



BOARD OF COMMISSIONERS WORKSHOP MEETING AGENDA

**Wednesday, January 25, 2023 at 6:00 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. ROLL CALL

3. PUBLIC COMMENT

Public participation is encouraged. If you are addressing the Commission, step to the podium and state your name and address for the record. 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.

4. CITY MANAGER'S MONTHLY REPORT - DECEMBER 2022

A. City Manager's Monthly Report - December 2022

5. DISCUSSION ITEMS

A. FY 2023 Budget Amendment #1

B. Discuss State Lobbying Services

C. City Public Fireworks Show(s) - Frequency

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

E. Extension of Engineering Services Contract

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

G. Sanitation Solid Waste Chapter 54 Ordinance proposed changes

H. Discuss Possible Certain Residential Amenities Rental Prohibitions

I. Update on John's Pass Dredging

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

6. 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.

CITY MANAGER'S REPORT- DECEMBER 2022

CITY MANAGER

Happy Holidays to you, your families, and your friends. Hopefully you took a few days as vacation and enjoyed the many holidays celebrating with music, meals, local public events, gatherings with family and friends, or in various other celebrations and activities. From holiday lights on Gulf Blvd and 150th Ave to our John's Pass Tree lighting on Dec 3 to our annual Festival of Lights Boat Parade and Merry Market held at R.O.C. Park on Dec 10 to the weekly Wednesday Madeira Market on Madeira Way, thousands enjoyed the various festivities that make December a very magical and festive month. Hopefully you like my family and I enjoyed the wonderful and festive décor all month long. Thank you very much to all who coordinated, assisted, and/or volunteered to make all events and activities very successful. Please continue reading below to learn of the upcoming January 2023 events, updates on various City projects, and numerous data and statistics from City departments.

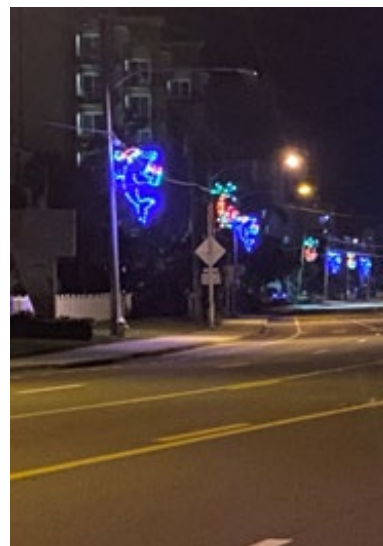
HAPPY NEW YEAR, 2023 !!



John's Pass Bell Tower Holiday Decor



Sand Holiday Tree



Gulf Blvd Lights

We ended 2022 with much to be proud of and certainly a lot to look forward to in 2023. I continue to be extremely thankful for the Board of Commissioner's support while working alongside very dedicated, knowledgeable, and professional staff. Throughout all of 2022 City staff continued to provide the most efficient and effective city services to ensure Madeira Beach remains a fabulous place to live, learn, work, play, and visit. All the men and the women in our City departments continued to daily provide a variety of services such as fire prevention/response, beautification, building/code inspections, processing applications, recreation, special events, parking, and much more with great dedication, professionalism, and compassion. Collectively, our daily focus continues to ensure Madeira Beach remains a very safe City that properly maintains its infrastructure and beauty and seeks to continue to properly manage and enhance its economic development and redevelopment.

We concluded our 75th Anniversary year, Madeira Beach incorporated as a City on May 5, 1947, with a new look City Hall 2nd floor lobby that will continue to provide various City items for sale

CITY MANAGER'S REPORT- DECEMBER 2022

showcasing our City pride. Please stop by Mondays through Fridays from 8 am to 4:30 pm, to view and possibly purchase one of the new City of Madeira Beach shirts, hats, photo prints, stickers, and other items. Please help us showcase our unique Madeira Beach identity by wearing or displaying one of the new items.

City Hall 2nd Floor Lobby – City shirts, hats, prints, bags, vanity license plate, etc., for sale



CITY RECYCLING – NEW COLLECTION COMPANY BEGINS JAN 4, 2023

On Wednesday, January 4, 2023, **Waste Pro** will begin collecting the weekly curbside recycling throughout Madeira Beach. At the October 5, 2022, Commission Workshop, City staff was directed to negotiate a contract with Waste Pro who was the lowest bid out of 4 proposals submitted to the City in response to the City's request for proposals to provide city-wide recycling collection and processing services. The current vendor, Waste Connections, will collect a final time on Wed, Dec 28, including removing the 18 gallon blue containers. Beginning the week of Dec 26, Waste Pro will begin delivering the new 64 gallon blue recycling container to each residence. The new vendor and service incorporating the larger recycling container will result in a monthly increase for weekly curbside recycling collection of \$5, bringing the total monthly recycling cost to \$12 per month (billing will continue as it has, by Pinellas County Utilities, every other month).

Please remember the following items may be recycled:

CITY MANAGER'S REPORT- DECEMBER 2022

- PAPER** newspaper, magazines, junk mail, computer/printer paper, catalogs, brown/white/colored paper bags, paperboard cartons, wrapping paper
- CARDBOARD** cereal boxes (without plastic liner), soda cartons (without plastic wrap), cardboard boxes (flattened, no larger than a 4' x 4' square)
- GLASS** all clear, brown, green glass FOOD and BEVERAGE bottles (must be rinsed out with no residue and lids/caps removed)
- PLASTIC** all plastic FOOD and BEVERAGE containers that have the Recycle symbol and a number 1 or 2 (must be rinsed out with no residue and lids/caps removed)
- METAL** aluminum FOOD and BEVERAGE cans (rinsed out with no residue and lids/caps removed), tin FOOD and BEVERAGE cans (rinsed out with no residue and lids/caps removed), clean aluminum foil & pie pans, empty aerosol cans

ITEMS NOT RECYCLABLE: plastic bags, egg cartons, Styrofoam, pizza boxes (normally only the top/lid may be recycled if it is super clean-no cheese/grease/toppings)

ANY & ALL TRASH – please dispose of trash in appropriate trash bags and receptacles.

Thank you for recycling responsibly.

WELCOME TO WASTE PRO
EFFECTIVE JANUARY 4TH WE WILL PROVIDE YOUR
WEEKLY RECYCLING COLLECTION

RECYCLE RIGHT

Plastic bottles, jugs, and glass

Metal cans

Cardboard boxes

Paper



DO NOT use your cart until JANUARY 4TH
If you do not receive your cart between the week of December 26th-30th please contact Waste Pro at 727-452-5278.

Cart delivery will occur the week of **DECEMBER 26th - 30th, 2022**

Questions? Please visit us online www.wasteprousa.com or call us 727-452-5278.



REDUCE, REUSE, RECYCLE

CITY MANAGER'S REPORT- DECEMBER 2022

MARCH 14, 2023 MUNICIPAL ELECTION

SEATS UP FOR ELECTION – TERM – SALARY

- Mayor – Three-Year Term - \$10,000 Annual Salary (*Mayor contest to appear on the Election Ballot*)
- Commissioner District 3 - Two-Year Term - \$7,500 Annual Salary (*No opposition - Eddie McGeehen to serve as the newly elected Commissioner for District 3*)
- Commissioner District 4 - Two-Year Term - \$7,500 Annual Salary (*No opposition - Anne-Marie Brooks to serve as the newly elected Commissioner for District 4*)

During the Candidate Qualifying Period held for the March 14, 2023, Municipal Election, four candidates qualified to have their name placed on the Election Ballot. Two candidates qualified for Mayor, one candidate qualified for Commissioner District 3 and one candidate qualified for Commissioner District 4.

- The Mayor contest will appear on the Election Ballot.
- The Commissioner District 3 and Commissioner District 4 contests will not appear on the Election Ballot. Eddie McGeehen will serve as the newly elected Commissioner for District 3, and Anne-Marie Brooks will serve as the newly elected Commissioner for District 4.

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 has yet to be scheduled.

MAYOR - 3 Year Term – Mayor Contest to Appear on March 14, 2023, Municipal Ballot:

Doug Andrews

Jim Rostek

Commissioner District 3 - Two-year Term:

Congratulations to Eddie McGeehen! Eddie did not have opposition, therefore, his name will not appear on the March 14, 2023, Municipal Ballot. On Election Day, March 14, 2023, Eddie will be the newly elected Commissioner for District 3 for a two-year term. The term to begin upon induction into office at the first meeting following the Election.

Commissioner District 4 - Two-year Term:

Congratulations to Anne-Marie Brooks! Anne-Marie did not have opposition, therefore, her name will not appear on the March 14, 2023, Municipal Ballot. On Election Day, March 14, 2023, Anne-Marie will be the newly elected Commissioner for District 4 for a two-year term. The term to begin upon induction into office at the first meeting following the Election.

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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.
-

CITY CLEAN-UPS & BEAUTIFICATION

Thank you very much to our fabulous & spectacular Madeira Beach organizations that once again held a clean-up in December

Trash Pirates of Mad Beach



Trash Turtles



- Trash Pirates monthly clean-up held on Sat, Dec 3
- Trash Turtles clean-up held Sat, Dec 10

Thank you to all the wonderful volunteers, family, and friends that continue to make our community a better place to live, learn, work, and play. The pounds of trash removed at the clean-ups truly make our slice of paradise shine. The City very much appreciates all your efforts. Please continue to look forward to future monthly clean-ups.

Additionally, our City Public Works and Recreation crews continued daily maintaining our beach/sand, parks, and public rights-of-way clean and beautiful. From the daily sand raking to trash abatement to tree/greenery maintenance City staff diligently ensure residents and visitors enjoy a pristine City. Thank you to all our City staff for their continued commitment.

