination of the percentage of work effort completed to date of termination.

SECTION 8
WORK ASSIGNMENTS

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the task order. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

SECTION 9
ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

9.1 The CONSULTANT shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the COUNTY. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the COUNTY. In the event of a corporate acquisition and/or merger, the CONSULTANT shall provide written notice to the COUNTY within thirty (30) business days of CONSULTANT's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified. The CONSULTANT may propose an alternate and/or additional subconsultant, other than the subconsultant(s) provided in the Agreement, however, the CONSULTANT: 1) shall provide a written explanation to the Purchasing Department and the responsible COUNTY department director or authorized designee for the alternate and/or additional subconsultant prior to the engagement; and 2) must receive written approval from the responsible COUNTY department director or authorized designee prior to the engagement.

Alternate and/or additional subconsultants shall have labor/equipment rates and labor categories consistent with those presented in the Agreement and shall not cause an increase to the original contract award amount. If the labor/equipment rates and labor categories offered by the alternate and/or additional subconsultant are not contained in the Agreement, the CONSULTANT must verify in writing to the Purchasing Department and the responsible COUNTY department director or authorized designee that the rates for the services and equipment provided are fair and reasonable and shall not cause an increase to the original contract award amount.

SECTION 10
SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designed.

SECTION 11
RESOLUTION OF DISAGREEMENTS

11.1 The COUNTY shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.

11.2 The decision of the COUNTY upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

SECTION 12
CONSULTANTS ACCOUNTING RECORDS

12.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for five (5) years from the date of final payment.

12.4 The COUNTY'S agent or authorized representative shall have access to the CONSULTANT'S facilities and all necessary records in order to conduct audits in compliance with this Section. The COUNTY'S agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

13.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the COUNTY whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the COUNTY at the conclusion of the project or the termination of the Consultant's services.

13.2 The CONSULTANT at its own expense may retain copies for its files and internal use.

SECTION 14
INSURANCE COVERAGE

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

SECTION 15
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246

In carrying out the contract, the CONSULTANT shall not discriminate against employees or applicants for employment because of race, color, religion, sex or national origin.

SECTION 16
INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant acknowledges that it is functioning as an independent contractor in performing under the terms of this contract, and it is not acting as an employee of Pinellas County. The consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

SECTION 17
PROHIBITION AGAINST CONTINGENT FEE

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this contract.

SECTION 18
TRUTH IN NEGOTIATIONS

The CONSULTANT certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

SECTION 19
SUCCESSORS AND ASSIGNS

The CONSULTANT shall not assign, sublet, or transfer his interest in this AGREEMENT without the written consent of the COUNTY.

SECTION 20
INDEMNIFICATION

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the CONSULTANT will indemnify and hold harmless the COUNTY, and additionally the Florida Department of Environmental Protection as required by individual Work Assignment, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21
INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitations thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five percent (5%), per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

SECTION 22
TERMINATION OF AGREEMENT

22.1 Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate or with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified.

22.2 Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

22.3 In the event sufficient budgeted funds are not available for a new fiscal period, the COUNTY shall notify the Bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the COUNTY.

22.4 In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23
AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years, from the date of contract award unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the five (5) year term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

SECTION 24
CONFLICT OF INTEREST

24.1 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or CONSULTANTs who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

24.2 If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the COUNTY.

SECTION 25
EXTENT OF AGREEMENT

This Agreement represents, together with the RFP, Addenda, the proposer's response, any Exhibits, the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

SECTION 26
PUBLIC ENTITY CRIMES

CONSULTANT is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and CONSULTANT agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. CONSULTANT represents and certifies that CONSULTANT is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. CONSULTANT agrees that any contract awarded to CONSULTANT will be subject to termination by the County if CONSULTANT fails to comply or to maintain such compliance.

The CONSULTANT is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the COUNTY's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

SECTION 27
PUBLIC RECORDS

Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

CONTRACTOR'S DUTY

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 Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name:
Aptim Environmental & Infrastructure, Inc.

By: _____
Print Name: Thomas Pierro
Title: Director of Operations Date: 2/16/18

PINELLAS COUNTY, by and through its Board of County Commissioners

By: _____
Chairman Date: 3/20/18

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk Date: 3-2018

APPROVED AS TO FORM

By: _____
Office of the County Attorney

Aptim Environmental & Infrastructure, Inc.
2481 NW Boca Raton Boulevard
Boca Raton Florida 33431
Tel: +1 561-391-8102
Fax: +1 561-391-9116

EXHIBIT A
SCHEDULE OF FULLY-LOADED (BURDENED) RATE VALUES
APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.
PINELLAS COUNTY, FLORIDA
RFP CONTRACT NO. 167-0486-CN (RW)

I. PERSONNEL CLASSIFICATION	Rate
Principal Engineer	270.00/hour
Expert Witness (Testimony)	270.00/hour
Senior Project Manager	230.00/hour
Project Manager	185.00/hour
Program Manager	170.00/hour
Senior Coastal Engineer	185.00/hour
Coastal Engineer III	150.00/hour
Coastal Engineer II	125.00/hour
Coastal Engineer I	110.00/hour
Coastal Modeler II	130.00/hour
Coastal Modeler I	110.00/hour
Professional Surveyor & Mapper	130.00/hour
Hydrographer	125.00/hour
Surveyor	95.00/hour
Survey Technician	80.00/hour
Senior Marine Biologist	140.00/hour
Marine Biologist II	120.00/hour
Marine Biologist I	90.00/hour
Professional Geologist	130.00/hour
Geologist IV	150.00/hour
Geologist III	125.00/hour
Geologist II	110.00/hour
Geologist I	95.00/hour
Senior CAD Operator	150.00/hour
CAD Operator	110.00/hour
GIS Operator	110.00/hour
Boat Captain	90.00/hour
Bookkeeper	80.00/hour
Clerical	75.00/hour
Technician	60.00/hour

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APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.
PINELLAS COUNTY, FLORIDA
RFP CONTRACT NO. 167-0486-CN (RW)

II. EQUIPMENT	Rate
Truck (2WD road use)	$0.565/mile
Truck (4WD beach use)	110.00/day
Survey Boat (28 ft. Parker)	1,050.00/day
Survey Boat (24 ft. Privateer)	790.00/day
Survey Sea Sled	310.00/day
All Terrain Vehicle	105.00/day
Enclosed 18" Trailer	78.00/day
Trimble RTK GPS	495.00/day
Trimble Differential GPS	415.00/day
Leitz Total Station w/Data Collector	130.00/day
Hand Laser Range Finder	15.00/day
Range Azimuth System	310.00/day
Odom Hydrotrack Sounder	165.00/day
Heave, Pitch, Roll Compensator	215.00/day
Odom ES3PT Multibeam	600.00/day
Speed of Sound Velocity Meter	63.00/day
Hypack/DredgePack Navigation System	260.00/day
Hypack/Hysweep	260.00/day
Nortek AWAC ADCP high frequency deepwater wave height, direction and current profiler	5,000.00/month *
Nortek Aquadopp ADCP low frequency shallow water wave height, direction and current profiler	2,900.00/month *
Nortek Storm Software for wave and current data processing	50.00/day
Primer statistical package	$200/project
X-STAR CHIRP 512i Seismic Profiling System	1,150.00/day
Seismic Profiler Thermal Printer	130.00/day
Sonar Wizard Map Seismic Data Processing Package	155.00/day
Edgetech 4200 FS Sidescan Sonar System	695.00/day
Sonar Wizard Map Sidescan Data Processing Package	155.00/day
Geometric G-881 Magnetometer	215.00/day
Schonstedt GA-52B Magnetic Locator	30.00/day
Jet Probe with Pump	55.00/day
Underwater Tide Gauge	175.00/day
Nikon Level/Tripod/Rod	65.00/day
PC PowerPoint Projector	50.00/day
Lietz Handheld Level	10.00/day
Optical Reading Compass	10.00/day
Garmin Handheld GPS	10.00/day
Turbidimeter	38.00/day

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PINELLAS COUNTY, FLORIDA
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SCUBA Tanks (Nitrox)	19.00/day
Digital Camera	10.00/day
Underwater Camera	32.00/day
Underwater Camera W/Strobes	75.00/day
Underwater Seadrop Integrated Camera	30.00/day
Underwater Video Camera	115.00/day
GPS Integrated Underwater Video Camera	435.00/day
Underwater Scooter	50.00/day
Sieve Analysis	75.00/sample
Carbonate Analysis	65.00/sample
Monuments	28.00/each
Survey Disk	15.00/each
Dry Suit	15.00/day
Ponar Sampler	30.00/day
Microscopes	20.00/day
Mobile Telephone	10.00/day
Penetrometer	55.00/day
Generator	60.00/day

* ADCP monthly cost may be pro-rated for shorter periods of use

III. SCUBA DIVING SERVICES	Rate
Equipment & Insurance	$75/diver/day **

** Charge in addition to normal hourly rates for personnel listed on Page 1.

IV. NUMERICAL MODELS	Rate
ADCIRC Tidal Circulation Model	$1,000/project
BOUSS 2D WAVE - Wave Refraction/Diffraction Model	$1,000/project
MIKE21- NSW Spectral Wave Transformation Model	$2,000/project
MIKE21- HD 2D Current Simulation Model	$2,000/project
MIKE21- ST 2D Sediment Transport Model	$2,000/project
DELFT 3D WAVE - SWAN Wave Refraction/Diffraction Model	$1,000/project
DELFT 3D FLOW - 2D Hydrodynamic Model	$2,200/project
DELFT 3D MORPHO - Morphodynamic Model	$3,000/project
DELFT 3D WAQ – Water Quality Model	$2,000/project

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

1. LIMITATIONS ON LIABILITY. By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION. By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. INSURANCE:

   a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

   b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

   c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

   d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners, and additionally the Florida Department of Environmental Protection as required by individual Work Assignment, as an Additional Insured.

   e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

(1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

(2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds $50,000.

g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below.*

(1) All subcontracts between Proposer and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

h) Each insurance policy and/or certificate shall include the following terms and/or conditions:

(1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.

(2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

(4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

(5) All policies shall be written on a primary, non-contributory basis.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	$ 500,000
Per Employee Disease	$ 500,000
Policy Limit Disease	$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	$ 1,000,000
Products/Completed Operations Aggregate	$ 2,000,000
Personal Injury and Advertising Injury	$ 1,000,000
General Aggregate	$ 2,000,000

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	$ 1,000,000

(4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

(5) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	$ 1,000,000
General Aggregate	$ 1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(6) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

ATTACHMENT A

GRANT FUNDING CONDITIONS

PROPOSAL NUMBER: 167-0486-CN

PROPOSAL TITLE: Environmental Consulting Services – Coastal Management

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. In addition, Attachment B shall be executed and returned with all submittals. Bidders may be deemed non-responsive for non-compliance and failure to submit Attachment B.

1. **Drug Free Workplace Requirements (See Attachment B):** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.

3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.

4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

5. **Utilization of Minority and Women Firms (M/WBE) (Attachment B):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Prior to contract award, the contractor shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

   Florida Department of Management Services (Office of Supplier Diversity)
   Florida Department of Transportation
   Minority Business Development Center in most large cities and
   Local Government M/DBE programs in many large counties and cities

   Please see information requested on Attachment B

6. **Equal Employment Opportunity**: (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. **Copeland Anti Kick Back Act:** Contractors shall comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)**: Where applicable, all contracts awarded **in excess of $100,000** that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387)**: as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. **Debarment and Suspension (See Attachment B) (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **The bidder shall certify compliance as per Attachment B**

12. **Byrd Anti-Lobbying Amendment (See attachment B) (31 U.S.C. 1352):** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **The bidder shall certify compliance as per Attachment B**

13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency

14. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.

15. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

ATTACHMENT B

CERTIFICATIONS REGARDING LOBBYING; DRUG FREE WORKPLACE AND REQUIREMENTS DEBARMENT, SUSPENSION OTHER RESPONSIBILITY MATTERS and UTILIZATION OF DISADVANTAGED FIRMS (M/WBE)

PROPOSAL NUMBER: 167-0486-P

PROPOSAL TITLE: Environmental Consulting Services – Coastal Management

This solicitation requires execution of this form which affirms compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying, 10 CFR Part 607 "Government wide Requirements for Drug-Free Workplace (Grants) and 10 CFR Part 606 "Government Debarment and Suspension

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ADDITIONAL LOBBYING REPRESENTATION

Contractors which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:

The company is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986:
[ ] Yes [x] No If, you checked "Yes" above, check the appropriate block:

The applicant represents that after December 31, 1995 it has [ ] has not [ ] Engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

2. DRUG FREE WORKPLACE CERTIFICATION

In accordance with the Drug-Free Workplace Act of 1988 (Pub.L.100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (Vendors OTHER THAN INDIVIDUALS)

A business certifies that it will or will continue to provide a drug-free workplace by:

As the person authorized to sign the statement, I certify that this firm complies fully with the these requirements.

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

ALTERNATE II (Vendors who are Individuals)

(1) The vendor certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

(2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(1) The prospective lower tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

4. DBE GOOD FAITH EFFORTS

The bidder must submit documentation of its good faith efforts to assure that minority businesses, woman-owned business enterprises and labor surplus firms are used when possible.

Pinellas County may require that bidder provide additional substantiation of good faith efforts.

	Date:	Firm and Contact Person:	Area of Expertise:
A.		N/A (in Pinellas County)	

Response: APTIM strives to support disadvantage businesses and has employed DBE firms on other contracts around the State in the past and will continue to do so based on individual project needs.

	Date:	Firm and Contact Person:	Area of Expertise:
B.			

Response:

	Date:	Firm and Contact Person:	Area of Expertise:
C.			

Response:

	Date:	Firm and Contact Person:	Area of Expertise:
D.			

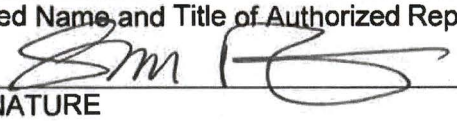
Response:

SIGNATURE

As the duly authorized representative of the company, I hereby certify that the company will comply with the above certifications.

Aptim Environmental & Infrastructure, Inc.
Company Name:

Thomas Pierro, Director of Operations
Printed Name and Title of Authorized Representative:


SIGNATURE

2/21/18
DATE

The company may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, state, zip code)

2481 NW Boca Raton Blvd.
Street Address

Boca Raton, FL 33431
City, County, State, Zip

[x] Check if there are workplaces on file that are not identified here.

10-951-4559
DUNS Number (Company Data Universal Numbering System regulated by Dun & Bradstreet)

Memorandum

Meeting Details: February 8, 2023

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Approval of Duke Energy's Binding Cost Estimate for the final Phase III of Gulf Blvd. Undergrounding Utilities

Background

The City of Madeira Beach started working with consultants in 2012 for the Underground of all utilities along Gulf Blvd. Staff has been working with Utility Consultants of Florida for nearly a year to finish the final phase of undergrounding. The Final Phase III will start at 144th Ave and go to 129th Ave. Previous staff started working with Duke Energy in 2020 to start the binding cost estimate (BCE) and staff just received from Duke Energy. Duke Energy has been advising staff along with the consultants that the cost would be around $2.1M to $2.2M but the estimate came in at $2,809,777.35. We have met with Duke Energy to discuss how to bring the cost down and the only option they gave was to not finish the Final Phase and leave a few blocks of poles and wires.

Fiscal Impact

Budgeted in FY23 was $2.5M to pay for the construction of the undergrounding project. Staff expected to pay Duke Energy BCE in FY22 budget, budget amendment discussed at January 25th Workshop for Undergrounding. Pinny for Pinellas Money total for 2020 to 2025 would total $4,585,671.00 after paying Utility Consultants of Florida and Duke Energy we are over budget by -$672,365.66. If the BCE would have been what was expected we would have a balance of nearly $60,000.00. Spreadsheet attached.

Recommendation(s)

Staff recommends approval for the Binding Cost Estimate from Duke Energy in the amount of $2,809,777.35.

Attachments

- Duke Energy BCE
- Utility Consultants Task 1
- Utility Consultants Task 2
- UG Cost Summary for Madeira Beach

4121 St Lawrence D
New Port Richey, FL 3465
o: 727.372.5164
miriam.tucker@duke-energy.com

January 18, 2023

Megan Wepfer
City of Madeira Beach
300 Municipal Dr
Madeira Beach, FL 33708

RE: *Binding cost estimate to underground Gulf Blvd from 144th Avenue to 131st Avenue East*

Dear Ms. Wepfer:

Thank you for submitting your request to Duke Energy. The purpose of this proposal is to provide a binding cost estimate for the area you have identified. The effective date of this proposal is January 18, 2023. This cost estimate is based on current labor and material rates and is valid for 180 days. Requests beyond that period will require review and adjustments as needed.