ENVIRONMENTAL STEWARDSHIP

As we continue with various City beautification work including the monthly city-wide clean-ups and enhanced recycling services, we will also continue reminding our residents, businesses, and visitors to ensure all trash/waste ends up in the proper containers and that we look for ways to yield/produce less waste as well as to conserve energy and water. Pinellas County Utilities strives to provide environmental awareness through conservation initiatives to protect and to preserve our drinking water resources. Information and examples of water information and conservation:

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TOP 3 HOUSEHOLD WATER USES

Gallons per person per day

Toilet	20.1
Clothes Washer	15
Shower.....	13.3

Changing wasteful habits, plus the proper selection and installation of water-efficient fixtures and appliances will enhance indoor water conservation.

Install water saving devices

- Ultra low flow toilets
- Low flow aerators
- Low flow showerheads

Check for leaks

To detect leaks, turn off all water in home and check the outside meter. Read the meter again in 15 minutes. If it hasn't moved, you have no leaks. If it has, search them out.

Repair leaks promptly

A slow drip can add up to 15 or 20 gallons per day, while a 1/6-inch faucet leak wastes 100 gallons in 24 hours.

Remember, you are paying for every drop!

MADEIRA BEACH MARKET



Please remember to visit our weekly Market on Madeira Way showcasing over 30 local vendors selling a variety of crafts, arts, clothing, yummy food selections, fresh produce, and much more. Join us on Madeira Way every Wednesday from 10 am to 2 pm, until May 2023 to shop local including many gift options. Residents and visitors alike will be impressed with the variety of items available for purchase.

RESIDENT PARKING PERMIT

A reminder for all RESIDENT PARKING PERMIT holders to renew your resident parking permit for your vehicle for calendar year 2023. All resident parking permits are only valid for the calendar year, Jan 1 to Dec 31, that they were issued. Anyone parking in a resident parking permit area or City lot without the resident parking permit attached to their vehicle will likely receive a parking citation. Please stop on by City Hall to obtain a 2023 RESIDENT PARKING PERMIT – remember to bring:


CITY MANAGER'S REPORT- DECEMBER 2022


1. Vehicle registration
2. Driver's license
3. Lease for 6 months or more, if renting


Only full-time or seasonal residents (must reside in Madeira Beach for at least three months) of Madeira Beach who reside in a residential dwelling unit or live-aboard within the corporate limits of Madeira Beach are eligible to receive a resident parking permit. Some additional rules:


1. Only three (3) parking permits per dwelling
2. Resident parking permit is not transferable to another person or vehicle
3. Overnight parking is not allowed in City lots
4. Resident parking permit is only valid when affixed/attached to driver side, lower left windshield or on City-issued (sold) vanity license plates (New for 2023)

Vanity Plate Info:


 Cost is \$40 per plate per year

 Vanity Plate will be included in the 3 passes per family allotment

 Vanity Plate must be adhered to front bumper of vehicle

 Vanity Plates are non-transferrable, they are linked to a specific vehicle

 Parking tickets can be incurred if Vanity Plate is not adhered properly or on incorrect vehicle

 If a new car is purchased, bring in the vanity plate as well as the vehicle registration. We will update the information in our system

Reminder- Owners renting their properties are not eligible for parking passes. The City of Madeira Beach reserves the right to refuse or revoke parking passes.

Questions, please contact City Hall or better yet, stop by Monday – Friday between 8 am and 4:30 pm.

CITY ACTIVITY

As in prior months thousands continued to visit and along with residents enjoyed our December events including the monthly City/beach clean-ups, the annual tree lighting at John's Pass complete with snow and a visit by Santa and Mrs. Claus, the annual Holiday Merry Market at R.O.C. Park, the annual Festival of Lights Boat Parade, various City meetings, and our Final Friday on Dec 30 at John's Pass.

Please read below for upcoming January 2023 events including the monthly Trash Pirates clean-up on Sat, Jan 7; the 41st Annual John's Pass Seafood Festival at John's Pass from Fri, Jan 13 to Sun, Jan 15; City meetings including the Planning Commission on Mon, Jan 9, Regular Commission meeting on Wed, Jan 11, Commission Workshop on Wed, Jan 25 (3 meetings beginning at 6 pm), Breakfast with the City Manager on Sat, Jan 28, beginning at 9 am at Archibald Park's Snack Shack; and the Final Friday on Jan 27 at John's Pass.



CITY MANAGER'S REPORT- DECEMBER 2022

Throughout December we continued selling various 75th commemorative items as well as the new City items including hats, t-shirts, license plates, stickers, tote bags, and various City present and historic images on 16" x 20" canvass. All are invited to visit City Hall on Mondays to Fridays from 8:00 am to 4:30 am to view and/or purchase these items.

City staff continued our daily provision of various services including the daily cleaning and maintenance of our sand and our parks, processing dozens of building permits, providing recreation classes such as yoga and cardio drumming, accommodating many visitors to our ROC park for events, and providing daily parking, marina, public works, and other support services city-wide. Work on various projects listed below continued as we continued with the preparation of some sizeable projects including repairing/replacing beach groins and dredging a part of John's Pass.

Additional details are included in this report including specific departmental information and data. Please feel free to review and ask questions regarding our city services provision. Please feel free to contact me for any City matter or just to say hello:

rgomez@madeirabeachfl.gov

727.580.8014

CURRENT & UPCOMING CITY PROJECTS – more details in the Public Works section

- (1) Beach Groins Renourishment – surveying work completed-restoration to begin late Feb/Mar 2023.
- (2) East and West Parsley (area 3) and Parts of 129th and 131st Avenues (area 5) - milling and resurfacing streets & stormwater system improvements.
- (3) Gulf PI and adjacent City parking lots/beach access, from 135th to 130th Ave – milling and resurfacing, to begin in early summer 2023
- (4) City Military Honor Court, at Patriot Park – design in Jan to Feb 2023, construction Mar-Apr 2023.

UPCOMING SPECIAL EVENTS/ACTIVITIES/MEETINGS

- (1) **Trash Pirates monthly clean up** at John's Pass Bell Tower area and Archibald Park, Sat, Jan 7, 8 am.
- (2) **CITY PLANNING COMMISSION MEETING**, Mon, Jan 9, 6 pm, CITY HALL – Commission Chambers
- (3) **CITY COMMISSION REGULAR MEETING**, Wed, Jan 11, 6 pm, CITY HALL – Commission Chambers
- (4) **JOHN'S PASS SEAFOOD FESTIVAL**, Fri, Jan 13, noon to 9 pm; Sat, Jan 14, 10 am to 9 pm; Sun, Jan 15, 10 am to 6 pm

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Link to event information:

eventeny.com/events/41st-annual-johns-pass-seafood-festival-3335/

- (5) **BOARD OF COMMISSIONERS WORKSHOP** CITY HALL, Wed, Jan 25, 4 & 6 pm, – Commission Chambers
- (6) **Final Friday**, Friday, June 27, 6 pm, John's Pass
- (7) **Breakfast with the City Manager**, Saturday, June 28, 9:00 am, City Hall Commission Chambers

JOHN'S PASS SEAFOOD FESTIVAL

Please join us the weekend of Friday, January 13 to Sunday, January 15 for the 41st annual John's Pass Seafood Festival.



For the last 41 years, the historic John's Pass Village & Boardwalk in Madeira Beach Florida becomes a venue for a large celebration of fresh gulf seafood, the John's Pass Seafood Festival. The three-day outdoor event features hundreds of local vendors offering a plethora of seafood, an art and crafts show, live music, and various family-friendly activities!

CONTACTING CITY OF MADEIRA BEACH: a reminder of the various means and methods to contact/reach out to us, report an issue/concern, visit, etc.,

- City internet/web site: www.madeirabeachfl.gov
- Via email (listed on our website): rgomez@madeirabeachfl.gov
-all city employee emails are the first letter of the first name followed by last name
- On the phone (main line): **727-391-9951**
-additional phone #'s listed on website
- In person at City Hall, 300 Municipal Dr, open M-F 8 am to 4:30 pm: to obtain a resident permit parking pass/sticker, purchase our 75th anniversary items (shirts, hats, etc), to ask a question(s), or to just say hello
- In person at City Hall Commission Chambers, for our monthly Board of Commission meetings:
Regular Meeting on the 2nd Tuesday of each month
Workshop Meeting on the 4th Tuesday of each month
-both typically begin at 6pm

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- Via our App: **CITY OF MADEIRA BEACH MOBILE APP**

CITY OF MADEIRA BEACH MOBILE APP



Launched in early November 2021, remember to download the free City of Madeira Beach mobile app, **My Madeira Beach**, from the Apple App or Google Play stores. Residents, businesses, visitors can utilize the app to communicate service requests and/or report concerns/issues such as potholes, trash, graffiti, or any other area needing City attention. The app is also a great resource with links to the City website, news, and ongoing/upcoming events.

Building Official(s) – Development Report (December - 2022)

City Building Official, Frank DeSantis reports that our redevelopment/economic development continues at a steady pace including several large condominium projects on-going and/or under current plan review.

- The **Schooner Resort** is under review
- The **Tiki Docks Bar & Grill** permit has been issued. (Interior Restaurant only)
- **15405 Gulf Blvd. Azul Townhomes**
 - Phase #1
 - ✓ Lintel, 1st lift is ready to be inspected
 - Phase #2
 - ✓ Foundations are complete
 - ✓ City and engineering to review site data
- **300 150th Ave. The Residences at Town Center**
 - ✓ Finalizing punch list
 - ✓ Project 100%
- **200 150th Ave. Harbor at Town Center**
 - ✓ Preparing 5th floor to pour
 - ✓ Vertical on pour #2, 4th floor almost complete
 - ✓ Mason is scheduled to start in 10 days at the 2nd level
- The **Holiday Isles projects** (*The Development Order expires August 26, 2023*) No Change
 - ✓ **555 150th Ave.** (Hampton Inn Hotel) – (*The permit #4082 expires May 7, 2023*)
Site clearing and grading work continues – expected to be complete in two to three weeks.
 - ✓ **565 150th Ave.** (31-unit building) – (*The permit #20210386 expires December 2, 2024*)
New silt fencing installed, no scheduled date to start.