Project Scope

Underground the existing Duke Energy electrical distribution facilities along both sides of Gulf Boulevard from 144th Avenue to 131st Avenue East. City of Madeira Beach to install all conduit and associated material, including pull boxes, for the new underground. Duke Energy to provide all material associated to conduit installation. Details to be provided on Schedule 1 of the Agreement.

Binding Cost Estimate

The binding cost estimate for the area identified above is: $ 2,809,777.35

Proposal Assumptions

Below is a non-inclusive list of assumptions used in calculating this estimate:

- The City of Madeira Beach to install conduit and associated material, including pull boxes, for Duke Energy Florida, LLC. Requirements that must be met for conduit/box installation will be provided prior to starting construction.
- All underground facilities to be located in private property easements, not in the right of way. Easements to be obtained by customer at no cost to Duke Energy.
- Does not include cost to underground joint users, such as telephone and cable television.
- Does not include cost for restoration of any street, right of way, easement, private property or pavement reconstruction that may be necessary as a result of the construction. This cost only includes backfilling the affected area to safe condition.
- Does not include costs associated with new streetlights.
- Does not include cost to replace existing meter can to accept new underground service.
- Does not include any survey work that may be required to identify right of way and easements.
- Duke Energy's design does not guarantee construction feasibility in the field until a constructability review is completed.

4121 St Lawrence Dr
New Port Richey, FL 34653
o: 727.372.5164
miriam.tucker@duke-energy.com

Next Steps

Below is a high-level list of next steps if you wish to proceed with this project.

	Task	Responsible Party
1	Gather cost estimates from all other joint utilities (Telephone, cable television, etc…)	Applicant
2	Obtain easements to install facilities and locate equipment	Applicant with support from Duke Energy
3	Coordinate customer obligations and possible outages	Applicant with support from Duke Energy
4	Sign and approve agreements required by Duke Energy. Provide payment to Duke Energy prior to construction start.	Applicant
5	Schedule and complete conversion	Duke Energy / Other utilities

Enclosed is a copy of the Duke Energy Tariff that applies to these types of projects as well as a copy of the "Underground Conversion Agreement Based on a Binding Cost Estimate" contract that will need to be approved and signed by all parties should you decided to proceed. Also enclosed is a breakdown of the facility charges per the Duke Energy Tariff for your reference.

If you would like to proceed with this project, please contact me at the email address above. We appreciate your business and look forward to providing you with excellent customer service.

Sincerely,

Miriam Tucker

Miriam Tucker
Project Manager
Customer Delivery

Enclosures

Facility Charges per Tariff Section 12.05(2)

Project Name	City of Madeira Beach - Gulf Blvd South
Location	Gulf Blvd South - Between 144th Ave and John's Pass
Date	1/18/2023

	Oct '22 Tariff
a) Remaining Net Book Value	$ -
Of existing overhead facilities to be removed*	
b) Removal Cost	$ -
Of existing overhead facilities*	
c) Salvage Value	$ -
Of existing overhead facilities*	
d) Construction Cost of Underground	$ 4,256,007.39
Estimated construction cost of underground facilities including underground service laterals to residential customers meters or point of delivery for general service customers	
e) Construction Cost of Overhead	$ (1,206,880.40)
Estimated construction cost of overhead facilities Including overhead service drops to customers' meters	
f) Cost Estimate Fee	$ (7,087.00)
Qualifying binding cost estimate fee	
g) Lifecycle Operations Costs	$ (232,262.64)
The net present value of the lifecycle operational costs differential including storm restoration	
Total Charges	$ 2,809,777.35
Total credits applied to project:	$ (1,446,230.04)

** In calculating the Applicant's Facility Charge, elements a, b, and c of the Facility Charge formula above are to be excluded from Facility Charge due from an Applicant who submits an application providing a binding notification that the Applicant intends to convert existing non-hardened overhead facilities to underground facilities.*

PART XII

CHARGES FOR CONVERSION OF EXISTING OVERHEAD TO UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES

12.01 DEFINITIONS:

The following words and terms used under this Part shall have the meaning indicated:

(1) Applicant: The Applicant is the person or entity seeking the undergrounding of existing or newly planned electric distribution facilities by the Company. When a developer requests local government development approval, the local government shall not be deemed the Applicant for purposes of these rules.

(2) Commission: Florida Public Service Commission.

(3) Cost Estimate Fee: A fee charged an Applicant by the Company for the purpose of preparing a cost estimate of the amount required for the Company to construct or convert particular distribution facilities as underground.

(4) Company: Duke Energy Florida, LLC

(5) Distribution Facilities: All electrical equipment of the Company required to deliver electricity to homes and businesses.

(6) Facility Charge: That charge required to be paid by an Applicant for the Company to construct or convert particular distribution facilities as underground.

(7) Overhead: Pertains to distribution facilities consisting of conductors, switches, transformers, etc. which are installed above ground on supporting poles.

(8) Underground: Pertains to distribution facilities consisting of conductors, switches, transformers, etc. which are installed below ground or on the ground.

12.02 GENERAL:

(1) Application:

Underground electric distribution facilities are offered in lieu of overhead facilities in accordance with these rules.

(2) Applicant Request:

An Applicant shall submit a request in writing for the Company to develop a cost estimate to accomplish the undergrounding of particular electric facilities. The request shall be accompanied by an appropriate fee and shall specify the following information:

(a) the area(s) being sought to be undergrounded;

(b) a list of all electric customers affected;

(c) an estimated time frame for undergrounding to be accomplished;

(d) details of any construction by the Applicant; and

(e) any other pertinent information which the Applicant possesses that may aid the Company in preparing an appropriate cost estimate.

(Continued on Next Page)

12.03 INSTALLATIONS NOT COVERED:

The following types of electrical installations are not addressed in these rules:

(A) Distribution lines, new or existing, in urban commercial area, urban residential area, rural residential area, or existing subdivisions will not be considered for undergrounding if sufficient permits or easements cannot be obtained. The request will not be considered unless all customers on both sides of the road or street who are served by the supply system to be undergrounded are included in the proposed conversion.

(B) Distribution lines in new residential subdivisions. These installations are covered under "Rules of the Florida Public Service Commission", Chapter 25-6, Part V, "Rules for Residential Electric Underground Extensions", and the Company's "General Rules and Regulations Governing Electric Service", Part XI.

(C) Individuals applying for undergrounding of service laterals from existing overhead lines. These applications will be covered by rules referenced in 12.03(B) above.

(D) Electrical distribution circuits serving street or area lighting. Requests for undergrounding circuits of this category will be treated on an individual basis.

12.04 COST ESTIMATE FEES:

(1) Non-Binding Cost Estimate Fee:

The Company will provide a non-binding cost estimate related to the request at no cost to the Applicant. Such estimate shall not have any guarantee as to its accuracy and shall not be binding upon the Company.

(2) Binding Cost Estimate Fee

The following schedule of fees shall apply to the Applicant for engineering design time to establish a binding cost estimate by the Company for the request. Such fee shall be recognized as a credit in the Facility Charge determination if the Applicant enters into a construction contract within 180 days from date of receipt of the binding cost estimate. At the discretion of the Company, the time from submittal of the cost estimate to entering a contract may be extended beyond 180 days. A major scope change by the Applicant may require a new fee amount.

SCHEDULE OF BINDING COST ESTIMATE FEES

Facility Classification	Fee
Urban Commercial	$4,234 per mile
Urban Residential	$3,476 per mile
Rural Residential	$2,549 per mile
Low Density Subdivision	$ 15 per lot
High Density Subdivision	$ 13 per lot

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12.05 CONSTRUCTION CONTRACT:

(1) GENERAL:

Upon acceptance by the Applicant of the binding cost estimate, the Applicant shall execute a contract with the Company to perform the construction of the underground distribution facilities. The contract shall specify the type and character of system to be provided; establish the Facility Charge to be paid by Applicant prior to commencement of construction; specify details of construction to be performed by Applicant, if any; and address any other pertinent terms and conditions including those described in Part (4) below.

(2) FACILITY CHARGE:

Charge =	a) Remaining net book value of existing overhead facilities to be removed*;
plus,	b) removal cost of existing overhead facilities*;
minus,	c) salvage value of existing overhead facilities*;
plus,	d) estimated construction cost of underground facilities including underground service laterals to residential customers meters or point of delivery for general service customers;
minus,	e) estimated construction cost of overhead facilities including overhead service drops to customers' meters;
minus,	f) qualifying binding cost estimate fee.
plus/minus,	g) the net present value of the lifecycle operational costs differential including storm restoration.

* In calculating the Applicant's Facility Charge, elements a, b, and c of the Facility Charge formula above are to be excluded from Facility Charge due from an Applicant who submits an application providing a binding notification that the Applicant intends to convert existing non-hardened overhead facilities to underground facilities.

The actual or estimated costs applied to the facility charge shall be consistent with the standards of the Company's approved Storm Protection Plan.

3) CONSTRUCTION BY APPLICANT:

If agreed upon by both the Applicant and the Company, the Applicant may construct or install portions of the underground system as long as such work meets the Company's engineering and construction standards. The Company will own and maintain the completed distribution facilities upon accepting the system as operational. The type of system provided will be determined by the Company's standards.

Any facilities provided by the Applicant will be inspected by Company inspectors prior to acceptance. Any deficiencies discovered as a result of these inspections will be corrected by the Applicant at Applicant's sole expense, including the costs incurred by performing the inspections. Corrections must be made in a timely manner by the Applicant, otherwise the Company will undertake the correction and bill the Applicant for all costs of such correction. These costs shall be added to the original binding estimate.

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(4) OTHER TERMS AND CONDITIONS

(a) Easements:

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Underground Facilities Conversions Agreement, the Applicant shall provide the Company, at no cost to the Company, all easements utilizing Company approved language and forms, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by the Company to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after the delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversions Agreement entered into between the Applicant and the Company.

(b) Scheduling, Clearing, and Grading:

Rights-of-way and easements suitable to the Company must be furnished by the Applicant in a reasonable time to meet service requirements and must be cleared of trees, tree stumps, paving and other obstruction; staked to show property lines and final grade; and graded to within six (6) inches of final grade by the Applicant before the Company commences construction; all at no cost to the Company. Such clearing and grading must be maintained by the Applicant during construction by the Company. Grade stakes must be provided at transformer, pullbox, and switch locations.

(c) Restoration:

All removal and restoration of buildings, roads, driveways, sidewalks, patios, fences, ditches, landscaping, sprinkler systems, and other utilities, etc., shall be the full responsibility of the Applicant and shall cause no cost to the Company. Removal of all construction debris not belonging to the Company shall be the responsibility of the Applicant.

(d) Other Joint Users on the Company Poles:

Prior to construction, the Applicant must make arrangements with any other joint users of the Company's poles to remove their facilities at no cost to the Company. The Applicant shall produce, if requested by the Company, executed agreements with all joint users guaranteeing this requirement. During construction, the Company will undertake coordination efforts directly with the joint users where required for removal of their facilities.

(e) Affected Electric Customers:

Prior to construction, the Applicant must make arrangements with all affected Company customers to prepare their premises and service entrance in a timely manner for underground service. All customers affected by the undergrounding request must agree to accept underground service. These customers' conversions will be at no cost to the Company. During construction, the Company will undertake coordination efforts directly with affected customers for their transfer to underground service.

(f) Damage to the Company's Underground Facilities:

The Applicant shall be responsible to ensure the Company's distribution facilities are not damaged, destroyed, or otherwise disturbed during construction. This responsibility shall extend not only to those in Applicant’s employ, but also to Applicant’s subcontractors, and Applicant shall be responsible for the full cost of repairing such damage.

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UNDERGROUND CONVERSION AGREEMENT BASED ON A BINDING COST ESTIMATE

THIS UNDERGROUND CONVERSION AGREEMENT (the "Agreement") entered into this _____ day of _____, _____ (the "Effective Date") by and between Duke Energy Florida, LLC, d/b/a Duke Energy ("DE") and _____(the "Applicant"). DE and the Applicant shall be referred to individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the Applicant desires to have DE relocate and replace certain of its existing overhead distribution lines and related facilities with new underground distribution lines and related facilities, all as noted in the Work Request, which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, DE is willing to relocate and replace the aforesaid existing overhead facilities with the new facilities set forth in the attached Work Request ("Facilities") at the locations set forth more specifically in the attached Work Request ("Cable Route"); and

WHEREAS, Applicant has paid a deposit in the amount of $_____ ("Deposit") and requested a binding estimate ("Binding Cost Estimate") of the total cost it will be responsible to pay DE for the Relocation Work (as that term is defined below); and

WHEREAS, DE has provided Applicant with the Binding Cost Estimate (in the amount referenced in Article 7 below) and in consideration of DE's performance of the Relocation Work, Applicant agrees to pay DE the Binding Cost Estimate as it may be adjusted in accordance with the terms of this Agreement below;

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, DE and the Applicant hereby agree as follows:

ARTICLE 1. RECITALS

The foregoing recitals are true and correct and are a part of this Agreement.

ARTICLE 2. DEFINITIONS

"Additional Work"- Shall mean the additional work to be performed by DE with respect to this underground conversion project beyond the Relocation Work, as said Additional Work may be authorized by the Parties in accordance with the terms of this Agreement.

"Additional Binding Cost Estimate"- Shall have the meaning given to it in Article 9 of this Agreement.

"Additional Deposit"- Shall have the meaning given to it in Article 9 of this Agreement.

"Agreement"- Shall mean this Underground Conversion Agreement entered into between the Parties.

"Applicant"- Shall mean the counter party to DE under this Agreement as noted in the above first paragraph of this Agreement.

"Applicant Delay"- Shall have the meaning given to it in Article 8 of this Agreement.

"Binding Cost Estimate"- Shall have the meaning given to it in the recitals above and in Article 7 of this Agreement.

"Cable Route"- Shall have the meaning given to it in the recitals above.

"CPR"- Shall have the meaning given to it in Article 17 of this Agreement.

"Deposit"- shall have the meaning given to it in the recitals above.

"Effective Date"- Shall be the date entered in the above first paragraph of this Agreement.

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"Facilities"- Shall mean the facilities specifically described and detailed in the Work Request.

"Final Price"- Shall have the meaning given to it in Article 7 of this Agreement.

"Final Statement"- Shall have the meaning given to it in Article 7 of this Agreement.

"Force Majeure"- Shall have the meaning given to it in Article 14 of this Agreement.

"Notice to Proceed"- Shall mean duly authorized and executed written notice given by the Applicant to DE requesting DE to proceed with the Relocation Work (or Additional Work, if any) under the terms and conditions of this Agreement.

"Party"- Shall mean any single party to this Agreement.

"Parties"- Shall mean both parties to this Agreement.

"DE"- Shall mean Duke Energy Florida, LLC.

"Relocation Work"- Shall mean only that work which is specifically described and detailed in the Work Request and Article 4 of this Agreement.

"Work"- Shall mean the Relocation Work and the Additional Work.

"Work Request"- Shall mean the documents attached to this Agreement as Exhibit A.

ARTICLE 3. CONDITIONS PRECEDENT

3.1 Notwithstanding any other provision hereof to the contrary, this Agreement and the rights and obligations of the Parties set forth herein are expressly subject to and contingent upon:

A. Applicant securing all required easements and rights-of-way for the performance of the Relocation Work;

B. Applicant receiving funding adequate for the payment of all costs and expenses that will be due and owing by Applicant to DE under this Agreement, and the Applicant providing reasonable evidence to DE that Applicant has received or otherwise secured such funding;

C. The issuance by governmental agencies of all required permits and approvals necessary for the performance by both Parties under this Agreement;

D. Applicant paying DE all funds that are required by this Agreement to be paid prior to DE beginning the Relocation Work; and

E. Applicant obtaining written confirmation from all affected DE customers agreeing to accept underground service upon customer's property.

3.2 In the event the conditions in this Article have not been fulfilled or satisfied within____ days of the Effective Date of this Agreement, either Party may terminate this Agreement upon written notice to the other Party with no obligation or liability under this Agreement to the other Party resulting from such termination (other than DE's right to retain the Deposit), or the Parties may mutually agree upon an extension of time within which such conditions may be met. Notwithstanding anything herein to the contrary, DE shall not be required to proceed with the Relocation Work unless and until the above noted conditions precedent have been satisfied or mutually waived in writing by the Parties. Further, notwithstanding anything herein to the contrary, it is the intention of the Parties that the provisions of this Article 3 also shall apply to any Additional Work, so that the Parties' rights and obligations with respect to any such Additional Work is expressly subject to and contingent upon the satisfaction of the conditions set forth above within ___ days of the date of the amendment authorizing such Additional Work, and failing which either Party may terminate the subject amendment upon written notice to the other Party with no obligation or liability under this Agreement or that amendment to the other Party resulting from such termination (other than DE's right to retain the Additional Deposit, if any), or the Parties may mutually agree upon an extension of the time within which such conditions may be met.

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ARTICLE 4. DE'S SCOPE OF WORK

4.1 In consideration of the payments by Applicant of the amounts set forth in Article 7 below, DE shall provide (except to the extent excluded in the Work Request) the following as part of the Relocation Work:

A. Dismantle and at DE's discretion salvage or dispose of existing overhead distribution lines and facilities which will be replaced by the Facilities;

B. Design, permit, install and test the Facilities within the designated locations in the Cable Route;

C. Install, by directional bore, open-trench or such other means or methods as DE may determine in its sole discretion, all new primary and secondary cable, wire, conduit and appurtenances;

D. Perform all Relocation Work in accordance with applicable laws, including locating, positioning and installing (at DE's sole discretion) switchgear, pad-mounted transformers, service pedestals, pull boxes, and other related distribution equipment in accordance with the National Electrical Safety Code and other applicable industry standards, if any;

E. Modify existing DE distribution facilities located outside the Cable Route boundary as determined by DE in its sole discretion for connection to the Facilities;

F. To the extent authorized in the Work Request and to the extent the Applicant has obtained the necessary consents of the residential service users to the conversion, coordinate with such users and convert affected residential service laterals from overhead to underground;

G. Procure and maintain such insurance as DE may determine in its sole discretion is appropriate to cover property damage, personal injury and general liability of DE and its contractors, if any, arising out of or relating to their performance of the Relocation Work;

H. Provide reasonable notice to DE's customers regarding planned interruptions of electric service occasioned by the Relocation Work; and,

I. Maintain a safe work site in compliance with applicable laws, rules and safety standards pertaining to installation of the Facilities.

4.2 The above noted provisions also shall apply to and be deemed a part of any Additional Work hereafter authorized by the Parties in accordance with the terms set forth herein, except to the extent otherwise expressly noted in the applicable amendment.

ARTICLE 5. APPLICANT'S RESPONSIBILITIES

The following are Applicant's responsibilities, to be provided or satisfied by Applicant at no cost to DE:

A. Within _____ days of the Effective Date, Applicant shall provide a Notice to Proceed for the Relocation Work to DE, and shall convey to DE a non-exclusive and irrevocable license to use any easement, right-of-way or other appropriate real property interest which Applicant has with respect to the performance of the Relocation Work and the delivery of utility services thereafter by DE. Subject to the other terms of this Agreement, upon receipt of the Notice to Proceed, DE shall commence with the performance of the Relocation Work. DE shall notify Applicant, in writing, when DE believes it has received all necessary easements and rights-of-way for the Relocation Work to be obtained and provided by Applicant;

B. With respect to any Additional Work authorized by the Parties in accordance with the terms set forth herein, each amendment authorizing any such Additional Work shall address the date by when Applicant is to provide a Notice to Proceed for the subject Additional Work, as well as the date by when Applicant shall convey to DE a non-exclusive and irrevocable license to use any easement, right-of-way or other appropriate real property interest which Applicant has with respect to the performance of the subject Additional Work and the delivery of utility services thereafter by DE. DE shall notify Applicant in writing when DE believes it has received all necessary easements and rights-of-way for the subject Additional Work to be obtained and provided by Applicant. Subject to the other terms of this Agreement and the applicable amendment, DE shall not commence performance of the subject Additional Work until all conditions to be fulfilled by Applicant as to that Additional Work have been satisfied and DE has received Applicant's Notice to Proceed for that subject Additional Work;

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C. The Applicant shall cooperate and assist DE's permitting efforts with respect to the Work and shall not take any action (or fail to take any action required of it) that violates the conditions of any permits and approvals from any applicable governmental entities so as to allow DE to: (a) relocate the Facilities within the Cable Route, (b) cross any federal, state, or local highway or cross any rail lines or corridors along the Cable Route necessary to relocate the Facilities, and (c) otherwise perform the Work as planned by DE;

D. With respect to all easements and rights-of-way to be provided by Applicant, it is Applicant's responsibility to clear, survey, stake, and grade to within six inches of final grade, at no cost to DE, all such easements and rights-of-way. All such clearing, surveying, staking and grading must be accomplished by Applicant so as to cause no delay to DE's performance of the Work. Accordingly, as part of its clearing and grading obligation hereunder, Applicant is responsible for all removal and restoration of buildings, roads, driveways, sidewalks, patios, fences, ditches, landscaping, sprinkler systems, and all other improvements or utilities located within the easements and rights-of-way to be provided by Applicant, at no cost to DE, all such removal and restoration work located within the easements and rights-of-way to be performed so as to cause no delay to the performance of the Work by DE;

E. Applicant shall provide traffic management along affected roadways within the Cable Route;

F. Applicant is responsible for making all arrangements necessary with all other utilities or joint users of DE's above ground facilities (including telephone and cable) to remove their equipment and facilities at no cost to DE and in a manner and schedule so as not to delay DE's performance of the Work. Applicant shall acquire all contracts or agreements required to provide for the timely removal of all such joint users' equipment and facilities, and provide a copy of all such contracts and agreements to DE upon request from DE;

G. Applicant is responsible for ensuring that DE's distribution facilities are not damaged, destroyed or otherwise disturbed during the performance of Applicant's responsibilities hereunder. This obligation extends not only to Applicant's employees, but also to any contractors, subcontractors, consultants or agents of Applicant. Applicant is responsible for the full cost of repairing any such damage, destruction or disturbance; and

H. Applicant is responsible for making all necessary arrangements with all affected DE customers to prepare their premises and service entrance in a timely manner for underground service, so as not to delay DE's performance of the Work. All such consents, arrangements, and preparations shall be provided by Applicant at no cost to DE.

ARTICLE 6. **TERM**

The Term of this Agreement shall commence upon the Effective Date and shall continue until the end of the period set forth in Article 8, unless terminated earlier by a Party in accordance with the terms set forth herein.

ARTICLE 7. PRICE AND PAYMENT TERMS

A. DE has provided Applicant, and Applicant has accepted, the Binding Cost Estimate of DE's costs to perform the Relocation Work in the amount of $_____, which is the price to be paid by Applicant for the Relocation Work performed by DE under this Agreement, subject to adjustment for the Final Price in accordance with the provision of this Article.

B. The Binding Cost Estimate shall be paid by Applicant in accordance with the Payment Schedule attached hereto and incorporated herein as Exhibit B. With respect to any Additional Work authorized hereunder, the compensation to be paid DE for such Additional Work, including the payment of any Additional Deposit and Additional Binding Cost Estimate amount for such Additional Work, shall be made by Applicant in accordance with the terms set forth in the subject amendment authorizing that Additional Work.

C. Because the Binding Cost Estimate is only for the Relocation Work to be performed by DE, it does not cover the costs associated with Applicant's performance of its responsibilities with respect to this Project, which costs include the cost of: (a) conversion of customers' meter bases to accommodate underground service, (b) an underground street lighting system**,** (c) easement acquisition; (d) restoration of landscaping, sprinkler system sidewalks, road pavement and other existing improvements within the required easements or rights-of-way, and (e) underground conversion or relocation of other utilities' facilities (telephone, cable, etc.).

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D. The Parties acknowledge that the Binding Cost Estimate and any Additional Binding Cost Estimate(s) are based on estimates of the various cost components that comprise the Relocation Work and Additional Work, and that the actual cost of the Work subject to the Binding Cost Estimate and Additional Binding Cost Estimate(s) may be more or less than the amounts reflected in the Binding Cost Estimate and applicable Additional Binding Cost Estimates. Within approximately ninety (90) days following the completion of the Work, DE shall furnish to Applicant an itemized statement signed by an authorized representative of DE setting forth the actual final costs of the Work ("Final Statement"). The sums of the final actual costs of the Relocation Work plus the Additional Work (if any) is the final price to be paid hereunder by Applicant to DE ("Final Price"); provided, however, in no event may a sum of more than 10% above the Binding Cost Estimate for the Relocation Work or a sum of more than 10% above the Additional Binding Cost Estimate for any particular Additional Work, be included in the Final Price amount. If the sum of all payments theretofore made by Applicant for the Work (including the Deposit and any Additional Deposits) is less than the Final Price, Applicant shall pay the remaining balance to DE within thirty (30) days after presentment of the Final Statement by DE. If the sum of such payments made by Applicant for the Work is greater than the Final Price, DE shall refund the difference to Applicant within thirty (30) days after the presentment of the Final Statement. If Applicant objects to any of the amounts reflected in the Final Statement, Applicant shall provide DE with written notice of same, stating in detail the objections Applicant has to the Final Statement. Applicant shall provide that written notice within fourteen (14) calendar days of receiving the Final Statement. All items in the Final Statement not expressly objected to by Applicant in writing within said fourteen (14) day period shall be deemed accepted by Applicant as being final and binding, without any further right to challenge or appeal such items.

E. If Applicant fails to pay any amount owed DE hereunder when due, such past due amounts shall accrue interest at the rate of 18% per annum or the maximum legal rate, whichever is lower. Further, if Applicant fails to make any undisputed payment owed DE hereunder within five (5) business days of receiving written notice from DE that such payment is past due, DE may suspend performance of all or any portion of the Work until such past due amounts have been paid in full. Any such suspension shall be deemed an Applicant Delay (as defined in Article 8 below) and Applicant shall be liable for all costs and damages incurred by DE as provided in Article 8.

ARTICLE 8. **WORK SCHEDULING**

A. Upon DE's receipt of Applicant's Notice to Proceed and the satisfaction or mutual waiver of the conditions precedent set forth in Article 3 above, DE will commence performance of the Relocation Work.

B. DE shall endeavor to complete the Relocation Work by _____, as said date may be extended for reasons beyond the fault or control of DE.

C. DE may utilize contractors in the performance of the Work, but such use of contractors shall not relieve DE of any of its obligations under this Agreement. Any such contractor shall not be considered a contractor to Applicant and Applicant shall not enter into any contracts directly with any such contractors during the term of this Agreement regarding any work associated with the conversion project anticipated under this Agreement.

D. If the Work falls behind schedule: (i) for reasons due to a Force Majeure event (as defined in Article 14) or any other reason not due to the fault or beyond the control of DE, its contractors, agents or employees; (ii) as the result of the actions or inactions of Applicant, its contractors, employees or agents ("Applicant Delay"), or (iii) as a result of the actions or inactions of any third parties, the time period referenced in Section 8.B above shall be extended for each such day of delay. Further, in the event of any such delay, DE, at its sole discretion, may accelerate the performance of the Work to mitigate the impact of such delay on the schedule. To the extent the delay is attributable to an Applicant Delay; Applicant shall be liable to DE for all increased costs and expenses incurred by DE, including any acceleration or other schedule impact costs and delay damages incurred by DE or its contractors, as a result of such delay. All such increased cost and expenses, damages, acceleration and other impacts associated with any such delay shall be deemed Additional Work under this Agreement. If Applicant refuses to execute an amendment to this Agreement reasonably acceptable to DE equitably adjusting DE's time and compensation under this Agreement for such Additional Work, among any other rights or remedies it may have hereunder, DE may suspend all or any portion of the Work until such time as that amendment is executed by the Parties and delivered to DE. If the delay is due to any reason other than an Applicant Delay or the fault or neglect of DE, Applicant shall have the right to request DE to accelerate its performance of the Work, to the extent commercially reasonably

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possible, in an attempt to mitigate the impact of the delay upon the schedule. Provided, however, DE shall perform such requested acceleration work only if the Parties reach written agreement upon the scope and the time and compensation adjustment for such acceleration work, which agreement shall be in the form of an amendment to this Agreement, and the acceleration work shall be deemed Additional Work hereunder. Until such amendment is executed by the Parties, DE shall have no obligation to accelerate its performance of the Work as a result of any such delay. If the Work falls behind schedule for reasons attributable to the fault or neglect of DE, its contractors, agents or employees, DE shall, to the extent commercially reasonably possible and as Applicant's sole and exclusive remedy for any such delay, accelerate its performance of the Work in an attempt to mitigate the impact of such delay upon the schedule, at no increased cost to Applicant.

ARTICLE 9. ADDITIONAL WORK

Any Additional Work to be performed by DE beyond the Relocation Work with respect to this underground conversion project must be authorized by a written amendment to this Agreement executed by both Parties. DE shall not be required to perform any Additional Work except to the extent a mutually acceptable amendment is executed by the Parties that sets forth the scope, compensation, schedule and other relevant terms concerning such Additional Work. To the extent the Additional Work involves the underground conversion of overhead facilities owned by DE that are not included within the scope of Relocation Work, Applicant may request DE to provide a binding estimate for the cost of such Additional Work ("Additional Binding Cost Estimate"). In the event that Applicant makes such a request, Applicant shall be required to pay an additional deposit ("Additional Deposit") in an amount to be mutually agreed to by the Parties. If the Parties fail to reach agreement on the Additional Deposit or Applicant otherwise fails to pay the Additional Deposit, DE shall not be required to provide the Additional Binding Cost Estimate. In the event an Additional Binding Cost Estimate is provided by DE for certain Additional Work, but the parties fail to reach agreement on the amendment for such Additional Work within 180 days from the date the Additional Binding Cost Estimate is provided to Applicant, besides not being required to perform such Additional Work, DE shall retain the Additional Deposit as compensation for preparing and providing the Additional Binding Cost Estimate. Notwithstanding anything herein to the contrary, in the event Applicant requests DE to perform additional underground conversion work beyond the scope of the Work then authorized by this Agreement, DE shall have the right to require any such work be performed pursuant to a new and separate agreement between the Parties.

ARTICLE 10. DIFFERING SITE CONDITIONS; INSPECTIONS BY THE APPLICANT

A. DE shall stop the performance of the Work and immediately notify Applicant, if any of following differing or changed site conditions is discovered:

1. Subsurface or latent physical conditions in the Cable Route differing materially from those anticipated by DE in preparing its Binding Cost Estimate or Additional Binding Cost Estimate, as applicable; or
2. Other conditions, differing materially from those reflected in any information or documents concerning site conditions provided to or obtained by DE or of a nature not ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

B. As soon as practical after such notice, DE shall provide Applicant a written notice including a general description of any such differing or changed site conditions, a determination of whether DE can proceed with the Work despite such conditions and, if so, whether such conditions will cause an increase or decrease in the cost of, or the time required for, performance of the Work. Upon receipt of any such notice, and if DE has determined it can proceed with the Work, Applicant may either (i) request the Work to proceed, in which event, all increased and additional work incurred by DE in response to the differing or changed conditions shall be deemed Additional Work subject to the terms of Article 9 above, (ii) request DE to otherwise modify the scope of the Work to avoid the cost of the differing or changed conditions on terms mutually acceptable to both Parties, or (iii) request DE to discontinue the Work and demobilize its work force. Applicant shall issue its request in writing to DE as soon as possible, but in any event, within five (5) business days from its receipt of the notice. In the event Applicant exercises its right under (iii) above, it shall be considered a termination for convenience by Applicant and DE shall determine the Final Price based on the Work performed, including DE's reasonable demobilization costs. The Parties acknowledge that any costs associated with differing or changed site conditions are separate and not included in the Binding Cost Estimate or any Additional Binding Cost Estimate.