CITY MANAGER'S REPORT- DECEMBER 2022

PERMIT TYPES ISSUED (12/01/2022 through 12/31/2022):

- | | | |
|--|---|--|
| • SFH projects – (1)
<i>Single Family Homes</i> | • Commercial projects – (0)
<i>Remodel</i> | • Residential projects – (7)
<i>Remodel</i> |
| • Docks & Lift projects – (4)
<i>Replacement & Repairs</i> | • Roof & Awning projects – (6)
<i>New & Re-roof</i> | • Fence – (3)
<i>New & Replacement</i> |
| • Generator projects – (0)
<i>New Generator</i> | • Swimming Pool – (4)
<i>New</i> | • Seawall projects – (10)
<i>New Seawall & Cap</i> |
| • Demo Permits – (2)
<i>Demolition</i> | • Driveway/Pavers – (5)
<i>New</i> | • Deck – (1)
<i>New & Replacement</i> |
| • Windows/Doors – (14)
<i>Replacement</i> | • Mechanical E/C/O's – (9)
<i>New AC units</i> | • Sign projects – (0)
<i>New Sign Permits</i> |
| • Electrical Permits – (5)
<i>Meter, Panel C/O's</i> | • Plumbing HW C/O's – (3)
<i>Hot Water Heaters</i> | • Solar Permits – (1)
<i>New Solar Permits</i> |

Monthly Totals (12/01/2022 through 12/31/2022):

- **Building Department:**
 1. 79 different types of permits were processed & issued.
 2. \$50,249.81 Permit fees collected.
 3. \$1,938,617 Permit estimated value or cost.
 4. 190 completed inspections (average 10 +/- per day)

- **Building Code Compliance & Residential Rental Inspections:**
 1. 6 new code compliance case was created.
 2. 6 code compliance cases being resolved.
 3. 28 open/outstanding code compliance concerns with the help of the Special Magistrate.
 4. 2 residential rental inspections for the month of December

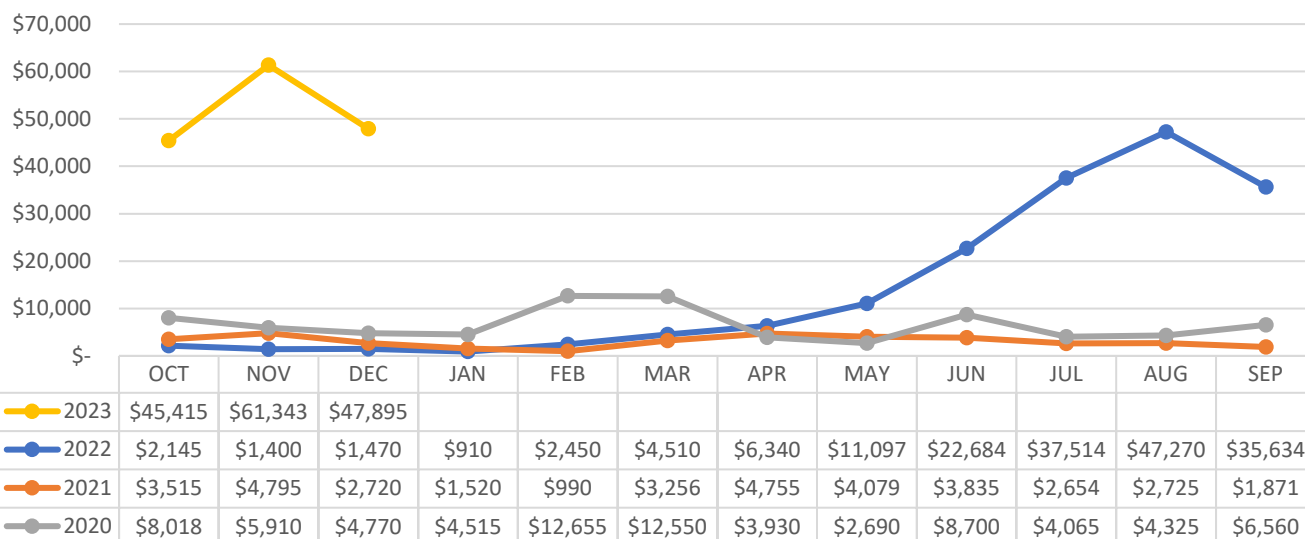
PARKING

November Parking Revenue: \$ 233,442.38

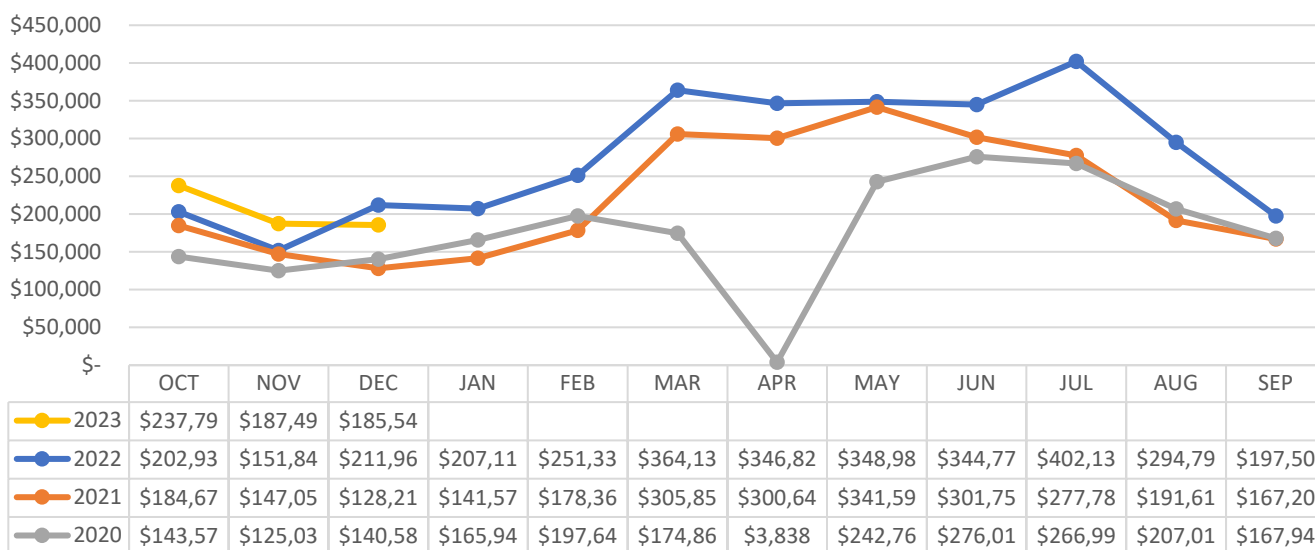
- Parking Meters: \$ 185,547.38
- Parking Fines: \$ 47,898.00
- Parking Garage Fund: \$ 487,835.75
 - \$.50 from every hour of parking fees are placed in a fund to build a parking garage.
This fund was started December 2021.

CITY MANAGER'S REPORT- DECEMBER 2022

Parking Fines



Parking Meters



COMMUNITY DEVELOPMENT

The ordinances related to the John's Pass Village Activity Center were discussed at a special Planning Commission meeting on Monday, 11/28/22, and recommended to move to the Board of Commissioners. The BOC opted to push the review of the ordinances from their December 14th meeting to the BOC meeting scheduled for January 11, 2023. The Planning Commission will review all recommended changes to the Madeira Beach Comprehensive Plan at the January 9th meeting. Please note the January tasks related to disaster recovery, which include making a communication plan and building a disaster kit: FEMA- January Plan - Madeira Beach, FL (madeirabeachfl.gov)

CITY MANAGER'S REPORT- DECEMBER 2022

The permit application volume remains high, resulting in longer review times. All applications, including revisions, are reviewed in the date order received. Reminders have been sent regarding overdue business tax payments.

CITY OF MADEIRA BEACH MARINA

On the evening of December 10th, the City of Madeira Beach held its 56th Annual Holiday Boat Parade. The weather was perfect for this event with temperatures in the low 70's and a very light breeze. In my estimation the parade was viewed by tens of thousands of people. We had nearly 40 boats participate in the parade. Onlookers were shoulder to shoulder along the sea walls of City Hall-ROC Park. The Boardwalk at Johns Pass and all the waterfront restaurants were full of very "spirited" people. However, for me and the rest of the parade boats we really enjoy seeing the amount parties at the residential homes in all the finger canals throughout Madeira Beach. It's great to see all the residents' family and friends enjoying their holiday parties planned around this event. It's honestly the true reward for every boater participating in this event. Here's a list of the top ten boats and their numbers:

Winning Order	Name	Boat #
1	Dan Casey	111
2	Al Carrier	19
3	Tom Schaffer	59
4	Roger Gerstung	409
5	Trevor Jones	211
6	William Ramsey	107
7	Dell Hamilton	58
8	Admiral Farragut Academy	82
9	Doug Martico	313
10	Kathleen Ferland	13

Thank you to everyone who helped and participated in this event. It is truly one of the best events we have all year.

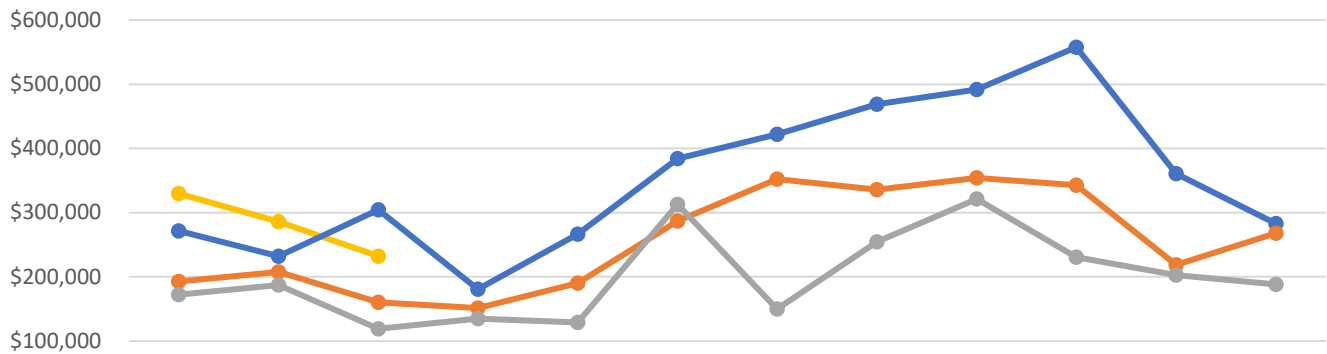
Fishing will be tough next month with all the cold weather and windy days. When we do get a little weather window Red Grouper and Lane Snapper season will open on January 1st. Fish hard bottom areas and small ledges in 60-100 feet of water. Frozen squid and threadfins will work fine this time of year if they are fished on the bottom. Remember to check the myfwc.com website for any upcoming or new regulations.

Thank you and enjoy the paradise we live in.
Brian Crabtree

Please see the next page for Marina Revenue.

CITY MANAGER'S REPORT- DECEMBER 2022

Marina Revenue



\$-

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2023	\$329,54	\$285,83	\$232,20									
2022	\$271,39	\$232,08	\$304,21	\$180,59	\$266,29	\$383,87	\$422,06	\$469,09	\$491,79	\$557,70	\$360,60	\$282,70
2021	\$192,41	\$207,58	\$160,07	\$151,17	\$190,31	\$286,88	\$352,39	\$335,82	\$354,06	\$342,62	\$218,69	\$267,85
2020	\$172,15	\$187,22	\$118,94	\$134,87	\$128,82	\$312,75	\$149,93	\$254,54	\$321,18	\$230,60	\$202,75	\$188,26

Account #	Description	Dec'22
405.9300.347500	ATM Service Charge	-
405.9300.347901	Unleaded Fuel Sales	125,224.62
405.9300.347902	Diesel Sales	12,627.15
405.9300.347903	Diesel - Commerical	34,556.22
405.9300.347905	Propane Sales	183.92
405.9300.347906	Propane - Exempt	60.00
405.9300.347908	Misc Store Income-Taxable	20,389.19
405.9300.347909	Misc Store Income-Non Taxable	110.00
405.9300.347911	Dry Storage Fees	11,129.58
405.9300.347912	Transient Rentals	4,249.39
405.9300.347913	Marina Slip Rent	23,102.00
405.9300.347914	Annual Fishing Tournament	-
405.9300.347915	Land & Sea Sales	-
405.9300.347916	Late Fees	-
405.9300.347917	Boat Ramp Parking	429.90
405.9300.361100	Interest Earnings	-
405.9300.369900	Other Miscellaneous Revenues	
405.9300.369903	Refund Prior Year Expenses	-
405.9300.369904	Sales Tax Collection Allowance	30.00
405.9300.369912	Boat Ramp Fees	-
405.9300.369913	Commission - Laundry Equipment	107.75
405.9300.389201	Federal Grant - Clean Vessel	-
Total		<u>232,199.72</u>

PUBLIC WORKS



Sanitation Reminders

& Recycling Reminders



Branches & Palm Fronds

Garbage & Recycling Carts

- Place at curb by 7 AM on Pickup day
- Place 3 Feet away from mailboxes, trees, and other structures
- Carts are for household garbage and recycling only. No bulk items are to be placed inside the carts
- Report any damaged cart to Public Works

Contractor Debris

- All contractors are required to haul away any and all debris they generate within Madeira Beach

Items Not Accepted

- Concrete, tile, or pavers
- Interior or Exterior Demolition Material
- Paint or Chemicals

Bulk Items

- Additional fee will be charged, call to schedule pickup

Garbage & Recycling Carts

- Must be placed at the curb by 7 AM Wednesday
- Branches must be cut to 4 feet or less in length and 4 inches in diameter
- Piles larger than 4' in height and 8" in length will be charged an additional fee
- Do not place any debris on the street, curb, or on top of stormdrains
- Leaves, Grass Clippings, and Small plants should be placed in a bag or garbage can no more than 50 pounds.

Commercial Dumpsters

- Do not block dumpsters
- Keep lids closed to keep out rain and critters
- Keep dumpster on solid ground ex concrete, pavers, or asphalt
- Properties with garbage on the ground or overflowing will be charged additional fees

Please call Public Works @ 727-543-8154 with any questions.

CITY MANAGER'S REPORT- DECEMBER 2022

PROJECT UPDATES- DEC 2022

Beach Groin Renourishment Project

- Design is finalized and submitted for Permitting
- Staff is working with FDEP and FWC for the construction schedule and will be placing the project out to bid as soon as finalized.

Area 3 – E Parsley, W Parsley, Marguerite, A Street, B Street, and Lynn Way. Roadway and Drainage improvement Project.

- Working on preliminary design for utility locates.

Area 5- 131st Ave E and 129th Ave Roadway and Drainage improvement Project

- Engineering Scope to be placed on February 2023 Commission Agenda for approval to start design.

Area 6a- Municipal Dr., Harbor Dr., 1st St. E., 2nd St. E., 153rd Ave., 154th Ave., & 155th Ave. Roadway and Drainage Improvements

- Engineering Scope to be placed on February 2023 Commission Agenda for approval to start design.

Gulf Lane and Beach Access roadway and drainage improvements

- The project will consist of Milling and resurfacing Gulf Lane along with 135th to 130th Beach access parking lots and improving the stormwater drainage.
- Plans are complete and staff is working with Underground Consultant and Duke Energy to place the conduit in the ground for future underground of all utilities.

Gulf Blvd Utility Undergrounding

- Waiting for the Binding Cost Estimate (BCE) from Duke Energy, quantities of materials needed for the project
- Task 2 – Construction management and Construction approved by the BOC September 14th.
- Anticipated date for completion August 2023

FDOT Bridge Repair Project

Updates can be found at: [439565-1-52-01 SR 699/Gulf Blvd Bridge Maintenance over John's Pass \(fdottampabay.com\)](https://www.fdot.com/439565-1-52-01-SR-699-Gulf-Blvd-Bridge-Maintenance-over-Johns-Pass)

- This project will provide routine maintenance to the lighting and moveable parts of the John's Pass bridges.
- Construction is anticipated to begin in the spring of 2022 and be complete in the fall of 2023.
 - Construction Manager – Matt Kappler 727-575-8300
matthew.kappler@dot.state.fl.us

FDOT Drainage Improvement for Johns Pass and 131st

- Project is complete

Gulf Blvd Water leak

CITY MANAGER'S REPORT- DECEMBER 2022

- FDOT has design plans to create an underdrain and connect it to their existing storm that runs down Gulf Blvd.

FDOT has no estimated start date as of December 27, 2022.

WELCOME TO WASTE PRO

WASTE PRO®
Caring For Our Communities®

wasteprousa.com
[@Waste_Pro_USA](https://twitter.com/Waste_Pro_USA)
[wasteprousa.com](https://www.wasteprousa.com)


**ATTENTION RESIDENTS OF
MADEIRA BEACH, FL**

RECYCLE COLLECTION DAYS **EFFECTIVE JAN 4**

Recycling Collection WEDNESDAY

More information on the reverse side.



WELCOME TO WASTE PRO
EFFECTIVE JANUARY 4TH WE WILL PROVIDE YOUR WEEKLY RECYCLING COLLECTION

RECYCLE RIGHT

Plastic bottles, jugs, and glass



Metal cans



Cardboard boxes



Paper



DO NOT use your cart until JANUARY 4TH

If you do not receive your cart between the week of December 26th-30th please contact Waste Pro at 727-452-5278.

Cart delivery will occur the week of **DECEMBER 26th - 30th, 2022**

Questions? Please visit us online www.wasteprousa.com or call us 727-452-5278.



Memorandum

Meeting Details: January 25, 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 FY 2023 Budget Amendment #1, which will be introduced as a resolution in the next regular meeting if approved.