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C. The discovery of hazardous material within the Cable Route, not specifically identified in either the Work Request or applicable amendment with respect to its location and quantity, shall be deemed to be a differing site condition pursuant to this Article. If hazardous materials are discovered, DE shall give prompt notice to Applicant of such discovery and stop that portion of the Work affected by such materials, and DE shall not recommence such portion of the Work until Applicant, at no cost to DE, has removed or otherwise neutralized such hazardous materials to DE's satisfaction. Any such suspension of the Work being deemed an Applicant Delay, with Applicant being responsible for all costs and damages as provided in Article 8 above. To the maximum extent permitted by law, Applicant agrees to indemnify, defend and hold DE and its contractors, employees and agents harmless from any cost, expense, damage, claim, liability, obligation, demand, loss, cause of action, or suit arising out of or relating to any such hazardous materials encountered during the performance of the Work, except to the extent such hazardous materials were brought onto the Cable Route by DE or its contractors, employees or agents. This indemnification, defense and hold harmless obligation shall survive the termination or expiration of this Agreement.

D. Applicant reserves the right during the performance of the Work to conduct, at its own expense, reasonable field inspections to verify compliance of the Work with the requirements of this Agreement, provided, however, that any such inspections by Applicant shall be conducted in a manner so that they do not unreasonably interfere with or delay the performance of the Work. Applicant shall promptly notify DE in writing of any Work that is incomplete or otherwise fails to comply with this Agreement. Any such Work that the Parties mutually agree to be non-compliant or incomplete shall be corrected by DE.

ARTICLE 11. WARRANTY

A. In the event that DE uses its own employees to perform such portions of the Work performed under this Agreement, DE warrants only that such Work hereunder shall be performed with that degree of skill and care which is customarily exercised in the industry by experienced firms with respect to work of a similar or like nature. In the event that DE hires a contractor to perform a portion of the Work required hereunder, DE makes no warranties or representations concerning that Work, except DE agrees to assign the contractor's warranties, if any, to Applicant for such Work.

B. **EXCEPT AS EXPRESSLY STATED HEREIN, DE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER STATUTORY, BY OPERATION OF LAW OR OTHERWISE, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE, OR ANY OTHER MATTER WITH RESPECT TO THE WORK PERFORMED HEREUNDER. ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY WAIVED.**

ARTICLE 12. INDEMNIFICATION

Subject to the other terms of this Agreement, including the terms of Article 13 below, the Parties shall indemnify, defend and hold each other harmless from any and all claims, liabilities, obligations, damages, costs and expenses (including, but not limited to, reasonable attorney's fees) or causes of action of whatsoever kind or nature for injury to or death of any person (including indemnitee's employees), and for damage to or destruction of property (including indemnitee's property), to the extent resulting from any or all negligent acts or omissions or willful misconduct of the indemnifying Party or anyone for whose acts that the indemnifying Party may be liable in connection with this Agreement. The indemnification, defend and hold harmless obligation shall survive the termination or expiration of this Agreement.

ARTICLE 13. LIMITATION OF LIABILITY

A. Notwithstanding anything in this Agreement to the contrary, in no event shall DE be liable for demands by Applicant for any incidental, indirect, special, consequential, exemplary, punitive, or multiple damages resulting from any claim or cause of action, whether brought in contract, tort, or under any other legal theory.

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B. Notwithstanding anything in this Agreement to the contrary, DE's sole liability to Applicant for any non-conforming Work shall be to correct the defective Work, of which written notice must be given by Applicant to DE no later than seven (7) business days after such non-conforming Work is discovered or should have reasonably been discovered by Applicant. In any event, the aggregate liability of DE to Applicant arising out of or in connection with this Agreement shall not exceed the Final Price payable to DE for the Work performed hereunder.

ARTICLE 14. FORCE MAJEURE

A. Except for a Party's obligation to pay the other Party any sum of money owed it hereunder, neither Party shall be liable for its failure to perform hereunder if such failure is due to any act or circumstance beyond the reasonable control, and not due to the fault or neglect of, of the Party claiming the event of Force Majeure event including, but not limited to the following acts or circumstances: (i) act(s) of God, (ii) war or wars, (iii) government regulation by a governmental authority having jurisdiction (including, but not limited to, any law, rule, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency), (iv) act(s) or threatened act(s) of terror, including, but not limited to any acts by organized groups of terrorists or any acts of a public enemy (v) disaster(s) (including, but not limited to, hurricane, tornado, tropical storm, earthquake, or major storm), (vi) any pandemic, epidemic, pestilence, plague, or outbreak, (vii) strike, lockout, or industrial disputes, (viii) civil disorder, riot, or disturbance of the peace, (ix) any third party act for which the Party who fails to perform is not responsible, or (x) any other condition or circumstance, whether similar to or different from the foregoing (it being agreed that the foregoing enumeration shall not limit or be characteristic of such conditions or circumstances) beyond the reasonable control and fault of the Party claiming the Force Majeure event.

B. In the event that either Party is rendered unable, wholly or in part, by reason of an event of Force Majeure to perform any obligations set forth in the Agreement, other than an obligation to pay a sum of money owed hereunder by one Party to the other, then such Party shall give the other Party written notice and reasonably full particulars of such event as soon as practicable after the occurrence thereof, and thereafter, the obligations of both Parties shall be suspended to the extent and for the period of such Force Majeure condition and such cause shall be remedied with all reasonable dispatch. Settlement of strikes and lockouts shall be entirely within the discretion of the Party affected and the requirement that any event of Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the parties directly or indirectly involved in such strikes or lockouts when such course is inadvisable in the discretion of the Party having such difficulty.

C. To the extent the Force Majeure event causes a delay or an increase in costs or expenses to DE, Applicant shall be liable to DE for all increased costs and expenses incurred by DE, including any acceleration or other schedule impact costs and delay damages incurred by DE or its contractors, as a result of such Force Majeure event. All such increased cost and expenses, damages, acceleration and other impacts associated with any such delay shall be deemed Additional Work under this Agreement. If Applicant refuses to execute an amendment to this Agreement reasonably acceptable to DE equitably adjusting DE's time and compensation under this Agreement for such Additional Work, among any other rights or remedies it may have hereunder, DE may suspend all or any portion of the Work until such time as that amendment is executed by the Parties and delivered to DE.

ARTICLE 15. NOTICE

A. Unless otherwise stated herein, any notice required hereunder must be given in writing to the below-designated representative of each Party within the required specified period of time. Notice is deemed to be delivered by the Party providing such notice to the receiving Party at the address provided in Paragraph B below in the following manner: (1) upon hand-delivery; (2) upon confirmation of transmittal by facsimile or telex; (3) within five (5) business days after depositing such notice with the United States Postal Service first-class, registered or certified mail; or (4) within two (2) business days after depositing such notice with a nationally-recognized overnight courier service.

B. The Parties' respective authorized representatives and mailing addresses are as follows:

FOR REVIEW ONLY

DE:	The Applicant:
Duke Energy Florida, LLC	The _____ of _____
_____	_____
_____	_____
Attn: _____	Attn: _____
Fax: _____	Fax: _____

C. Either Party may change its address or designated representatives for the receipt of notice, requests or other communications hereunder by providing the other Party with notice within ten (10) business days and in accordance with Paragraph A of this Article.

ARTICLE 16. TERMINATION

In the event either Party is unable to perform its obligations because of any Force Majeure as defined in Article 14 herein, the Party awaiting performance by the other Party may elect to terminate this Agreement by giving written notice to the non-performing Party if the Force Majeure exceeds one hundred twenty (120) days. In the event either Party is in default of any of its material obligations under this Agreement, the non-defaulting Party shall notify the defaulting Party in writing, setting forth in detail the default. If the defaulting Party fails to commence to diligently and continuously cure such default within fourteen (14) days of receipt of the written notice from the non-defaulting Party, the non-defaulting Party may terminate this Agreement upon giving the defaulting Party written notice of such termination. Within approximately ninety (90) days following any termination of this Agreement, DE shall furnish to Applicant the Final Statement referenced in Article 7 above setting forth the Final Price for the Work to be paid by Applicant, including DE's reasonable demobilization costs.

ARTICLE 17. DISPUTE RESOLUTION

Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties shall meet at a mutually acceptable time and place within ten (10) business days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. In such meetings and exchanges, a Party shall have the right to designate any information that a Party offers as confidential, and no designated confidential information exchanged in such meetings for the purpose of resolving a dispute will be used by a Party in litigation against another Party. If the matter has not been resolved by these individuals within thirty (30) calendar days of the disputing Party's notice, or if the Parties fail to meet within ten (10) business days as required above, either Party may initiate mediation as provided hereinafter. The mediation proceeding shall be conducted in accordance with the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Dispute or other mutually agreed upon procedures, with the following exceptions:

(1) if the Parties have agreed to pursue mediation but have not agreed within thirty (30) calendar days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either Party, shall appoint a member of the CPR Panel of Neutrals as the mediator; and

(2) efforts to reach a settlement shall continue until the conclusion of the proceeding, which is deemed to occur when: a) a written settlement is reached, or b) the mediator concludes and informs the Parties in writing that further efforts would not be useful, or c) the Parties agree in writing that an impasse has been reached. Neither Party may withdraw before the conclusion of the proceeding; provided, however, notwithstanding the foregoing, an impasse shall be deemed to have occurred if the Parties have failed to execute a written settlement within ninety (90) calendar days after the date the mediation proceeding was initiated by either Party.

If the Parties are unable to resolve the dispute and litigation proves necessary, either Party may initiate such litigation.

FOR REVIEW ONLY

ARTICLE 18. GOVERNING LAW AND VENUE

This Agreement and the rights and obligations of the Parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any principles of conflicts of laws where the giving of effect to any such principles would result in the laws of any other state or jurisdiction being applied to this Agreement.

ARTICLE 19. ENTIRE AGREEMENT

The Agreement constitutes the entire understanding between DE and Applicant relating to the subject matter hereof, superseding any prior or contemporaneous agreements or understanding between the Parties. The Parties shall not be bound by or be liable for any statement, prior negotiation, correspondence, representation, promise, draft agreements, inducement or understanding of any kind or nature not set forth or provided for herein. No prior course of dealing, usage of trade or course of performance shall be used to supplement or explain any term, condition, or instruction used in this Agreement.

ARTICLE 20. MODIFICATION

No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

ARTICLE 21. WAIVER

There shall be no waiver by either Party of any right, remedy, term, condition, or provision of this Agreement unless such waiver is expressed in writing and signed by the Party against which such waiver is sought to be enforced. Nor shall any usage of trade, course of dealing, practice of performance, or failure to strictly enforce any term, right, obligation or provision of this Agreement by either Party be construed as a waiver of any provision herein unless such waiver is expressed in writing and signed by the Party against which such waiver is sought to be enforced.

ARTICLE 22. SEVERABILITY

In the event any provision, or any part or portion of any provision of this Agreement shall be deemed or defined by any law or order any court or any governmental agency, or regulatory body having jurisdiction over either Party, or held or declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the Parties shall be reduced or abated only to the extent required to remove or cure such illegal or unenforceable portion, so long as the Agreement is not affected in a manner or to the extent which would render it economically, technically, materially, or commercially infeasible to either Party.

ARTICLE 23. SURVIVAL OF PROVISIONS

Neither termination nor cancellation of this Agreement shall be deemed to relieve the Parties of any obligations hereunder that by their nature survive termination or cancellation including, but not limited to, all warranty, indemnification, and limitation of liability obligations.

ARTICLE 24. CAPTIONS

The headings used throughout this Agreement are inserted for reference purposes only and are in no way to be construed as a limitation of the scope of the particular sections to which they refer.

ARTICLE 25. REPRESENTATIONS AND WARRANTIES FROM APPLICANT

25.1 Applicant represents and warrants as follows:

FOR REVIEW ONLY

A. Applicant is a [public body/association/company] duly formed, validly existing, and in good standing under the laws of the State of Florida with its principle place of business and chief executive offices at its address set forth herein.

B. This Agreement, including all Exhibits referenced herein, on execution, will constitute valid obligations of Applicant, enforceable in accordance with their terms. The consummation of the transactions or actions contemplated by this Agreement, and the performance of any of the terms and conditions of this Agreement, will not result in a breach of, or constitute a default in, Applicant's organizational documents or in any deed, deed of trust, covenant, restriction of record, note, loan agreement, credit agreement, bond or trust indenture, or any other agreement to which Applicant is a party or by which Applicant may be bound or affected. Applicant is not in default of any order of any court or any requirement of any governmental authority that could materially adversely affect this Agreement or the easements or rights-of-way for and property along the Cable Route.

C. This Agreement is not misleading, and fully and fairly states all material facts relevant to the matters with which it purports to deal. There is no fact of which Applicant is aware that Applicant has not disclosed to DE in writing that could materially adversely affect this Agreement or the easements or rights-of-way for and property along the Cable Route. Applicant has furnished DE with a true and complete copy of all documents relating to this Agreement.

D. Applicant holds or will hold within the time periods set forth in this Agreement for obtaining easements and rights-of-way necessary for the Work, full legal and equitable title to the easements and rights-of-way obtained and provided to DE for the Work. The terms and conditions of all new easements and rights-of-way to be provided by Applicant hereunder, shall be substantially similar to the terms and conditions of the original easements or rights-of-way for the existing overhead facilities being relocated hereunder, unless otherwise agreed to in writing by DE, in its sole discretion.

E. There are no actions, suits, or proceedings pending or, to the knowledge of Applicant, threatened, in any court or before or by any governmental authority against or affecting Applicant or any of the property along the Cable Route, which, if adversely determined, would have a material adverse effect on the property along the Cable Route or impair the ability of Applicant to complete its obligations under this Agreement, or which involve the validity, enforceability, or priority of this Agreement and any easements or rights-of-way for the Work, at law or in equity.

F. There are no governmental requirements prohibiting the use and operation of the property along the Cable Route for the Relocation Work. There are no, nor are there any alleged or asserted, violations of governmental requirements, law, regulations, ordinances, codes, permits, licenses, declarations, covenants, conditions, or restrictions of record, or other agreements relating to the easements and rights-of-way for or property along the Cable Route. Applicant has obtained or is not aware of any reason why it cannot obtain all necessary easements, rights-of-way, permits, licenses, consents, or approvals for performance of the Relocation Work.

G. DE will have adequate access to perform the Relocation Work. Further, the property along the Cable Route is not located in a flood zone as defined in the Flood Disaster Protection Act of 1973, as amended, and the property along the Cable Route is not located within wetlands as defined by any governmental authority, or where wetlands are located on the property along the Cable Route, they have been delineated and all required governmental approvals for the Relocation Work have been obtained by Applicant.

H. The Applicant warrants and represents that it has the legal authority and is duly authorized to enter into each and every provision within this Agreement and to abide by and comply with each and every provision in this Agreement.

25.2 The representations and warranties in this Agreement are made by Applicant as an inducement to DE to enter into this Agreement and Applicant understands that DE is relying on these representations and warranties. These representations and warranties shall survive any breach or default of this Agreement, any bankruptcy

FOR REVIEW ONLY

proceedings involving Applicant, any termination of this Agreement, and any assignment or conveyance of this Agreement.

FOR REVIEW ONLY

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date and year first above written.

DUKE ENERGY FLORIDA, LLC D/B/A

DUKE ENERGY

By: _____ By: _____

_____ _____

printed name printed name

_____ _____

title title

FOR REVIEW ONLY

UTILITY REIMBURSEMENT AGREEMENT
([Local Government] - [Project])

THIS AGREEMENT, made and effective this _____ day of _____, 20__, is by and between **Duke Energy Florida, LLC.**, a Florida corporation (hereinafter referred to as "DEF"), and **[Local Government]**, in Florida (hereinafter referred to as "the Local Government").

WITNESSETH:

WHEREAS, as a Florida public utility, DEF has the right under Florida law to construct, operate and maintain its utility facilities upon Florida public road right of way including but not limited to, ***[Road]*** in **[County, City or Town]**, Florida; and

WHEREAS, DEF has constructed and now operates and maintains certain electric line facilities near, upon, along, within and/or adjoining ***[Road]***, all of which are more particularly depicted or described on the attached Exhibit "A" (hereinafter referred to as "the Utility Facilities"); and

WHEREAS, the Local Government is requesting DEF to convert the overhead Utility Facilities to underground ("UGC Work")**;** and

WHEREAS, simultaneous with execution of this Reimbursement Agreement, DEF and Local Government have entered into that certain Underground Conversion Agreement ("UGC Agreement") to perform such underground UGC Work.

WHEREAS, the UGC Agreement requires, among other things, that Local Government secure certain property rights for the UGC Work as further described therein.