Attachments

- Exhibit A – FY 2023 Budget Amendment #1 Details

EXHIBIT A – FY 2023 BUDGET AMENDMENT #1

BUDGET SUMMARY BY CHARACTER
CITY OF MADEIRA BEACH - FISCAL YEAR 2022-2023

General Fund Tentative Millage Rate:

2.7500 mills

		Governmental						Proprietary					
		General Fund	Archibald Park Fund	Building Fund	Debt Service Fund	Gas Tax Fund	Local Option Sales Tax Fund	Total	Sanitation Fund	Marina Fund	Stormwater Fund	Parking Fund	Total
No.	Character Description												
Revenues & Other Inflows													
31	Taxes	5,849,192	-	-	-	55,000	575,000	6,479,192	-	-	-	-	-
32	Permits, Fees And Special Assessments	591,000	-	1,300,000	-	-	-	1,891,000	-	-	-	-	-
33	Intergovernmental Revenue	4,908,473	1,750,000	-	-	45,000	-	6,703,473	-	-	-	-	-
34	Charges For Services	1,267,200	540,000	-	-	-	-	1,807,200	1,645,000	1,855,720	700,000	2,805,000	7,005,720
35	Judgements, Fines, & Forfeits	5,000	-	-	-	-	-	5,000	-	-	-	40,000	40,000
36	Miscellaneous Revenues	525,200	14,000	22,500	10,000	2,500	35,000	609,200	15,000	30,900	50,000	-	95,900
38	Other Sources	2,287,163	1,750,000	-	275,000	-	-	4,312,163	-	-	1,490,000	-	1,490,000
Revenues & Other Inflows Total		15,433,228	4,054,000	1,322,500	285,000	102,500	610,000	21,807,228	1,660,000	1,886,620	2,240,000	2,845,000	8,631,620
Fund Balance/Net Position Carryover Used		1,629,491	1,003,094	-	20,000	38,500	696,500	3,387,585	115,714	-	5,598,849	-	5,714,563
Total Sources		17,062,718	5,057,094	1,322,500	305,000	141,000	1,306,500	25,194,812	1,775,714	1,886,620	7,838,849	2,845,000	14,346,183
Expenses & Other Outflows													
10	Personnel Services	3,975,018	272,227	684,413	-	-	-	4,931,659	623,190	315,090	294,813	171,836	1,404,929
30	Operating Expenditures/Expenses	8,841,200	492,250	113,500	-	141,000	-	9,587,950	1,015,750	263,500	342,250	254,750	1,876,250
60	Capital Outlay	554,500	4,215,000	233,500	-	-	1,306,500	6,309,500	45,000	240,000	5,620,000	25,000	5,930,000
70	Debt Service	-	-	-	305,000	-	-	305,000	-	10,000	1,497,000	-	1,507,000
80	Grants And Aids	6,000	-	-	-	-	-	6,000	-	-	-	-	-
90	Other Uses	3,516,000	52,617	169,172	-	-	-	3,737,789	81,774	113,813	69,786	1,800,000	2,065,373
Expenses & Other Outflows Total		16,892,718	5,032,094	1,200,585	305,000	141,000	1,306,500	24,877,898	1,765,714	942,403	7,823,849	2,251,586	12,783,552
Contingencies		170,000	25,000	20,000	-	-	-	215,000	10,000	15,000	15,000	5,000	45,000
Fund Balance/Net Position Available		-	-	101,915	-	-	-	101,915	-	929,217	-	588,414	1,517,631
Total Uses		17,062,718	5,057,094	1,322,500	305,000	141,000	1,306,500	25,194,812	1,775,714	1,886,620	7,838,849	2,845,000	14,346,183

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	
General Fund - Fire/EMS	001.4000.564000	Capital Equipment	184,500	5,000	
Total Budgeted Outflow Increase:				63,000	
Local Option Sales Tax Fund - Non-Departmental	103.1400.380001	Fund Balance Carryover Used	-	63,000	63,000
Total Budgeted Inflow Increase:				63,000	

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	5,598,849.00	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.

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	1,629,491.00	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

EXHIBIT A: FY 2023 BUDGET AMENDMENT #1, CONTINUED

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	1,629,491.00	30,000	1,659,491
Total Budgeted Inflow Increase:				30,000	

Purpose:

Additional pilings at John's Pass Boardwalk in need of repair

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	1,629,491.00	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	1,629,491.00	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

Item 5A.

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	1,629,491.00	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	1,629,491.00	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.

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	1,629,491.00	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.

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	125.5240.531011	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.

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	1,629,491.00	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.

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	1,629,491.00	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 administrative 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 Fund	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 Fund	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 Administration	3,180,538	3,180,538	98,240	3%
General Fund	Recreation	582,343	582,343	363,619	62%
Local Option Sales Tax Fund	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%



MEMORANDUM

Date: Jan 25, 2023
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: DISCUSS STATE LOBBYING SERVICES

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. At the Feb 8 Commission Regular Meeting, staff will be requesting to continue utilizing Shumaker at a cost of \$4,500 per month, plus up to \$250 per month for out of pocket expenses.

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.

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 MADERIA 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 the compensation specified in paragraph 3 for the remaining Initial Term of the Agreement.

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 MEDEIRA BEACH

SHUMAKER ADVISORS FLORIDA, LLC

Signature: _____

Signature: _____

By: Robin Gomez

By: Ronald A. Christaldi

Its: City Manager

Its: President and Chief Executive Officer

Dated: _____

Dated: _____

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.



MEMORANDUM

Date: Jan 25, 2023
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: CITY PUBLIC FIREWORKS DISPLAY(S)

Background

The City has historically hired a firm/vendor for its annual 4th of July (Independence Day) fireworks show, the only one held by the City, lasting usually 20-25 minutes at a cost of just under \$30,000. In 2022, the City held two (2) fireworks shows with one in May to celebrate the City's 75th anniversary (show lasting about 10 minutes), followed by the annual Independence Day one held on July 5th.

Discussion

Whether the City should continue to hold one annual 4th of July (Independence Day) fireworks show lasting 20-25 minutes, or hold multiple shows similar to 2022. The City will be holding a City Founder's Day event every May that could incorporate a shorter fireworks display or possibly another fireworks display on New Year's Eve or other festival/event, in addition to the 4th of July celebration. Whatever the decision, the City will solicit bids for the fireworks displays.



Memorandum

Meeting Details: January 25, 2023

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Request for Qualifications (RFQ) Continuing Engineering Consultant and Urban Design Services

Background

The City contracts 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.

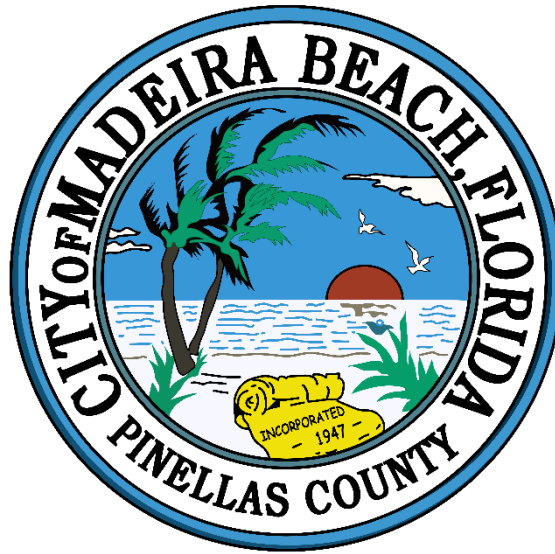
Fiscal Impact

All Engineering services are budgeted for services for the designated department.

Recommendation(s)

Attachments

- 2023 RFQ Continuing Engineering Consultant and Urban Design



City of Madeira Beach

Request for Qualifications RFQ

No. TBD

Continuing Engineering Consultant and Urban
Design Services

Due by 3:00 pm TBD
City Hall
300 Municipal Drive
Madeira Beach, Florida 33708

Request for Qualifications For Continuing Engineering Consultant and Urban Design Services

1. PURPOSE & INTRODUCTION

The purpose of this Request for Qualifications (RFQ) is for The City of Madeira Beach to receive responses from qualified firms capable of providing Engineering Services for public works projects and firms capable of providing Consulting Services for assistance with various planning efforts pursuant to, and in compliance with, the requirements of F.S. 287.055.

The city will be selecting **up to two** (2) firms to serve as Engineer of Record for a three (3) year term with two (2) one year extension options. The consulting firm shall assist the City towards solutions to engineering problems and designate the approach or technique to be used towards accomplishment of the City's objective for each project or assignment. The firm's services may include, but not be limited to, planning, design, surveys, reviews, construction specifications, construction observation, and permitting. Consulting firms may also be asked to provide engineers for emergency inspections following a natural disaster.

Engineering Firms must demonstrate in-house competence in the following areas:

- Roadway Design
- Stormwater Drainage and Inspection (with coastal communities)
- Pavement Management
- Landscape Architectural Services
- Park Design (active, passive and coastal)
- NPDES Services (including field inspection services)
- Water Quality Monitoring
- Stormwater Utility Services
- FDOT, FDEP, USACE, and SWFWMD
- FEMA Hazard Mitigation Grant Contract/Construction Administration

Engineering Firms Team must demonstrate competence in the following areas:

- Structural Engineering
- Architectural Services
- Bridge Inspection and Design
- Surveying
- Construction Engineering and Inspection (CEI)
- Geographic Information Systems Programming
- FDOT Local Agency Program (LAP) Projects

General Engineering Services to include (but not limited to) design and consultation services for the following upcoming projects:

- Roadway Rehabilitation and Reconstruction
- Roadway Design
- Sidewalk and Curb Construction
- Parks and Parkway Improvements
- Lift Station Rehabilitation
- Sanitary Sewer Pipe Installations
- Bridge Repairs
- Roof Replacements/Repairs

- Stormwater Improvements
- Reclaimed Water Pipe & Service Line Replacements
- Seawall Repairs and Reconstruction
- Facility Design and Commissioning
- Environmental Assessments
- Structural Analysis
- Plan Review
- FDEP NPDES MS4 Permit Services
- Marina Facilities
- Rate Studies for City Provided Services
- FEMA Hazard Mitigation Grant Administration

Additional services may include, but are not limited to community outreach, multimodal planning, urban/landscape design, architectural renderings, design guidelines, comprehensive planning, impact fee structures, transportation planning, economic development, “green” initiatives, and land development code amendments. The following accreditations of each firm’s employees or sub-consultants are highly desirable: AICP, AIA, ASLA, or LEED certified professionals.

Consultant Team Firms should also illustrate experience with some or all the following projects:

- Multimodal design: public and private realm design graphics for pedestrian, bicycle, transit, and vehicular use; Street-level renderings and visuals; Land Development code amendments that support multimodal design.
 - “Smart code” calibration or form-based code writing.
- Multimodal transportation districts (data and analysis, technical report, comprehensive plan amendment).
 - Transportation modeling.
- Reviewing traffic studies submitted as part of site plan approval.
- Impact fee studies.
- Urban design and design guidelines.
- Assistance with planning-related public outreach and workshops, including but not limited to design charrettes.
- Analysis of planning data.
- “Green” (LEED or FGBC) site design standards, land development code regulations

The selected consulting firm(s) will be working on an as-needed basis, and this contract does not guarantee the selected consultant(s) a minimum number of projects. The City reserves the right to issue separate contracts for specific services at the city’s sole discretion.

2. CALENDER OF EVENTS

- Request for Qualifications (RFQ) release: September 17 , 2018 TBD
- RFQ submittal date, no later than 3:00 PM: October 1, 2018 TBD
- Evaluation committee review: October 2, 2018 TBD
- Evaluation committee recommendation: October 2, 2018 TBD
- Interviews (**if necessary**): October 5, 2018 TBD
- Selection/recommendation to Commissioners for award: November 5, 2018 TBD

3. QUALIFICATIONS

Statements of Qualifications will be considered from firms normally engaged in implementing the service requested. The responding firm shall present their statement of qualifications as outlined in the submission of submittals section of this document. Respondents must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City of Madeira Beach. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms, and conditions of the Contract. The City of Madeira Beach will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all Statements of Qualifications where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.

4.SUBMISSION OF SUBMITTALS

The purpose of this section is to provide information related to the qualifications of interested firms to perform the service requested herein. Response to all subsets of this section is mandatory. Failure to provide the requested information may result in the Statement firm's submission being deemed non-responsive. A non-responsive submittal will not receive further consideration. Upon submission, all submittals become the property of the City of Madeira Beach and are subject to public records laws. All expenses, including travel expenses for interviews, incurred in the preparation of the submittal shall be borne by the Respondent.

The following information shall be provided in the order detailed:

- a. **Title Page** - List the RFQ subject, the name of the firm, local address, telephone number, name of contact person and date, e-mail address of contact person.
- b. **Table of Contents** – Include a clear identification of the material included in the submittal by page number.
- c. **Letter of Interest** – Limit one (1) page. Make a positive commitment to perform the required work. Also provide the name(s) of the person(s) who will be authorized to make representation for your firm, their title, telephone number, and e-mail address.
- d. **Project Specific Statement of Qualifications and Profile of Firm** – Limit eight (8) pages. State the size of staff, number of registered professionals and overall experience of the assigned staff for this assignment. Include technical background, experience information, and other applicable data on proposed personnel and any proposed sub-consultants. Include an organizational chart of project team and describe communication processes to be used within the project team. Give the location of the office from which the work is to be done.
- e. **Services Approach** – Limit six (6) pages. Include a general synopsis of the firm's approach and understanding of the work required. Include the firm's Quality Assurance Control program or policy.
- f. **References** - Limit ten (10) pages. Provide information for those projects which have been successfully completed which are like those required under this assignment. Please include projects recently completed within the last five (5) years. Additionally, document that the respondent has been awarded and provided services for five (5) contracts to other local governments similar to this contract within the last five (5) years.
 - o References shall include:
 - o Client name, address, phone number, e-mail address.
 - o Description of the scope of the work.
 - o Month and Year the project was started and completed.
 - o Total cost and professional service fees paid.

- Role of the firm and the responsibilities.
- g. **Insurance Requirements** – Provide proof of insurance in accordance with insurance requirements section included in this RFQ.

Attachments (additional exhibits) to the proposal are acceptable; however, any attachments provided do not take the place of the written proposal requirements as listed above. Full resumes are to be attached as exhibits to the proposal.

5. CONTACT INFORMATION

Please direct all technical inquiries concerning this Request for Qualifications in writing to the following City representative. Questions must be submitted by (5) days prior to the proposal due date.

Megan Wepfer
 Madeira Beach Public Works Director
 300 Municipal Dr.
 Madeira Beach, Florida 33708
 Phone: (727) 391-9951 Ext 401
 E-Mail: mwepfer@madeirabeachfl.gov

6. SUBMITTAL PROCEDURES:

Firms shall submit four (4) original submittal, four (4) copies and one electronic copy (USB- PDF Format). Responses must be submitted by the date and time indicated below. Statements of Qualifications not submitted by that time will be refused. Statements of Qualifications shall not be valid unless sealed in a single envelope or box marked:

“Continuing Engineering Consultant and Urban Design Services” and received by:

City of Madeira Beach City Clerk’s Office
 300 Municipal Drive
 Madeira Beach, FL 33708

Request for Qualifications will be received until 3:00PM on Thursday, January 31st, 2013, at the office of the City Clerk, City of Madeira Beach, Florida 33708. TBD

7. EVALUATION AND SELECTION OF CONSULTANT

A City review team will evaluate each firm's submission based upon the criteria stated in this Request for Qualifications and the ability to execute the services. The top firms may be invited to make oral presentations of their proposals to the evaluation team. Following the evaluation process, the team will then select the firms that the city considers most qualified. The successful Firm(s) will be requested to enter negotiations to produce a contract for this assignment. The City reserves the right to negotiate modifications to Statements of Qualifications that it deems acceptable. The City reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient.

Firms will be evaluated in accordance with the weighted criteria listed below. All criteria will be graded on a 1-5 scale, with 1 being the lowest score possible and 5 being the highest score. Criteria will also be weighted based upon each individual reviewer's determination of level of importance. Criteria will be weighted on a 1-10 scale, with 1 being not as important and 10 being the most important criteria.

Selection Criteria are as follows:

- Qualification of the Project Team
- Qualification of Prime Consultants designated Project Manager
- Qualification of Prime Consultants designated Project Professional Engineer
- Qualifications of the Sub-Consultants
 - Firm's Experience Working on Public Works Projects (Streets, Sidewalks, Curbs, Sanitary, Storm, Reclaimed, Buildings, Parks, Seawalls)
- Quality Assurance Control Program/Policy
- Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city
- Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts
- Consultants demonstrated understanding of the City of Madeira Beach's infrastructure
- Location of Firm

8. CITY RESERVES THE RIGHT TO REJECT ALL BIDS

The City reserves the right to reject all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be in the best interest of the City. The City of Madeira Beach reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this Request for Qualifications as best serves the needs of the City.

9. DESIGNATED CONTACT

The awarded firm shall appoint a person to act as a primary contact with the City. This person or back-up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms of the Contract.

10. INSURANCE REQUIREMENTS

Include in Qualifications proof of Insurance furnished by the firm's carrier to guarantee the engineering firm is insured.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

Public and Commercial Liability Insurance not less than \$1,000,000.00.
 Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
 Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

- Full Workers Comprehensive Insurance required by Florida Law for all people employed by the contractor to perform work on this project

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

11. INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

12. ASSURANCES

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of Madeira Beach will apply.

13. PROJECT RECORDS

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract and Florida Statutes chapter 119. These records shall be kept in accordance with generally accepted accounting methods, and the City of Madeira Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

14. DEVIATIONS FROM SPECIFICATIONS

Respondents shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the city.

15. NO COLLUSION

By offering a submission to this Request for Qualifications, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principals(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

16. TERMINATION

The resulting contract may be canceled by the City when:

- a. When sufficient funds are not available to continue its full and faithful performance of this contract.
- b. Sub-standard or non-performance of contract.
- c. The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

17. SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- a. That the respondent acted in good faith in submitting the submittal.
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent.
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent.
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- e. The respondent submits documentation and an explanation of how the error was made.

18. TAXES, FEES, CODES, LICENSING

The Consultant shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

19. COMPLIANCE WITH ALL APPLICABLE LAWS

Respondents shall comply with all applicable local, state, and federal laws and codes.

20. ATTACHMENTS

Design Services Agreement CONSULTANT shall provide CITY consulting, engineering, or design services in accordance with this Agreement

Florida Public Entity Crimes Act Prior to, and during the term of any contract with the City, the City requires that CONSULTANT shall comply with The Florida Public Entity Crimes Act, §287.133, Fla. Stat. All Proposals and contracts shall include a complete and sworn statement pursuant to §287.133(3)(a), Fla. Stat., attached hereto as Exhibit A.

Drug Free Workplace Certification CONSULTANT shall include a signed and completed Drug Free Workplace Certification, attached hereto as Exhibit B.

DESIGN SERVICES AGREEMENT

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 2018, by and between the CITY OF MADEIRA BEACH, FLORIDA, (hereinafter referred to as “CITY”), and _____, a Florida Corporation (hereinafter referred to as “CONSULTANT”).

WHEREAS, CITY desires to engage a firm to provide professional consulting, engineering OR design services for the project hereafter described;

WHEREAS, CITY desires to engage CONSULTANT to provide consulting, engineering and design services upon the Scope of Services to be issued subsequent to the execution of this agreement;

WHEREAS, CONSULTANT is qualified and able to provide the services described herein;

WHEREAS, this agreement has been properly approved by the appropriate authority for CITY and CONSULTANT.

NOW, THEREFORE, for an in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable, and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - PROJECT

1.1 PROJECT

CONSULTANT shall provide CITY consulting, engineering, or design services in accordance with this

Agreement and as more particularly described in the Scope of Services hereafter issued to CONSULTANT by CITY in accordance herewith (hereinafter "SERVICES"). The SERVICES shall be provided for the project more particularly described in the Scope of Services hereafter issued to CONSULTANT by CITY in accordance herewith.

1.2 PROJECT TERM AND PARAMETERS

1.2.1 CONSULTANT shall serve as the CITY's Engineer of Record for a three (3) year term with two (2) one year extension options. 1.2.2. The consulting firm shall assist the City towards solutions to engineering problems and designate the approach or technique to be used towards accomplishment of the City's objective for each project or assignment. The firm's services may include, but not be limited to, planning, design, surveys, reviews, construction specifications, construction observation, and permitting. Consulting firms may also be asked to provide engineers for emergency inspections following a natural disaster.