WHEREAS, as consideration for DEF relocating the Utility Facilities in accordance with the UGC Agreement, Local Government hereby agrees to pay the costs in accordance with the UCG Agreement as well as this Reimbursement Agreement; **NOW, THEREFORE**, for and in consideration of the mutual promises from, to and between DEF and the Local Government, hereinafter contained, DEF and the Local Government do hereby agree to and with each other, as follows:

FOR REVIEW ONLY

Recitals. The Parties agree that the above recitals are true and correct and are incorporated into this Agreement.

UGC Work. DEF will relocate the Utility Facilities as depicted in the UGA. The preliminary estimated cost thereof is set forth in the UGA.

Future Relocation Work.

A. As consideration for DEF relocating the Utility Facilities in accordance with the UGC Agreement, Local Government hereby agrees to pay (1) all costs incurred by DEF in accordance with the terms of the UGC Agreement and (2) for any and all future relocation costs and expenses incurred by DEF to the extent such Utility Facilities need to be relocated due to any local, state, or federal road or highway improvement project or for any other work or project of the Local Government or other governmental agency or third party entity which interferes with the Utility Facilities ("Future Relocation Work"). The Local Government shall reimburse DEF for the costs incurred by DEF to perform any Future Relocation Work within thirty (30) days of receipt of an invoice from DEF for such Future Relocation Work. Said statement shall include supporting documentation to substantiate the invoice. DEF shall have the right to submit such statements for progress payments as the Work proceeds and such statements shall be paid within thirty (30) days of receipt.

B. DEF shall not start the Work or any Future Relocation Work until all conditions precedent set forth in the UGA and below have been satisfied by Local Government, including but not limited to the following: (a) written notice has been given to DEF by the Local Government that (i) the Work has been authorized and funds are available to reimburse DEF, and (ii) all necessary public road right of way and easement areas have been acquired for the Work and all obstructions or obstacles have been removed (clean, cleared and ready to go) and all utility locates have been performed, (b) the Local Government has denoted the public road right of way line in the area of the Work, by staked survey at not more than 100 foot intervals with station markings, (c) the Local Government has trimmed/removed all vegetation away from the public road right of way in the area of the Work, as reasonably determined by DEF, and (d) the

FOR REVIEW ONLY

Local Government and DEF have executed the Underground Conversion Agreement and this Reimbursement Agreement for the Work.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by through their duly authorized representatives, effective the date first above written.

DUKE ENERGY FLORIDA, INC.

_____
(Signature)

_____
(Name, Printed or Typed)

_____
(Position)

[Local Government]

By: _____
Printed Name: _____
Printed Title: _____
Dated: _____

By: _____
Printed Name: _____
Printed Title: _____
Dated: _____

By: _____
Printed Name: _____
Printed Title: _____
Dated: _____

Attest:
_____
Treasurer

FOR REVIEW ONLY

City of Madeira Beach Undergrounding Scope of Services to be Performed "COORDINATION PHASE"

Underground Project Management (COORDINATION)

Guld Drive	Consultants Costs			EST HOURS/WEEK
Project Management	**Hours**	**2021 Rate**	**Fee**	
Sr Project Manager	72	$ 171.00	$12,312.00	4
Project Manager	216	$ 151.00	$32,616.00	12
Assistant PM/ Project Administrator	0	$ 128.00	$0.00	If Needed
Scheduler	0	$ 151.00	$0.00	If Needed
Project Administrator	0	$ 132.00	$0.00	If Needed
Inspector Aide/Intern	0	$ 61.00	$0.00	If Needed
Inspector	0	$ 113.00	$0.00	If Needed
Contract Support Specialist	0	$ 96.00	$0.00	If Needed
Administrative	28	$ 58.00	$1,624.00	2
			$46,552.00	

City of Madeira Beach Undergrounding Scope of Services to be Performed "DESIGN/PLANNING/PRE-CONSTRUCTION PHASE"

Underground Project Management (COORDINATION)

Gulf Drive	Consultants Costs			EST HOURS/WEEK
Project Management	**Hours**	**2021 Rate**	**Fee**	
Sr Project Manager	60	$ 171.00	$10,260.00	4
Project Manager	270	$ 151.00	$40,770.00	18
Assistant PM/ Project Administrator	0	$ 128.00	$0.00	If Needed
Public Information	0	$ 102.00	$0.00	If Needed
Project Administrator	0	$ 132.00	$0.00	If Needed
Inspector Aide/Intern	0	$ 61.00	$0.00	If Needed
Inspector	0	$ 113.00	$0.00	If Needed
Contract Support Specialist	0	$ 96.00	$0.00	If Needed
Administrative	36	$ 58.00	$2,088.00	3
			$53,118.00	

City of Madeira Beach Undergrounding Scope of Services to be Performed "CONSTRUCTION & CLOSE-OUT PHASE"

Underground Project Management (CONSTRUCTION)

Gulf Drive	Consultants Costs			EST HOURS/WEEK
Project Management	Hours	2021 Rate	Fee	
Sr Project Manager	215	$ 171.00	$36,765.00	4
Project Manager	1366	$ 151.00	$206,266.00	18
Assistant PM/ Project Administrator	0	$ 128.00	$0.00	0
Public Information	0	$ 102.00	$0.00	0
Project Administrator	0	$ 132.00	$0.00	0
Inspector Aide/Intern	0	$ 61.00	$0.00	0
Inspector	1300	$ 113.00	$146,900.00	20
Contract Support Specialist	0	$ 96.00	$0.00	0
Administrative	231	$ 58.00	$13,398.00	3
			$403,329.00	

City of Indian Rocks Beach Undergrounding Scope of Services to be Performed "CONSTRUCTION"

ESTIMATED SCHEDULE OF VALUES

Duke	EST QNTY	Unit	TOTAL
1-2.5"	1475	LF	$ 30,956.56
1-3"	1750	LF	$ 41,256.25
1-4"	4875	LF	$ 123,337.50
1-6"	1200	LF	$ 35,880.00
2-3"	1875	LF	$ 60,375.00
2-4"	1250	LF	$ 41,687.50
2-6"	5575	LF	$ 288,506.25
Switch Cabinet	10	EA	$ 12,075.00
Delta Bank	9	EA	$ 8,021.25
1PH TX	40	EA	$ 18,400.00
3ph TX	10	EA	$ 8,740.00
Primary Splice Box	28	EA	$ 48,300.00
Feeder Box	11	EA	$ 25,300.00
			$ 742,835.31
Spectrum			
2-2"	9500	LF	$ 229,425.00
Pedistal location	44	EA	$ 6,325.00
Spectrum BCE	1	EA	$ 288,750.00
			$ 524,500.00
Incidentals			
General Conditions	1	LS	$ 23,000.00
Mobalization	1	LS	$ 28,750.00
Concrete remove/replace	1	LS	$ 143,750.00
Asphalt remove/replace	1	LS	$ 40,250.00
General Restoration	1	LS	$ 28,750.00
MOT	175	LS	$ 281,750.00
Dewatering	1	LS	$ 23,000.00
Yard Expense	1	LS	$ -
Survey/Asbuilt	1	LS	$ 28,175.00
Bonds	1	LS	$ 80,500.00
			$ 677,925.00
			$ 1,945,260.31

MADEIRA BEACH - Pinellas County Interlocal Agreement Undergrour

$	373,647.00	20/21
$	1,053,006.00	21/22
$	1,053,006.00	22/23
$	1,053,006.00	23/24
$	1,053,006.00	24/25
$	**4,585,671.00**	
$	(99,670.00)	Utility Consultants of Florida Task 1
$	4,486,001.00	Sub-Total
$	(403,329.00)	Utility Consultants of Florida Task 2
$	4,082,672.00	Sub-Total
$	(1,945,260.31)	Construction - Duke & Carrier Conduit/Concrete Pads/Vaults
$	2,137,411.69	Sub-Total
$	(2,809,777.35)	DUKE Binding Cost Estimate
$	(672,365.66)	Left Over Balance

ıd Conversion

APPROVED Task 1 - Coordination phase and Design/ planning/ pre-construction phase - Task 1

Approved Task 2 - Construction Phase/Planning/Inspection - Task 2

Included in Task 2 approval - Construction Phase/Planning/Inspection - Task 2

Duke Energy Binding Cost Estimate (BCE) Estimated to be $2,075,000.00

Memorandum

Meeting Details: **February 8, 2023**

Prepared For: **Mayor & Board of Commissioners**

From: **Megan Wepfer, Public Works Director**

Subject: **Stormwater Station Generator Replacement located at 14101 N Bayshore Dr.**

Background

The City of Madeira Beach has one stormwater station located at 14101 N Bayshore Dr. In 2007 the city approved improvements to the station which included two (2) new Flyght pumps, new control panel including alarms and flashing lights, and a new diesel generator. The purpose of this stormwater station is to pump the water off the roadway relieving roadway flooding. The current diesel generator is 16 years old and has major rust from sitting directly on the water.

After discussions with vendors and the city mechanic staff has decided to convert the new generator to natural gas. Staff has coordinated with TECO Gas to run a new gas line from Gulf Blvd to the station approximately 550 feet. The cost to run the new gas line is $19,388.00. Tampa Armature Works (TAW) is on the Sourcewell Cooperative Purchasing for Kohler generators and installation. The generator will be a 100KW, 3 Phase, 480 Volt Natural Gas with a hurricane impact enclosure rated at 186 wind load for a cost of $64,830.86.

Without realizing TAW participated in the Sourcewell bidding, I requested quotes from Zabatt Power Systems and Cat Ring power. Zabatt Power Systems quote included the generator and installation for $86,770.74, and ring power doesn't supply natural gas generators for 100KW at this time.

Fiscal Impact

The total cost for the generator and the installation is $64,830.86. Staff has budgeted $125,000 in the stormwater capital equipment budget for FY23.

Recommendation(s)

Staff recommends approval for TAW quote #20154 for the amount of $64,830.86 which includes a 100KW generator and installation for the stormwater station located at 14101 N Bayshore.

Attachments

- TAW Quote #20154
- Zabatt quote #S099435
- RingPower Response to quote

PROPOSAL

TAW POWER SYSTEMS, INC.
6312 7
Riverview, Florida 33578
www.tawinc.com

TOTAL NET VALUE **$64,830.86**

City of Madeira Beach

505 150th Avenue
Madeira Beach, Florida

Proposal #	TAW-20154
Proposal Date	01.09.2023
Project	Madeira Beach Public Works
Contact	David Adams
Expires	02.08.2023
Email	David.Adams@tawinc.com
Mobile Number :	(813)-394-1141
Branch	Riverview
Address	6312 78th Street, Bldgs. 3 & 5, Riverview, FL 33578

Attention: Megan Wepfer

ITEM & DESCRIPTION	AMOUNT
KOHLER Model KG100, EPA Certified Gas Generator Set 100 kW, @ 0.8 PF, 60 Hz, 3 Phase, 277/480 Volt, NG Gas	$64,830.86 64,830.86

APM402 / Controller meets NFPA 110
Enclosure: Sound / Aluminum
Unit Mounted Radiator
Block Heater 120 Volt, 1500 Watt
Flexible Fuel Lines
Gaseous Fuel Filter
Line Circuit Breaker, 100% Rated,
150 Amp, Electronic LSI w/ Shunt Trip, Shunt Trip Wiring
Generator Heater
Battery Rack and Cables
Starting Battery, Lead Acid
Battery Charger: 10 Amps
Remote Emergency Stop, Lockable
Remote Annunciator
Certified Factory Test @ 0.8 P.F.
1 Engine, Generator Parts, Maintenance Manuals & 1 Electronic Manual
Vibration Isolators: Internal

Warranty and Services:
5 Year Comprehensive Warranty
Off-loading @ Job Site
Installation of System
Fuel & Electrical Piping
Gas Train, includes pipe connection with regulator from Customer supplied meter to generator fuel inlet,

max distance of 15'
Initial Start Up and Check Out of System
On Site Testing (Load Bank)

Supplied by Others:
Any Infrared, 3rd Party & NETA Testing - Supply of Fuel

Offer Based Upon: Sourcewell Pricing breakout below

TOTAL KOHLER GEN LIST PRICE: $68,862.00
Sourcewell MEMBER DISCOUNT: $27,544.80
Sourcewell MEMBER PRICE: $41,317.20

FOB KOHLER,WI
KOHLER Awarded Contract: 120617-KOH
KOHLER Contract Maturity Date: 1/29/2024

NON-KOHLER ITEMS AND MODIFICATION LIST PRICE: $22,587.04
Sourcewell MEMBER DISCOUNT: 5%
Sourcewell MEMBER PRICE: $21,457.69

FREIGHT FROM KOHLER,WI. TO JOBSITE LIST PRICE: $970.15
Sourcewell MEMBER DISCOUNT: 5%
Sourcewell MEMBER PRICE: $921.64

STARTUP AND SITE TESTING LIST PRICE: $1,194.03
Sourcewell MEMBER DISCOUNT: 5%
Sourcewell MEMBER PRICE: $1,134.33

Estimated Lead Time
61 to 64 weeks after release of order
Please note: The lead time provided represents the most current factory lead times and is subject to change at the time of order release

Exceptions / Clarifications / Notes:
The gas train installation covers from customer supplied meter to generator, max distance of 15'.

Offer Based Upon:

Note:
Delivery, Start up, and Load testing are quoted as during normal business hours. If after hours, weekend, or holiday work hours are required, the Contractor will be responsible for the overtime differential unless otherwise noted

Total Net Value **$64,830.86**

F.O.B. Factory
Freight Allowed To Job Site
Sales Tax Not Included

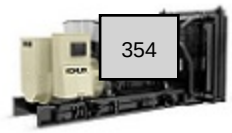
**ADDITIONAL EXCEPTIONS & NOTES:

Terms & Conditions

TAW Power Systems, Inc. STANDARD TERMS and CONDITIONS apply to all offers for purchase and any purchase orders accepted by TAW Power Systems, Inc. You may find a copy under the terms and conditions section at tawinc.com or please contact our office at 800-456-9449 and we will forward you a copy. TAW Power Systems, Inc. will transmit a written delivery schedule based on the manufacturer's confirmation, approximately fifteen (15) days after product release. Also included will be the related progress invoice values based on material shipments.

All TAW Power Systems, Inc. offers, plans, specifications, and technical drawings are copyrighted works and contain proprietary know-how of TAW Power Systems, Inc. and Buyer has no right to reproduce, distribute or publish copies of TAW Power Systems, Inc's copyrighted works or to create derivative works of TAW Power Systems, Inc. copyrighted works without the express written permission of an authorized representative of TAW Power Systems, Inc.

Offer Acceptance Signature _____



Zabatt Inc. Corporate Office
4612 Highway Ave. Jacksonville, FL 32254
Ph: 904-384-4505 Fax: 904-384-7446
Jacksonville | Orlando | Tampa | Miami

PROJECT INFORMATION

Customer		Date	12/20/2022	Quote #	S099435
Project Name	City of Madeira Beach - 141st Ave	** Quote Expires 15 Days From Issue Date*		Revision	

WE ARE PLEASED TO OFFER THE FOLLOWING THE PROPOSAL FOR YOUR PROJECT

Quantity 1 - Generac Industrial generator, consisting of the following features and accessories:

SG100
Stationary Emergency-Standby rated
100kW Rating
277/480 VAC three phase, 60Hz
Natural Gas
Permanent Magnet Excitation
Level 2 Acoustic Enclosure, Aluminum
H-100 Control Panel
150 amp 100% rated thermal-magnetic MLCB
- w/ std factory lugs
- w/ shunt trip & aux contacts

10 Amp Battery Charger
Battery, battery rack & cables
Coolant Heater
Pad type isolators, loose
21 Light Annunciator – Surface
Alternator Strip Heater
Remote Emergency Stop Switch, break-glass, shipped loose
Flex Fuel Line
Std set of 3 Manuals
UL2200
EPA Certified

MISCELLANEOUS

On-Site Start Up and Testing
Gaseous units are NOT field convertible per EPA requirements
FOB Origin, full freight allowed to first destination

WARRANTY

Generator: Standard 2 Year Warranty (from date of performing start up)

THE FOLLOWING IS NOT INCLUDED

Fuel / LP Tank / Plumbing / Meter / Regulator
Load Bank Testing (See adder below)
Service & Maintenance Agreement (See adder below)
Formal Training
Distribution panel and circuit breakers
Not AHCA Compliant

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INSTALLATION - SCOPE OF WORK (LICENSE # EC13007198)

• Remove and dispose of existing generator and fuel. Install new 100KW natural gas generator. Install gas regulator and gas piping not to exceed 50'. Replace or extend electrical conduits and wiring as required for proper operation. Modify the existing generator concrete support pad.