1.2.3 Each individual engineering PROJECT may be competitively bid in phases or on a specific engineering project basis. The budget for each phase of the PROJECT shall be as set forth in the Scope of Services for each phase of the PROJECT executed pursuant hereto. CONSULTANT acknowledges that the PROJECT is publicly funded and budgeted and that fiscal constraints may cause CITY to change the scope or size of the PROJECT, or any phase thereof, or terminate the PROJECT in its entirety. If the PROJECT is adjusted,

CONSULTANT'S compensation shall be adjusted as provided herein. CONSULTANT shall designate, in writing, a representative to act for CONSULTANT on the PROJECT, to receive notices and communications from CITY. Additional representatives may be designated in a Scope of Services to have primary responsibility for any particular phase of the PROJECT, but the PROJECT representative shall have primary overall responsibility for the PROJECT.

ARTICLE II - SERVICES

2.1 SCOPE OF SERVICES

2.1.1 CONSULTANT shall provide overall concept plans, architectural designs, drawings, specifications, review, advice, mapping, planning, landscape architecture, environmental services, engineering designs, construction phase services, construction inspections, and public input services relative to the PROJECT in accordance with the applicable Scope of Services set forth below.

Engineering Firms must have demonstrated In-house competence in the following areas:

- Roadway Design
- Stormwater Drainage and Inspection (with coastal communities)
- Pavement Management

- Landscape Architectural Services
- Park Design (active, passive, and coastal)
- NPDES Services (including field inspection services)
- Water Quality Monitoring
- Stormwater Utility Services
- FDOT, FDEP, USACE, and SWFWMD
- FEMA Hazard Mitigation Grant Contract/Construction Administration
- FEMA and Floodplain Code and Ordinance Compliance

Engineering Firms Team must have demonstrated competence in the following areas:

- Structural Engineering
- Architectural Services
- Bridge Inspection and Design
- Surveying
- Construction Engineering and Inspection (CEI)
- Geographic Information Systems Programming
- FDOT Local Agency Program (LAP) Projects

General Engineering Services to include (but not limited to) design and consultation services for the following upcoming projects:

- Roadway Rehabilitation and Reconstruction
- Roadway design
- Sidewalk and Curb Construction
- Parks and Parkway Improvements
- Lift Station Rehabilitation
- Sanitary Sewer Pipe Installations
- Bridge Repairs
- Roof Replacements/Repairs
- Stormwater Improvements
- Reclaimed Water Pipe & Service Line Replacements
- Seawall Repairs and Reconstruction
- Facility design and commissioning
- Environmental Assessments
- Structural Analysis

- Plan Review
- FDEP NPDES MS4 permit services
- Marina Facilities
- Rate Studies for City provided services
- FEMA Hazard Mitigation Grant Administration

Additional services may include, but are not limited to some or all the following projects:

- Multimodal design: public and private realm design graphics for pedestrian, bicycle, transit, and vehicular use; Street-level renderings and visuals; Land Development code amendments that support multimodal design.
- “Smart code” preparation, calibration or form-based code writing.
- Multimodal transportation districts (data and analysis, technical report, comprehensive plan amendment).
 - Transportation modeling.
- Reviewing traffic studies submitted as part of site plan approval.
- Impact fee studies.
- Urban design and design guidelines.
- Assistance with planning-related public outreach and workshops, including but not limited to design charrettes.
- Analysis of planning data.
- “Green” (LEED or FGBC) site design standards, land development code regulations

2.1.2 - The consulting firm(s) will be working on an as-needed basis, and this contract does not guarantee the selected consultant(s) a minimum number of projects.

2.1.3 - The City reserves the right to issue separate contracts for specific services at the city’s sole discretion

2.1.4 - The following accreditations of each firm’s employees or sub-consultants are highly desirable: AICP, AIA, ASLA, or LEED certified professionals.

2.1.5 - The selected consulting firm(s) will be working on an as-needed basis, and this contract does not guarantee the selected consultant(s) a minimum number of projects.

2.1.6 - The City reserves the right to issue separate contracts for specific services at the city’s sole discretion.

2.1.7 - One or more Scope of Services for SERVICES on the various phases of the PROJECT shall be submitted by CONSULTANT, and upon written approval by CITY, shall be incorporated herein.

2.1.8 - The SERVICES shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Work Schedule incorporated within the Scope of Services.

2.2 PROJECT STUDY AND DESIGN SERVICES

As specifically authorized by a Scope of Services approved by CITY in writing, CONSULTANT shall perform the following services:

2.2.1 CONSULTANT shall conduct planning, engineering, field testing, investigations, and studies, and prepare engineering reports and cost estimates, pertaining to the PROJECT. CONSULTANT shall prepare the detailed design for any phase of the PROJECT that has been approved by CITY. The detailed design shall include detailed construction drawings, specifications, and contract documents suitable for inviting construction bids for each phase of the PROJECT. The SERVICES shall include the preparation of an estimate of probable cost of construction based upon completed construction plans. One (1) set of reproducible drawings and an electronic version and the number of complete sets of drawings, specifications and contract documents set forth in the Scope of Services shall be submitted to CITY by CONSULTANT for each phase of the PROJECT. When CADD software is used on the PROJECT, CONSULTANT shall submit a copy of all drawing files on computer disc or CD ROM, as specified by CITY, in addition to the reproducible drawings.

2.2.2 CONSULTANT shall prepare, when requested by CITY, Design Reports for Immediate Action Improvements. Immediate Action Improvements shall include phases of a smaller nature with minimal construction costs, as outlined in the Scope of Services. Such Design Reports shall set forth the design bases, criteria, assumptions, schematics, materials, description, and equipment evaluation and preliminary selection thereof, with capacities, and such other information and material as may be appropriate to thoroughly describe the intended design. Public participation shall be utilized as appropriate and identified in the Design Report. A minimum of one (1) copy of each Design Report shall be submitted to CITY's representative. CONSULTANT shall not proceed with detailed project design until such time as CITY approves the Design Reports for said Immediate Action Improvement.

2.2.3 CONSULTANT shall confer, as authorized, with officials of state, federal and local agencies having jurisdiction over the PROJECT, during the preparation of the drawings and specifications, and shall assist CITY in obtaining approval of the same and in obtaining required permits from and agreements with such agencies. CONSULTANT shall research the availability of, and obtain, existing records, reports, maps, plans, aerial photographs, surveys, and other data from other agencies for use on the PROJECT.

2.2.4 CONSULTANT shall review laws, codes and regulations applicable to the PROJECT, and shall incorporate all legal requirements, and requirements of government agencies having jurisdiction over the PROJECT, into the design thereof.

2.3 ENGINEER SERVICES

As specifically authorized by the Scope of Services approved by CITY in writing, CONSULTANT shall perform the following services:

2.3.1 CONSULTANT shall furnish a chief resident engineer or construction observer for observation of construction, and assistants (including other field staff, related

office management and clerical staff) as may be needed. All of which shall be under the general direction and instruction of the CONSULTANT.

2.3.2. CONSULTANT shall arrange for and accompany CITY officials in partial payment and final payment inspections of the construction as may be authorized to ensure that the Work is completed as invoiced.

2.4 SCHEMATIC DESIGN

2.4.1 CONSULTANT shall prepare Schematic Designs for review with CITY and other design professionals on the PROJECT, in accordance with the approved Scope of Services for the PROJECT. 2.4.2.

CONSULTANT shall work with CITY and the other design professionals on the PROJECT to define the PROJECT construction, improvement, and renovation, and to provide design assumptions, which facilitate preparation of an estimate of construction cost. CONSULTANT shall obtain CITY's approval prior to proceeding with Design Development.

2.5 DESIGN DEVELOPMENT

2.5.1 CONSULTANT shall provide engineering design development documents for the PROJECT that shall include drawings and material specifications. Material specifications shall be in outline format. Design development drawings shall be submitted by CONSULTANT in accordance with the approved Scope of Services for the PROJECT.

2.5.2. CONSULTANT shall develop the Design Development documents in consultation with CITY, and in coordination with the other design professionals on the PROJECT to ensure coordination of PROJECT design, material quality and construction budget. At the close of the Design Development phase, CONSULTANT shall obtain CITY's approval prior to proceeding with construction documentation.

2.6 CONSTRUCTION DOCUMENTS

2.6.1 CONSULTANT shall prepare engineering construction documents for the PROJECT, including all drawings and specifications reasonably required by normal industry practice to support the construction, in accordance with the approved Scope of Services for the PROJECT.

2.6.2 During the course of construction the contractor and/or Engineer shall keep at site a set of markup prints indicating changes from original drawings. Drawing will be available for review by Engineer. Mark-up prints shall be used by the Engineer to prepare two (2) sets of as-builts as record of all construction revisions. Two sets of as-built drawings will be provided to the City at no extra cost.

2.7 BIDDING

2.7.1 CONSULTANT shall provide reproducible copies of Construction Documents, attend one (1) pre-bid meeting, provide efficient and prompt communications with all bidders, attend one (1) bid opening, and provide continuity of PROJECT management. The construction contract shall be on a form provided by CITY with

recommendations from CONSULTANT as to the content thereof. CONSULTANT shall provide bid documents to prospective bidders. CONSULTANT shall respond to questions from prospective bidders, as necessary.

2.7.2 If the budget for any phase of the PROJECT is exceeded by the lowest bona fide and qualified bidder, without further compensation to CONSULTANT, CITY shall:

2.7.2.1 provide written authorization for an increase in the budget;

2.7.2.2 authorize rebidding of the phase of the PROJECT, within a designated time period;

2.7.2.3 terminate that phase of the PROJECT; or

2.7.2.4 revise the scope of that phase of the PROJECT as required to reduce the cost of the work.

2.8 CONSTRUCTION ADMINISTRATION

2.8.1 In no event shall CONSULTANT visit the site less than once a week. CONSULTANT shall report to CITY on the progress and quality of the work and whether such work is proceeding in accordance with the Contract Documents. Such reports shall be made to the City Manager or his/her designee of CITY on a weekly basis.