All work to be completed during normal business hours: Monday – Friday 8am – 5pm

***Any alterations or deviations from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate; including and not limited to authority having jurisdictions changes and unforeseen violations.**

EXCLUSIONS

• Engineering or utility company fees • Anything outside scope of work • Surveys not included and may be required by municipality for permiting • Gas piping beyond 50'

PRICE

$86,770.74 **Plus Applicable Sales Tax**
42 - 44 **Week Estimated Ship Date (Equipmento only)**

Customers are responsible for paying sales and use tax on goods shipped outside of the State of Florida.

Zabatt, Inc. is a State of Florida Certified Minority owned business.

Built in discount of 2.5% has been applied to quote for payments that are remitted as cash, check, EFT or wire transfer.

ADDER: to include in the scope of supply a 1 Year Quarterly Maintenance Agreement which consist of (1) Major And (3) Minor visit per year: $1,761.00 plus tax

Major Visit: Includes generator inspection and testing in accordance with factory recommended procedures. Labor to change oil and filters, perform visual fuel inspection, travel mileage and travel time, shop supplies and the following parts: oil and oil filter.

Minor Visit: Includes generator inspection and testing in accordance with factory recommended procedures, travel mileage, and travel time

ADDER: Include 2 hour on-site NFPA resistive load bank testing: $1,224.00 plus tax
(Performed during startup)

ADDER: Quantity 1 - Onelink remote monitoring system described below : $1,500.00 plus tax

Remote monitoring system:
- Email / text alerts for selected alarms
- Wi-Fi, Ethernet, or cellular connectivity
- Password protected WebProtal featuring real-time status and access to 1 week historical data
- Remote start/stop capability
- Includes parts, labor, programming, and training
-1 Year warranty (from date of install)

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-1 Sim card (for cellular monitoring)

-1 One year of cellular service (recurring fee there after)

Note: Hardwired, Ethernet cable from customer network to equipment panel is not included

CHANGES, CANCELLATIONS & RETURNS

Any order or contract may be cancelled by the customer only upon the payment of reasonable charges and expenses incurred by Zabatt on or before the date of receipt by Zabatt of said notice of cancellation. Such reasonable charges and expenses may include, but are not limited to, any cancellation charges incurred by Zabatt for the cancellation and/or any liabilities for orders or commitments for materials or services previously ordered by Zabatt in connection with the cancelled customer order or contract. No material or product may be cancelled or returned for credit without first obtaining the written approval of, and at the sole discretion of, Zabatt. All shipping costs on returned material must be pre-paid by the customer. Accepted returns are subject to the charges, terms and requirements notified in writing to the buyer (which may include, with no limitations or exceptions, a 15% restocking fee).

Delivery, Shipments, and Claims (to include Warranty)

All charges for work performed during the warranty period are the responsibility of the customer until approved by the appropriate warranty authority. Warranties are subject to the manufacturer's guidelines. Even those warranty claims which are approved may not include 100% of the repairs or parts; the customer is responsible for charges excluded from warranty. Contingency payment arrangements must be made prior to any warranty work being performed. Batteries, oil, coolant, filters and adjustments are not covered as part of warranty repairs and will be billed to the customer at appropriate rates.

Price and Minimum Billing

Price shall be in accordance with rates currently in effect at the time the quote is received and shall expire on the date described in said quote. All quotes for services, parts, equipment, and labor will be issued in writing and have a system generated quote number. Verbal quotes are not valid and should not be accepted. A signed copy of the quote must on file before any work can be performed. Signature on said quote shall serve as the customer's acceptance Zabatt's billing guidelines and rates. Labor prices on quotes are good for a period of (30) thirty days from the date of issue unless otherwise specified. Parts and equipment prices are subject to change and billed at the current price at the time of purchase unless otherwise specified. All regular service calls and emergency calls within normal hours will be billed for a minimum of one hour of labor and ten miles of travel. All emergency after-hour calls will be billed for a minimum of four hours labor and ten miles of travel.

Credit and Payment Terms

Commercial customers who have not established a credit account with Zabatt must make payment arrangements before goods are delivered or a technician is dispatched. No credit terms will be extended to end-users. We cannot accept payment on site but must have a signed credit card authorization on file in order to perform any service work on new accounts. No work will be performed for, or product delivered to, customers who are on credit hold. This hold includes any emergency repairs and warranty work that may be required. Account must be paid in full or alternate means of payment must be coordinated and approved before work is performed or product is delivered. Service Rate Definitions and Conditions are available as a separate document

Agreement

This agreement consists of, and is limited to, a qualified technician performing scheduled maintenance in accordance with the manufacturer's recommendations. Zabatt, Inc will not be held liable for damages to the equipment or property as a result of equipment failure caused by any of, but not limited to, the following circumstances: improper or unauthorized operation; normal wear and tear or damage due to overloading; vandalism, theft or acts of a third party; acts of nature; failure to perform services due to hazardous conditions and other causes beyond the control of Zabatt Inc.

Signature and acceptance of the quotation constitutes agreement to comply with Zabatt's terms and conditions as attached.

Signature of Owner or Representitive _____ Date _____

Signature of Zabatt Representitive _____ Date _____

Henry Carpenter
(407) 924-6378
Henry.Carpenter@zabatt.com

From: Allyson Keeny <Allyson.Keeny@RingPower.Com>
Sent: Friday, December 9, 2022 10:10 AM
To: Wepfer, Megan
Subject: [e] Quote Request: 100kW Natural Gas Generator

Good morning, Megan! Per our conversation, Caterpillar currently does not have a 100kW
Natural Gas generator available for order. We expect the order board to open early next year,
but unfortunately I don't have anything I can quote within this product line at this time. Please
let me know if you have any questions, or if I can be of any assistance.

Best Regards,

Allyson Keeny | Electric Power & Industrial Engine Sales Representative | Power Systems
Division | Ring Power Corporation | 10421 Fern Hill Drive | Riverview, Florida 33578 | Direct: 813-865-
2171 | Cell: 813-299-5086 | allyson.keeny@ringpower.com

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not want your email address released in response to a public records request, please do not send
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Memorandum

Meeting Details: February 8, 2023

Prepared For: Mayor & Board of Commissioners

From: Andrew Laflin, Finance Director

Subject: Proposed FY 2023 Budget Amendment #1

Background

The Charter of the City of Madeira Beach, Article X – *Financial Procedures* allows for amendments to the FY 2023 annual operating budget through the adoption of a Resolution. Resolution No. 2020-20 clarified the guidance from the City's Charter as it relates to the budget amendment process and established procedures relating to initiation, approval, and processing of requested budget transfers and budget amendments. Article X, Section 10.4 and Section 10.5, of the City's Charter state that intra-fund transfers and increases to a particular fund are permitted after adoption of the annual operating budget through the adoption of a Resolution. Intra-fund transfers are interpreted to include any needed increases to the overall budget of a department within a fund or a division within a department that is separately reported in the City's annual adopted budget.

Budget adjustments are needed within the General Fund, Building Fund, Parking Fund, and Local Option Sales Tax Fund. The primary reason for these adjustments is purchases of goods or services were initially budgeted in FY 2022, and the item or project was delayed and will be taking place in FY 2023, not in FY 2022 as originally anticipated. The purpose of increasing the budgets for each fund and department is described in Exhibit A, and Exhibit A also includes a comparison of budgeted revenues and budgeted expenses and other outflows by fund and department.

Fiscal Impact

Adoption of this Resolution would result in preparing a budgetary entry only and has no direct fiscal impact to the City.

Recommendation(s)

Staff recommends approval of Resolution 2023-01.

Attachments

- Resolution 2023-01
- Exhibit A – FY 2023 Budget Amendment #1 Details

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023 (OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023) BY INCREASING APPROPRIATIONS FOR EXPENDITURES IN THE GENERAL FUND, THE LOCAL OPTION SALES TAX FUND, THE BUILDING FUND, THE STORMWATER FUND, AND THE PARKING FUND; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Commissioners of the City of Madeira Beach adopted an annual budget for the Fiscal Year 2023; and

WHEREAS, the Board of Commissioners of the City of Madeira Beach desires to adopt an amendment to the Fiscal Year 2023 Budget; and

WHEREAS, Section 10.5 of the City Charter of the City of Madeira Beach authorizes the Board of Commissioners to amend the adopted budget by Resolution.

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

SECTION 1. The Board of Commissioners authorizes the Budget for Fiscal Year 2023 to hereby be amended to reflect an increase in appropriations for expenditure within the General Fund, Local Option Sales Tax Fund, Building Fund, Stormwater Fund, and Parking Fund, as set forth in Exhibit A.

SECTION 2. The Board of Commissioners authorizes Director of Finance/City Treasurer to allocate the budget amendment pursuant to the account level detailed provided as set forth in Exhibit A.

SECTION 3. This Resolution shall become effective immediately upon final passage and adoption by the Board of Commissioners.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS ____ DAY OF _____, 2023.

_____
John B. Hendricks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

EXHIBIT A – FY 2023 BUDGET AMENDMENT #1

EXHIBIT A: FY 2023 BUDGET AMENDMENT #1

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
Local Option Sales Tax Fund - Fire/EMS	103.4000.564000	Capital Equipment	-	63,000	63,000
General Fund - Fire/EMS	001.4000.546002	Maintenance Other Equipment	12,500	5,000	17,500
General Fund - Fire/EMS	001.4000.564000	Capital Equipment	184,500	5,000	189,500
Total Budgeted Outflow Increase:				**73,000**	
Local Option Sales Tax Fund - Non-Departmental	103.1400.380001	Fund Balance Carryover Used	-	73,000	73,000
Total Budgeted Inflow Increase:				**73,000**	

Purpose:

Purchase of accessories for newly acquired fire truck - equipment from vendor to outfit the truck, which was budgeted in FY 2022, was not available to be delivered prior to FY 2022. American Legion donation for painting of high water vehicle for $5k. Lights, lettering, and radio install for Toyota Tacoma (originally budgeted for purchase of Ford F-150 in FY 2023 for $40,500).

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
Stormwater Fund - Stormwater	404.9200.563005	Drainage & Roadway Improvement	5,400,000	127,500	5,527,500
Total Budgeted Outflow Increase:				**127,500**	
Stormwater Fund - Stormwater	404.9200.380001	Net Position Carryover Used	5,598,849	127,500	5,726,349
Total Budgeted Inflow Increase:				**127,500**	

Purpose:

Area 3 was anticipated to start construction in FY '22, but due to DOT delays, did not start timely. Construction costs that were anticipated in FY '22 are being incurred in FY '23.

EXHIBIT A: FY 2023 BUDGET AMENDMENT #1, CONTINUED

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - Public Works Administration	001.3000.546017	Gulf Blvd Undergrounding	2,500,000	2,294,886	4,794,886
Total Budgeted Outflow Increase:				**2,294,886**	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	1,629,491	2,294,886	3,924,377
Total Budgeted Inflow Increase:				**2,294,886**	

Purpose:

Constructions of Gulf Blvd undergrounding of utilities, final phase, that was initially anticipated to be completed in FY '22

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - John's Pass Village	001.8000.546008	Maintenance Grounds/Parks	90,000	30,000	120,000
Total Budgeted Outflow Increase:				**30,000**	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	1,629,491	30,000	1,659,491
Total Budgeted Inflow Increase:				**30,000**	

Purpose:

Additional pilings at John's Pass Boardwalk in need of repair

EXHIBIT A: FY 2023 BUDGET AMENDMENT #1, CONTINUED

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - Non-Departmental	001.1400.564000	Maintenance Grounds/Parks	-	36,408	36,408
Total Budgeted Outflow Increase:				**36,408**	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	1,629,491	36,408	1,665,899
Total Budgeted Inflow Increase:				**36,408**	

Purpose:

Purchase of digital message boards. Vendor was delayed on manufacturing message boards due to chip shortage. Delivery occurring in January 2023, not FY 2022 as originally anticipated.

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - City Clerk	001.1300.534000	Maintenance Grounds/Parks	52,500	4,000	56,500
Total Budgeted Outflow Increase:				**4,000**	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	1,629,491	4,000	1,633,491
Total Budgeted Inflow Increase:				**4,000**	

Purpose:

Continuing to use consultant's services for Records Management Plan Implementation after Laserfiche set up. $4,000.00 remaining on FY 2022 purchase order.

EXHIBIT A: FY 2023 BUDGET AMENDMENT #1, CONTINUED

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - Recreation	001.5000.564000	Capital Equipment	10,000	30,240	40,240
Total Budgeted Outflow Increase:				**30,240**	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	1,629,491	30,240	1,659,731
Total Budgeted Inflow Increase:				**30,240**	

Purpose:

Thorguard Lightning Detection System. Project delayed and taking place in FY 2023, not FY 2022 as originally anticipated.

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - Recreation	001.5000.563000	Capital Improvements	-	17,800	17,800
Total Budgeted Outflow Increase:				**17,800**	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	1,629,491	17,800	1,647,291
Total Budgeted Inflow Increase:				**17,800**	

Purpose:

New outfields fence for Field 3. Project delayed and taking place in FY 2023, not FY 2022 as originally anticipated.

EXHIBIT A: FY 2023 BUDGET AMENDMENT #1, CONTINUED

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - Recreation	001.5000.563000	Capital Improvements	-	29,900	29,900
Total Budgeted Outflow Increase:				**29,900**	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	1,629,491	29,900	1,659,391
Total Budgeted Inflow Increase:				**29,900**	

Purpose:

Athletic fields backstops and padding. Project delayed and taking place in FY 2023, not FY 2022 as originally anticipated.

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
Building Fund - Building Services	125.5240.531011	Software Support Services	15,000	10,000	25,000
Total Budgeted Outflow Increase:				**10,000**	
Building Fund - Building Services	125.5240.380001	Fund Balance Carryover Used	-	10,000	10,000
Total Budgeted Inflow Increase:				**10,000**	

Purpose:

New Building Department Software. Software implementation not completed in FY 2022 and still in progress in FY 2023.

EXHIBIT A: FY 2023 BUDGET AMENDMENT #1, CONTINUED

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
Building Fund - Building Services	125.5240.564000	Capital Equipment	63,500	24,990	88,490
Total Budgeted Outflow Increase:				**24,990**	
Building Fund - Building Services	125.5240.380001	Fund Balance Carryover Used	-	24,990	24,990
Total Budgeted Inflow Increase:				**24,990**	

Purpose:

Purchase electric vehicle (Ford F-150). Ford Lightning truck still in production and not delivered in FY 2022.

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
Building Fund - Building Services	125.5240.564000	Capital Equipment	63,500	2,800	66,300
Total Budgeted Outflow Increase:				**2,800**	
Building Fund - Building Services	125.5240.380001	Fund Balance Carryover Used	-	2,800	2,800
Total Budgeted Inflow Increase:				**2,800**	

Purpose:

Install two (2) electric vehicles charging stations. Project began in FY 2022 but still in progress and expected to be completed in FY 2023.

EXHIBIT A: FY 2023 BUDGET AMENDMENT #1, CONTINUED

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - City Manager	001.1000.512000	Salaries & Wages	254,261	50,000	304,261
General Fund - City Manager	001.1000.521000	Social Security	19,451	3,825	23,276
General Fund - City Manager	001.1000.522001	ICMA 401(a) Plan	27,136	4,500	31,636
General Fund - City Manager	001.1000.523000	Group Insurance	34,050	11,665	45,715
General Fund - Information Technology	001.1010.512000	Salaries & Wages	32,747	(32,747)	-
General Fund - Information Technology	001.1010.521000	Social Security	2,505	(2,505)	-
Total Budgeted Outflow Increase:				**34,738**	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	1,629,491	34,738	1,664,229
Total Budgeted Inflow Increase:				**34,738**	

Purpose:

Account for Broadcast Technician in City Manager Department, not Information Technology Department. Also, increase personnel expenses in City Manager Department to account for $5k bonus to City Manager.

EXHIBIT A: FY 2023 BUDGET AMENDMENT #1, CONTINUED

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
Parking Fund - Parking Management	407.6500.512000	Salaries & Wages	128,697	31,700	160,397
Parking Fund - Parking Management	407.6500.521000	Social Security	9,845	2,550	12,395
Parking Fund - Parking Management	407.6500.522001	ICMA 401(a) Plan	7,026	2,850	9,876
Parking Fund - Parking Management	407.6500.523000	Group Insurance	22,600	9,050	31,650
Parking Fund - Parking Management	407.6500.514000	Overtime	-	5,000	5,000
Total Budgeted Outflow Increase:				**51,150**	
Parking Fund - Parking Management	407.6500.354001	Parking Fines	40,000.00	51,150	91,150
Total Budgeted Inflow Increase:				**51,150**	

Purpose:

Adding full time employee in Parking Fund and overtime costs incurred within the Parking Management Department, which were not originally budgeted in FY 2023.

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - Non-Departmental	001.1400.534000	Contractual Services	50,000	90,000	140,000
General Fund - Non-Departmental	001.1400.545000	General Insurance	190,000	70,000	
Total Budgeted Outflow Increase:				**160,000**	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	1,629,491	160,000	1,789,491
Total Budgeted Inflow Increase:				**160,000**	

Purpose:

General liability and P&C insurance, janitorial services, and other City-wide expenses charged to the General Fund entirely to the General Fund in FY 2023, and partially recaptured through adminstrative overhead charges allocated to other funds.

Budget Vs Actual - Revenue Comparison by Fund & Department

Fund Name	Department Name	Original Budget	Amended Budget	Actual Balance	% Used	
General Fund	City Clerk	-	-	-	-	
General Fund	City Manager	-	-	2,367	100%	
General Fund	Community Development	134,500	134,500	37,036	28%	
General Fund	Fire/Ems	844,200	844,200	288,963	34%	
General Fund	Non-Departmental	9,083,528	9,083,528	4,494,229	49%	
General Fund	Public Works Streets	-	-	1,916	100%	
General Fund	Recreation	305,000	305,000	95,777	31%	
General Fund	John's Pass Village	1,556,000	1,556,000	-	0%	*
Archibald Fund	Archibald	991,500	991,500	127,822	13%	
Building Fund	Building Services	1,322,500	1,322,500	210,093	16%	
Gas Tax Fund	Gas Tax	102,500	102,500	27,557	27%	
Local Option Sales Tax Fu	Special Projects	610,000	610,000	151,872	25%	
Marina Fund	Marina	1,886,620	1,886,620	302,827	16%	**
Parking Fund	Parking Management	2,845,000	2,845,000	705,954	25%	
Sanitation Fund	Sanitation	1,660,000	1,660,000	438,760	26%	
Stormwater Fund	Stormwater	2,240,000	2,240,000	174,452	8%	***

* John's Pass North Shoreline Dredging Project not completed; grant revenues not yet recognized

** Net fuel sales lower than budgeted due to seasonal trends

*** $1.49m budgeted transfer from General Fund not yet recorded in FY 2023

Budget Vs Actual - Expense Comparison by Fund & Department

Fund Name	Department Name	Original Budget	Amended Budget	Actual Balance	% Used
Archibald Fund	Archibald	5,032,094	5,032,094	108,021	2%
General Fund	Board Of Commissioners	73,800	73,800	12,001	16%
Building Fund	Building Services	1,200,585	1,200,585	149,951	12%
General Fund	City Clerk	444,647	444,647	80,414	18%
General Fund	City Manager	596,355	596,355	154,214	26%
General Fund	Community Development	688,776	688,776	118,677	17%
General Fund	Finance	525,046	525,046	132,247	25%
General Fund	Fire/Ems	2,068,570	2,068,570	535,275	26%
Local Option Sales Tax Fu	Fire/Ems	-	-	54,869	100%
Gas Tax Fund	Gas Tax	141,000	141,000	15,783	11%
General Fund	Human Resources	118,421	118,421	19,588	17%
General Fund	Information Technology	255,904	255,904	29,529	12%
General Fund	John's Pass Village	1,913,000	1,913,000	18,856	1%
General Fund	Law Enforcement	1,552,600	1,552,600	365,190	24%
General Fund	Legal Services	214,000	214,000	49,906	23%
Marina Fund	Marina	942,432	942,432	137,933	15%
General Fund	Non-Departmental	4,052,500	4,052,500	455,386	11%
Parking Fund	Parking Management	2,251,586	2,251,586	98,988	4%
General Fund	Parks	117,000	117,000	8,454	7%
General Fund	Public Works Administratio	3,180,538	3,180,538	98,240	3%
General Fund	Recreation	582,343	582,343	363,619	62%
Local Option Sales Tax Fu	Recreation	606,500	606,500	41,508	100%
Sanitation Fund	Sanitation	1,766,387	1,766,387	333,192	19%
Stormwater Fund	Stormwater	7,823,850	7,823,850	914,740	12%

ORDINANCE 2020-05

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, AMENDING CODE OF ORDINANCES, CHAPTER 78 – WATERWAYS, ARTICLE II. – BOATS, DIVISION I – GENERALLY, SEC. 78-38. - SLOW SPEED-MINIMUM WAKE AND IDLE SPEED-NO WAKE ZONES AND INFORMATIONAL MARKERS; ESTABLISHING A SLOW SPEED-MINIMUM WAKE ZONES TO INCLUDE ALL WATERS OF THE CITY OF MADEIRA BEACH UNLESS DESIGNATED AS NO WAKE ZONES IN SEC. 78-38 (B), AND EXCEPT THOSE WATERS IN THE JOHNS PASS CHANNEL OR IN THE CHANNEL OF THE INTRACOASTAL WATERWAY; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

Whereas, the City of Madeira Beach Board of Commissioners (BOC) wholeheartedly endorses boating safety, education, and measures to provide a safer environment for all boating activities and the vessels docked in the City of Madeira Beach, and;

Whereas, the BOC adopted Resolution 2020-02 requesting the Florida Fish and Wildlife Conservation Commission restrict boating speed throughout the city limits to slow speed-minimum wake, and idle speed-no wake zones, except those waters in the Johns Pass Channel or the Channel of the Intracoastal Waterway, and;

Whereas, Florida Fish and Wildlife Conservation Commission supports the city's intent to provide for boating safety, property protection and the protection of the city's and state's resources;

Whereas the subject area set forth for regulation below includes areas that are within established manatee protection zones;

Whereas the subject area set forth for regulation below also includes areas that are within 300 feet of a confluence of water bodies presenting a blind corner, a bend in a narrow channel or fairway, and other areas containing an intervening obstruction to visibility that may obscure other vessels or other users of the waterway;

Whereas, the areas set forth for regulation below also includes areas that are subject to unsafe levels of vessel traffic congestion;

Whereas, the areas set forth for regulation below also includes areas that are subject to hazardous water levels or currents, or containing other navigational hazards; and

Whereas, the areas set forth for regulation below also includes areas that are subject to accident reports, uniform boating citations, vessel traffic studies, or other

creditable data that demonstrate to present a significant risk of collision or a significant threat to boating safety.

NOW BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MADEIRA BEACH, FLORIDA;

The board adopts the WHEREAS clauses set forth above as Findings of Fact in support of this Ordinance.

Section 1: Code of Ordinances Sec.78-38 – Slow speed-minimum wake and idle speed-no wake zones and informational markers, be amended as follows:

(a) ~~The following~~ All waters within the city limits of the city are declared to be "slow speed-minimum wake" zones unless designated as idle speed-no wake zones in Sec. 78-38 (b), except those waters in the Johns Pass channel or the channel of the Intracoastal Waterway.

~~(1) John's Pass Waterway, from a point of beginning located at the intersection of a line drawn between the western most point of the north and south bridge fenders at John's Pass with the line of the city limits, running through John's Pass Channel. Continuing northeasterly along the line of the city limits approximately 1,500 feet, thence along a meandering line generally parallel to the east side of the John's Pass channel to the USCG Red ATON 10 marker and more particularly depicted in Exhibit A.~~

~~Continuing the slow speed-minimum wake zone of John's Pass Waterway, from a point of beginning located at the northeast John's Pass Bridge fender to the northwest John's Pass Bridge fender to a new gulf side marker located on the shoal across from the south jetty tip, continuing south to the centerline of the channel and then continuing east to the John's Pass bridge.~~

~~Northwest John's Pass bridge fender~~

~~27° 46°.972N. 82° 46.961W SSMW~~

~~Northeast John's Pass bridge fender~~

~~27° 47.000N. 82°46.926W SSMW~~

~~Gulfside marker on shoal~~

~~27° 46.922N. 82° 47.073W~~

~~SSMW (facing west), RNSO (facing east)~~

~~(2) The water located in the cove and canals which begin between the streets known as Boca Ciega Avenue and John's Pass Avenue. GPS points of this posted "slow speed-minimum wake" zone are listed below:~~

~~A-1 27°47.44N—82°46.93W~~

~~A-2 27°47.52N—82°47.02W~~

~~A-3 27°47.58N—82°47.14W~~

~~A-4 27°47.63N—82°47.39W~~

~~(3) The water located in the cove between the streets known as John's Pass Avenue and Crystal Drive. GPS points of posted "slow speed-minimum wake" zone are listed below:~~

~~B-1 27°48.09N—82°47.04W~~

~~(4) The water located in the cove and canals which begin between the streets known as Crystal Drive and Bay Point Drive. GPS points of this posted "slow speed-minimum wake" zone are listed below:~~

~~C-1 27°48.11N—82°46.98W~~

~~C-2 27°47.90N—82°47.11W~~

~~C-3 27°47.97N—82°47.21W~~

~~(5) The water located in the cove and canals which begin between the streets known as Bay Point Drive and 144th Avenue. GPS points of this posted "slow speed-minimum wake" zone are listed below:~~

~~D-1 27°48.13N—82°47.60W~~

~~D-2 27°47.79N—82°47.53W~~

~~D-3 27°48.034N—82°45.554W~~

~~(6) The water located in the cove and canals which begin between the streets known as 145th Avenue and extending northward to the southeasterly corner of the land designated as the Holiday Isle Marina. GPS points of this posted "slow speed-minimum wake" zone are listed below:~~

~~E-1 27°48.23N—82°47.67W~~

~~E-2 27°48.04N—82°47.84W~~

~~(7) The water located in the canal between the streets known as 150th Avenue and Medallion Boulevard. GPS points of this posted "slow speed-minimum wake" zone are listed below:~~

~~F-1 27°48.32N—82°47.91W~~

~~(8) The water located in the canal between the streets known as Harbor Drive and the property boundary for the city hall and recreation complex. 150th Avenue and Medallion Boulevard. GPS points of this posted "slow speed-minimum wake" zone are listed below:~~

~~G-1 27°48.38N—82°48.08W~~

(b) The following waters within the city limits are declared to be "idle speed-no wake" zones: The cove located between the streets known as Boca Ciega Drive and 129th Avenue. GPS points of posted zone "idle speed-no wake" are listed below:

(1) 27°47.28N—82°46.86W

(2) 27°47.28N—82°46.89W

(3) 27°47.27N—82°47.03W

(4) 27°47.30N—82°47.13W

(c) No person shall operate a vessel within the city in a restricted area designated by appropriate signs in violation of this section, and any violation of this section shall be punishable as provided in this chapter.

(d) That informational marker shall be placed on piles with current SSMW signage near the Tom Stuart Causeway at the following locations:

27° 48.364 N 82° 47.587 W

27° 48.340 N 82° 47.629 W

Each informational marker shall state the following:

Marina

Convenience Store

Pump-Out

Fuel

Channel 16

(Code 1983, § 5-112; Ord. No. 1085, § 1, 6-27-06; Ord. No. 1123, § 1, 12-11-07; Ord. No. 2015-01, § 1, 2-24-15)

Editor's note— Ord. No. 1123, § 1, adopted December 11, 2007, changed the title of § 78-38 from "Slow speed-minimum wake and idle speed-no wake zones" to "Slow speed-minimum wake and idle speed-no wake zones and informational markers." The exhibits referenced in this section are not set out at length herein but are on file at the community development office.

Section 2: The provisions of this ordinance shall be deemed severable. If any part of the ordinance is deemed unconstitutional, it shall not affect the constitutionality of the other portions of the ordinance.

Section 3: All ordinances or parts of ordinances in conflict with the provision of this ordinance be hereby repealed insofar as the same effect this Ordinance.

Section 4: This ordinance shall be in full force and effect upon adoption in the manner provided by law.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS 10th day of June, 2020.

John B. Hendricks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

PUBLISHED:

FIRST READING: April 14, 2020

PUBLISHED: May 27, 2020

PASSED ON SECOND READING: June 10, 2020

Approved as to legal sufficiency:

City Attorney

NOTICE OF PUBLIC HEARING CITY OF MADEIRA BEACH

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter, and Florida Statutes §166.041(3)(a):

NOTICE IS HEREBY GIVEN, the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing for the adoption of proposed Ordinance 2019-16 and Ordinance 2020-05 on Wednesday, June 10, 2020 at 6:00 p.m.** The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The title of said Ordinances are as follows:

ORDINANCE NO. 2019-16

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CITY OF MADEIRA BEACH CODE OF ORDINANCES, ARTICLE VIII - SPECIAL MAGISTRATE, TO CORRECT GRAMMAR AND PROVIDE MORE INCLUSIVE LANGUAGE THROUGHOUT; SEC. 2-501 AND 2-503(e), TO SPECIFY LIMITS ON THE AUTHORITY OF THE SPECIAL MAGISTRATE AS RELATES TO LICENSED AND CERTIFIED DECISIONS; SEC. 2-503(c) TO EXPAND THE RADIUS OF NOTIFICATION; SEC. 2-503(d)(1) TO ESTABLISH COST RECOVERY FEE FOR APPLICANTS FAILURE TO ATTEND; SEC. 2-503(g) TRANSFERRING CLERICAL AND ADMINISTRATIVE SUPPORT FROM THE BOARD OF COMMISSIONERS TO THE CITY MANAGER IN KEEPING WITH PROFESSIONAL STANDARDS AND PRACTICE AND STATING PERFORMANCE STANDARDS FOR THE SPECIAL MAGISTRATE; SEC. 2-506(c) SPECIFYING THE APPLICATION OF THE LAND DEVELOPMENT CODE AND REMOVING THE DUPLICATIVE QUASI-JUDICIAL REVIEW OF THE LOCAL PLANNING AGENCY; SEC. 2-507 (b) STRENGTHENING THE STANDARD FOR REVIEW OF VARIANCES TO ENSURE FULL COMPLIANCE WITH LOCAL STANDARDS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

ORDINANCE 2020-05

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, AMENDING CODE OF ORDINANCES, CHAPTER 78 – WATERWAYS, ARTICLE II. – BOATS, DIVISION I – GENERALLY, SEC. 78-38. - SLOW SPEED-MINIMUM WAKE AND IDLE SPEED-NO WAKE ZONES AND INFORMATIONAL MARKERS; ESTABLISHING A SLOW SPEED-MINIMUM WAKE ZONES TO INCLUDE ALL WATERS OF THE CITY OF MADEIRA BEACH UNLESS DESIGNATED AS NO WAKE ZONES IN SEC. 78-38 (B), AND EXCEPT THOSE WATERS IN THE JOHNS PASS CHANNEL OR IN THE CHANNEL OF THE INTRACOASTAL WATERWAY; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

Copies of the proposed Ordinances are available for inspection in the City Clerk's Office between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. If you would like more information regarding the proposed Ordinances, please contact Linda Portal, Community Development Director, at 727-391-9951, ext. 255.

Due to the current state of emergency, as declared from the Florida Governor Ron Desantis, there is a Stay at Home Order, and the public should follow that order and practice social distancing. With all city buildings, including City Hall, closed to the public due to Covid-19, the Board of Commissioners will accept public comments from citizens through an online form, (name, and address are required), located at the bottom of the front page on the City of Madeira Beach website, www.madeirabeachfl.gov. All interested persons wishing to comment during the public hearing on the proposed ordinances are requested to email their comments. Emails will be accepted until 3 p.m., Wednesday, June 10, 2020, before the start of the meeting. All emails will be reviewed by staff, and duplicate comments will be combined to save time. The comments connected to proposed ordinances will be read during the public hearing for that ordinance. For more information, contact Curt Preisser, City of Madeira Beach Public Information Officer at 727-391-9951 x299 or cpreisser@madeirabeachfl.gov. Under Florida law (Florida Statute 668.6076), email addresses are public records.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during a public hearing at this meeting will need a record of the proceedings, and for such purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private court reporter or private court recording firm to make the verbatim record.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 4:00 p.m. on the day prior to the meeting: (727) 391-9951, Ext. 231 or 223 or fax a written request to (727) 399-1131.

Clara VanBlargan, MMC, MSM, City Clerk

05/27/2020 0000034754-01

CITY OF MADEIRA BEACH
PUBLIC NOTICE

BOARD MEMBER VACANCY ANNOUNCEMENT

CIVIL SERVICE COMMISSION

The City of Madeira Beach is seeking applications to fill one vacancy on the Civil Service Commission due to the expired term of a member on October 30, 2022. Member terms are three years.

Boards, Commissions, and Committees are a valuable part of the local government process. The members are volunteers and provide a great service to the City and the community. Duties and responsibilities include reviewing the City's policies and procedures, Code of Ordinances, and the City Charter, and making recommendations to the Board of Commissioners.

- Civil Service Commission – 5-member board – regular meetings held quarterly. Additional meetings are held for special projects and employee grievance hearings. Dates and times vary.
- Members must be a City of Madeira Beach citizen and eligible to vote in the City elections.
- Appointments are made on experience and qualifications in Human Resources when possible.

PLANNING COMMISSION

The City of Madeira Beach is seeking applications to fill one vacancy on the Planning Commission for the remainder of a three-year term expiring on 09/30/2025.

- Planning Commission – 7-member board – regular meetings held monthly, 1st Monday at 6:00 p.m. - members must be citizens and eligible to vote in the City.

- Appointments will be made, consistent with the Charter, Sec. 12.2 and based on demonstrated experience and qualifications in the subject matter from one or more of the following areas, whenever possible (City Code Sec. 2-77):

  1. Architecture or landscape architecture
  2. Civil engineering
  3. Real estate sales or land development
  4. Professional experience in natural or environmental sciences
  5. Urban planning

Interested persons must submit an application to the City Clerk no later than Monday, February 27, 2023, to be considered for appointment at the 6:00 p.m., March 8, 2023, Board of

Commissioners Regular Meeting located in the Commission Chambers, 300 Municipal Drive, Madeira Beach, FL 33708. All applicants are encouraged to attend the meeting.

An application is attached to this advertisement. Applications may also be obtained from the City Clerk at City Hall or downloaded on the City's website at https://madeirabeachfl.gov/advisory-boards/.

Submit completed and signed applications to:

City Clerk
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708
cvanblargan@madeirabeachfl.gov
727-391-9951, ext. 231

Additional Information:

For additional information, please contact City Clerk Clara VanBlargan at 727-391-9951, ext. 231; cvanblargan@madeirabeachfl.gov.

SAMPLE BALLOT / BOLETA DE MUESTRA

PCT 301.1	Style / Estilo 12	33

Official Nonpartisan Election Ballot
March 14, 2023
Pinellas County, Florida

Boleta Electoral Oficial para Elecciones No Partidistas
14 de marzo de 2023
Condado de Pinellas, Florida

- **To vote, fill in the oval completely (⬬) next to your choice.**
- **Use ballpoint pen with black ink. If you make a mistake, ask for a new ballot.**

- **Para votar, llene por completo el óvalo (⬬) que se encuentra junto a su selección.**
- **Use un bolígrafo de tinta negra. Si comete algún error, pida una boleta electoral nueva.**

City of Madeira Beach
Mayor
(Vote for One)

Ciudad de Madeira Beach
Alcalde
(Vote por Uno)

- ⬭ Doug Andrews
- ⬭ Jim Rostek

City of Madeira Beach
No. 1 Charter Amendment

Ciudad de Madeira Beach
N.° 1 Enmienda a los Estatutos

Elector and Residence Requirement for Candidates Seeking the Office of Mayor or District Commissioner

This charter amendment would amend Section 2.2 B of the Charter to provide that candidates seeking the office of Mayor or District Commissioner be an elector and resident of the City of Madeira Beach, Florida, one year prior to the date of said application. This amendment would avoid a conflict with Section 3.3 A of the Charter. Should the Charter be amended?

Requisito de ser Elector y Residente para los Candidatos que Aspiren a los Cargos de Alcalde o Comisionado de Distrito

Esta enmienda al Estatuto sirve para modificar la Sección 2.2 B del Estatuto, con el fin de disponer que los candidatos que aspiren a los cargos de Alcalde o Comisionado de Distrito hayan sido electores y residentes de la Ciudad de Madeira Beach, Florida, desde un año anterior a la fecha de su dicha solicitud. Esta enmienda evitaría un conflicto con la Sección 3.3 A del Estatuto. ¿Se debe modificar el Estatuto?

- ⬭ Yes / Sí
- ⬭ No / No

City of Madeira Beach
No. 2 Charter Amendment

Ciudad de Madeira Beach
N.° 2 Enmienda a los Estatutos

Appointment of Director of Finance and City Treasurer and Delegation of Duties and Responsibilities

This charter amendment would amend Section 5.5 of the Charter to provide the Board of Commissioners with the option to delegate to a contractor or firm to perform the services of Director of Finance and City Treasurer. Should the Charter be amended?

Nombramiento y Delegación de los Deberes y las Responsabilidades del Director de Finanzas y Tesorero de la Ciudad

Esta enmienda al Estatuto sirve para modificar la Sección 5.5 del Estatuto, con el fin de proporcionar a la Junta de Comisionados la opción de delegar un contratista o empresa privada para que desempeñe los servicios del Director de Finanzas y Tesorero de la Ciudad. ¿Se debe modificar el Estatuto?

- ⬭ Yes / Sí
- ⬭ No / No

Julie Marcus, Pinellas County Supervisor of Elections
Canvassing Board Meeting Schedule

Julie Marcus, Supervisora Electoral del Condado de Pinellas – Calendario de Reuniones de la Junta de Escrutinio

March 14, 2023 Municipal Elections

14 de marzo de 2023 Elecciones Municipales

March 1, 10:00 a.m. ***1 de marzo, 10:00 a.m.***	Pre-election test of precinct, mail and provisional ballot scanning equipment and test Automated Independent Audit Equipment [F.S. 101.5612]. *Prueba preelectoral del precinto, equipos de escaneo de boletas por correo y provisionales y la prueba del equipo de Auditoría Independiente Automatizado [F.S. 101.5612].*
March 8 - 13, 10:00 a.m. ***8 al 13 de marzo, 10:00 a.m.***	Canvass mail ballots [F.S. 101.68(2)]; Mail ballot processing [F.S. 102.141(4)(a)]. Ballot processing through the Automated Independent Audit Equipment [F.S. 101.5911]. *Escrutinio de las boletas por correo [F.S. 101.68(2)]; Procesamiento de las boletas por correo [F.S. 102.141(4)(a)]. Procesamiento de boletas a través del Equipo de Auditoría Independiente Automatizada [F.S. 101.5911].*
March 14, 5:00 p.m. ***14 de marzo, 5:00 p.m.***	Canvass mail ballots [F.S. 101.68(2)]; Election Day processing; Release unofficial results (does not include provisional ballots). Ballot processing through the Automated Independent Audit Equipment [F.S. 101.5911]. *Escrutinio de las boletas por correo [F.S. 101.68(2)]; Procesamiento del día de las elecciones; lanzamiento de resultados no oficiales (no incluyen las boletas provisionales). Procesamiento de boletas a través del Equipo de Auditoría Independiente Automatizada [F.S. 101.5911].*
March 15 - 16, 10:00 a.m. ***15 al 16 de marzo, 10:00 a.m.***	Canvass mail and provisional ballots [F.S. 101.68(2)] [F.S. 101.048]. Ballot processing through the Automated Independent Audit Equipment [F.S. 101.5911]. *Escrutinio de las boletas por correo y provisionales [F.S. 101.68(2)] [F.S. 101.048]. Procesamiento de boletas a través del Equipo de Auditoría Independiente Automatizada [F.S. 101.5911].*
March 17, 10:00 a.m. ***17 de marzo, 10:00 a.m.***	Canvass mail and provisional ballots [F.S. 101.048]; Post-election test of mail and provisional ballot scanning equipment and test Automated Independent Audit Equipment [F.S. 101.5612]; Certify Official Election Returns; Conduct of Election Report; Conduct Audit [F.S. 101.591]. Ballot processing through the Automated Independent Audit Equipment [F.S. 101.5911]. *Escrutinio de las boletas por correo y provisionales [F.S. 101.048]; Prueba postelectoral de los equipos de escaneo de boletas por correo y provisionales y del equipo de Auditoría Independiente Automatizado [F.S. 101.5612]; certificación oficial de los resultados de las elecciones; Realización del informe electoral; Realizar auditoría [F.S. 101.591]. Procesamiento de boletas a través del Equipo de Auditoría Independiente Automatizada [F.S. 101.5911].*

Additional Information: All Canvassing Board meetings will be held at the Election Service Center, 13001 Starkey Road, Largo. The deadline to submit a cure affidavit for a mail/provisional ballot is 5:00 p.m., March 16, 2023. The deadline for anyone who casts a provisional ballot to provide proof of eligibility to the Canvassing Board is 5:00 p.m., March 16, 2023. [F.S. 101.048(6)(b)]. ***Información Adicional:*** *Todas las reuniones de la Junta de Escrutinio se llevarán a cabo en el Election Service Center, 13001 Starkey Road, Largo. La fecha límite para presentar una declaración jurada para rectificar de una boleta por correo/provisional es a las 5:00 p.m. del 16 de marzo de 2023. La fecha límite para que cualquier persona que emita una boleta provisional proporcione una prueba de elegibilidad a la Junta de Escrutinio a las 5:00 p. m. del 16 de marzo de 2023 [F.S. 101.048(6)(b)].*

Canvassing Board Members (including appointed alternates): Canvassing Board Members (including appointed alternates): Judges Edwin Jagger and Susan Bedinghaus, County Commissioners Janet Long and Kathleen Peters, and Supervisor of Elections Julie Marcus. ***Miembros de la Junta de Escrutinio (incluyendo sustitutos designados):*** *Jueces Edwin Jagger y Susan Bedinghaus, Comisionadas Janet Long y Kathleen Peters y la Supervisora Electoral Julie Marcus.*

Note: Persons are advised that if they wish to appeal any decision made at these meetings, they will need a record of the proceedings, and for such purpose they 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, per Section 286.0105, Florida Statutes. ***Nota:*** *Se informa a las personas que, si desean apelar cualquier decisión tomada en estas reuniones, necesitarán un registro de los procedimientos y para tal fin es posible que deban asegurarse de que se haga un acta literal de los procedimientos, cuyo registro incluya el testimonio y las pruebas en las que se basará la apelación. Conforme a la Sección 286.0105 de los Estatutos de Florida.*

If you are a person with a disability who needs any accommodation in order to participate in these proceedings, you are entitled, at no cost to you, to the provision of certain assistance. Within two (2) working days of the publication of this notice, please contact the Office of Human Rights, 400 S. Ft. Harrison Ave., 5th floor, Clearwater, FL 33756; (727) 464-4062 (V/TDD). *Si usted es una persona con una discapacidad y necesita adecuaciones para poder participar en estos procesos, tiene derecho, sin ningún costo para usted, a que se le brinde cierta asistencia. En un plazo de dos (2) días laborales a partir de la publicación de este aviso, póngase en contacto con la Oficina de Derechos, 400 S. Ft. Harrison Ave., 5th floor, Clearwater, FL 33756; (727) 464-4062 (V/TDD).*

2023 BOARD OF COMMISSIONERS MEETING SCHEDULE

Patricia Shontz Commission Chambers – City Hall, 300 Municipal Drive, Madeira Beach, FL

"All meetings & Events listed are in the Commission Chambers"

"Meetings, dates & times are subject to change"

DATE	DESCRIPTION	TIME
Wednesday, February 8, 2023	**BOC Regular Meeting**	**2:00 p.m.**
Wednesday, February 22, 2023	**BOC Regular Workshop Meeting**	**6:00 p.m.**
Wednesday, March 8, 2023	**BOC Regular Meeting**	**6:00 p.m.**
Tuesday, March 14, 2023	**City of Madeira Beach Municipal Election**	**7:00 a.m. to 7:00 p.m.**
Wednesday, March 22, 2023	**BOC Special Meeting** *(tentative date & time)* *(Reporting Election Results & Induction of New Board of Commissioners)*	**5:00 p.m.**
Wednesday, March 22, 2023	**BOC Regular Workshop Meeting** *(tentative date & time)*	**6:00 p.m.**
Wednesday, April 12, 2023	**BOC Regular Meeting**	**6:00 p.m.**
Wednesday, April 26, 2023	**BOC Budget Workshop Meeting** *(Employee Spouse/Dependent Care & City Retirement Program - FY 24 Budget)*	**4:00 p.m.**
Wednesday, April 26, 2023	**BOC Regular Workshop Meeting**	**6:00 p.m.**
Wednesday, May 10, 2023	**BOC Regular Meeting**	**6:00 p.m.**
Wednesday, May 24, 2023	**BOC Budget Workshop Meeting** *(Reserves, FY 23 mid-year, FY 24 CIP)*	**4:00 p.m.**
Wednesday, May 24, 2023	**BOC Regular Workshop Meeting**	**6:00 p.m.**
Monday, May 29, 2023	**MEMORIAL DAY – City Holiday**	
Wednesday, June 14, 2023	**BOC Regular Meeting**	**6:00 p.m.**
Wednesday, June 28, 2023	**BOC Budget Workshop Meeting** *(FY 2024 Capital Budget & Operating Budget)*	**4:00 p.m.**
Wednesday, June 28, 2023	**BOC Regular Workshop Meeting**	**6:00 p.m.**

Tuesday, July 4, 2023	**INDEPENDENCE DAY – City Holiday**	
Wednesday, July 12, 2023	**BOC Regular Meeting**	**6:00 p.m.**
Wednesday, July 26, 2023	**BOC Budget Workshop Meeting** *(FY 2024 Operating Budget & Personnel Budget)*	**4:00 p.m.**
Wednesday, July 26, 2023	**BOC Regular Workshop Meeting**	**6:00 p.m.**
Wednesday, August 9, 2023	**BOC Regular Meeting**	**6:00 p.m.**
Wednesday, August 23, 2023	**BOC Budget Workshop Meeting** *(FY 2024 Operating Budget & Personnel Budget)*	**4:00 p.m.**
Wednesday, August 23, 2023	**BOC Regular Workshop Meeting**	**6:00 p.m.**
Monday, September 4, 2023	**LABOR DAY – City Holiday**	
Wednesday, September 13, 2023	**BOC Special Meeting** *(FY 2024 tentative Millage Rate & Budget Ordinances - 1st Reading & Public Hearing)*	**5:30 p.m.**
Wednesday, September 13, 2023	**BOC Regular Meeting**	**6:00 p.m.**
Sunday, September 24, 2023	**TRIM Advertisement (Tampa Bay Times)**	
Wednesday, September 27, 2023	**BOC Special Meeting** *(Adopting FY 2024 Millage Rate & Budget Ordinances – 2nd Reading & Public Hearing)*	**5:30 p.m.**
Wednesday, September 27, 2023	**BOC Regular Workshop Meeting**	**6:00 p.m.**
Wednesday, October 11, 2023	**BOC Regular Meeting**	**6:00 p.m.**
Wednesday, October 25, 2023	**BOC Regular Workshop Meeting**	**6:00 p.m.**
Wednesday, November 8, 2023	**BOC Regular Meeting**	**6:00 p.m.**
Friday, November 10, 2023	**'VETERANS DAY OBSERVED' – City Holiday**	
Wednesday, November 15, 2023	**BOC Regular Workshop Meeting** *(date changed due to Thanksgiving Holidays)*	**6:00 p.m.**

Thursday, November 23, 2023	**THANKSGIVING DAY – City Holiday**	
Friday, November 24, 2023	**DAY AFTER THANKSGIVING DAY – City Holiday**	
Candidate Qualifying Period	**NOON, Monday, December 4, 2023 through NOON, Friday, December 15, 2023, *excluding weekends*** ***(Commissioner District 1 and Commissioner District 2)- March 19, 2024, Presidential Preference Primary – Municipal Election)***	
Wednesday, December 13, 2023	**BOC Regular Workshop Meeting** *(date changed due to Christmas and New Year's holidays)*	**4:00 p.m.**
Wednesday, December 13, 2023	**BOC Regular Meeting**	**6:00 p.m.**
Friday, December 22, 2023	**'CHRISTMAS EVE OBSERVED' – City Holiday**	
Monday, December 25, 2023	**CHRISTMAS DAY – City Holiday**	
Friday, December 29, 2023	**'NEW YEAR'S EVE OBSERVED' - City Holiday**	
Monday, January 1, 2024	**NEW YEAR'S DAY – City Holiday**	