2.8.2 CONSULTANT shall provide construction administration services for the engineering aspects of the PROJECT. CONSULTANT shall maintain contractor compliance with the construction documents.

Construction administration services for this PROJECT shall include, without limitation:

2.8.2.1 Attend pre-construction meeting;

2.8.2.2 Attend weekly coordination meetings;

2.8.2.3 Review requisitions and change order proposals from the Contractor;

2.8.2.4 Make on-site visits to observe progress of construction and conformance to construction documents;

2.8.2.5 Provide response and clarification of field requests for information (RFIs); and

2.8.2.6 Process shop drawings submitted.

2.8.2.7 Collections of warranties, and operating manuals.

2.8.3 CONSULTANT shall provide payment administration services for the construction aspects of the PROJECT.

2.8.3.1 Review and approve applications and certificates for payments.

2.8.3.2 Processing of contractor's final payment

2.8.3.3 Collection of releases of liens.

2.9 AUTHORIZATION OF WORK

2.9.1 All work to be performed by CONSULTANT under this Agreement shall first be authorized by CITY by written Scope of Services, pursuant to the following:

2.9.1.1 Authorizations approved by CITY shall contain a description of the Work to be undertaken. The authorization shall also contain a budget amount of the fee to be paid based upon the applicable method for calculating the fee, and such budget amount shall not be exceeded, unless prior written approval by CITY is obtained. The form and format of the budget shall be in sufficient detail so as to identify the various elements of cost and shall be subject to approval of CITY. A scope of services for all phases of the PROJECT shall be prepared by CONSULTANT and subject to written approval of CITY.

2.9.1.2 The authorization may contain additional instructions or provisions specific to the authorized Work for the purpose of expanding upon certain aspects of this Agreement pertinent to the Work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this

Agreement, except as to the specific projects to which such additional instructions or provisions pertain.

CONSULTANT shall not be entitled to compensation for any work performed by CONSULTANT without the necessary written authorization.

2.10 GENERAL SERVICES DURING CONSTRUCTION

2.10.1 As may be specifically authorized by written Scope of Services, CONSULTANT shall:

2.10.1.1 Furnish general planning, environmental and engineering services during construction of phases of the PROJECT for which drawings, specifications and contract documents have been previously prepared by CONSULTANT or accepted by CONSULTANT as being suitable for use.

2.10.1.2 The SERVICES shall include advice and assistance, if required, to CITY in the receipt and analysis of bids and the award of construction contracts, advice and assistance during construction, preparation of such sketches as are needed to resolve actual field conditions, provide any field surveys and/or measurements related to the engineered project, review of shop drawings and working drawings submitted by the contractors, periodic observations of work in progress, review of cost estimates for payments to the contractors during the progress of and upon completion of the contracts, and observation of the final testing and final inspection of the completed Work.

2.10.1.3 Review materials and equipment submittals tendered by bidders and contractors when such submittals are alternatives to those specified or previously approved.

2.10.1.4 Review and report on claims for extra compensation or time extensions submitted by contractors.

2.10.1.5 When requested by CITY, prepare, and submit proposed contract change orders.

2.10.1.56 Prepare and submit monthly progress reports covering the general progress of the Work which describe construction activities, schedules, costs, and problems occurring during the period.

2.11 POST CONSTRUCTION

2.11.1 CONSULTANT shall provide PROJECT closeout services, including walk-through service at the conclusion of the PROJECT build-out.

2.11.2 CONSULTANT shall obtain authority from any surety for the making of periodic or final payments to any contractor.

2.11.3 CONSULTANT shall provide two (2) sets of as-built drawings to the City.
Sealed as-built drawings will be on both printed documents and digital format.

ARTICLE 3 – CITY

RESPONSIBILITIES 3.1 COVENANTS BY CITY

3.1.1 CITY shall:

3.1.1.1 Pay such fees as are due and payable to CONSULTANT, according to the schedule set forth in the Scope of Services for services authorized, in advance in writing, and properly performed.

3.1.1.2 Appoint a representative under this Agreement, with authority to authorize Work under this Agreement, transmit instructions, receive information, and transmit interpretations and definitions of the CITY'S policy and decisions pertinent to the Work covered by the applicable Scope of Services.

3.1.1.3 Make available, upon request of CONSULTANT, all existing records, reports, maps, plans, aerial photographs, surveys, or other data in CITY'S possession pertaining to the Work on the PROJECT under any Scope of Services authorized hereunder.

3.1.1.4 Make facilities and properties, under CITY'S control, available and accessible for inspection and access by CONSULTANT, for the performance of the Work hereunder.

3.1.1.5 Pay the publication costs for advertisements for qualified bidders for construction of the PROJECT, as budgeted.

3.1.1.6 Pay all permit fees required by agencies having jurisdiction over the PROJECT, unless otherwise agreed to by the parties.

3.1.1.7 Provide information concerning its objectives, schedule, constraints, budget with reasonable contingencies, and criteria for the PROJECT.

ARTICLE 4 - ADDITIONAL SERVICES

4.1 The following shall not be included within the SERVICES provided by CONSULTANT, hereunder:

4.1.1 Soils engineering if required;

4.1.4 Design of telephone, intercom, or computer systems;

4.1.5 Payment of impact and permitting fees; and

4.1.6 Materials testing.

4.2 Services additional to the SERVICES shall be provided by CONSULTANT if authorized, in writing, by CITY.

4.3 CONSULTANT shall, when authorized by Scope of Services, in writing, by CITY from time to time:

4.3.1 Assist CITY and serve as technical representative in meetings, correspondence and other forums as required with adjacent jurisdictions, service providers, utility customers and franchise holders.

4.3.2 Make necessary field surveys (including easement plans and description) not otherwise provided by CITY.

4.3.3 Prepare necessary state and federal grant application forms; provide additional planning, environmental, engineering services, special plans and descriptions, as may be required to assist CITY in obtaining various permits and approvals for construction and operation; and prepare for and attend public meetings and hearings as may be authorized by CITY.

4.3.4 Furnish additional copies of drawings, specifications, contract documents, special drawings, reports, and similar documents.

4.3.5 Prepare a set of reproducible record drawings of the completed Work based upon marked-up prints, drawings and other data furnished by the contractor to CONSULTANT showing those changes made during the construction process.

4.3.6 Revise previously approved studies, reports, design, documents, drawings and specifications.

4.3.7 Prepare detailed renderings, exhibits or scale models of projects.

4.3.8 Furnish advice and assistance in the organization of an operation and maintenance staff, in the delegation of routine operating duties, in the organization of sampling and analyses, in the operating and testing of equipment, in the preparation of operating and laboratory report forms, in the adjustment of treatment processes for more efficient performance and assist in the operation of the facilities.

4.3.9 Prepare operation and maintenance manuals for the use of CITY personnel for selected projects; 4.3.10 Conduct investigation and prepare reports pertaining to operations, maintenance and overhead expenses; prepare rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; prepare detailed quantity surveys of material and labor; and prepare material audits or inventories required for certification of force account construction performed by CITY.

4.3.11 Perform additional services resulting from projects involving more than one general construction contract, separate construction contracts for different building trades, or separate equipment contracts.

4.3.12 Perform additional services in connection with the rejection and re-bidding of construction projects.

4.3.13 Review a project prior to the expiration of the guarantee period and to report observed discrepancies under guarantees provided by the construction contract.

4.3.14 Perform additional services during construction made necessary by Work damaged by fire or other cause during construction, acceleration of the work schedule involving services beyond normal working hours, or contract default due to delinquency or insolvency.

4.3.15 Serve as an expert witness for CITY in any litigation or arbitration and to assist CITY in preparing for litigation or arbitration; and

4.3.16 Advise and assist in wholesale service agreements, service area establishment, capital improvement planning, planning services in accordance with Chapter 163, F.S., Comprehensive Planning Act requirements, Redevelopment Districts, Special Districts, or Target Areas, and other services as requested by CITY.

4.3.17 Perform contract administration and related report preparation, owner, contractor and intergovernmental/interagency communications, and file management for FEMA hazard mitigation grant projects.

ARTICLE 5- PERSONNEL

5.1 CONSULTANT'S professional personnel who shall be assigned to the PROJECT shall be as set forth in the Scope of Services for each phase of the PROJECT, as designated therein.

5.2 CONSULTANT shall be the primary consultant on the PROJECT, and the following sub-consultants shall perform SERVICES hereunder, without additional compensation by CITY:

_____.

5.3 Any of the sub-consultants may be replaced, upon agreement of the parties. Any replacement or additional sub-consultants shall be subject to CITY'S approval.

ARTICLE 6 -SCHEDULE

6.1 CONSULTANT shall proceed with the SERVICES upon receipt of CITY'S signed authorization to proceed. Following the initial planning meeting with CITY and the other design professionals on the PROJECT, CONSULTANT shall prepare a master PROJECT schedule, on a task-by-task basis, including the analysis, design and documentation work to be accomplished. CONSULTANT shall submit for CITY'S approval a schedule for the performance of the SERVICES, which shall include allowances for periods of time required for CITY'S review and approval of submissions by authorities having jurisdiction over the PROJECT. Time limits established by the schedule approved by CITY shall not be exceeded by CONSULTANT. Time is of the essence in the performance of the SERVICES by CONSULTANT. The preliminary schedule shall be as provided in the Scope of Services for each phase of the PROJECT.

ARTICLE 7 – FEES AND COSTS

7.1 PAYMENT FOR SERVICES

7.1.1 CITY shall pay CONSULTANT for all services authorized and properly performed subject to the budget set out in the Scope of Services, by one of the following methods, as agreed in writing, in advance, by the parties:

7.1.1.1 A mutually agreed upon lump sum of _____; or 7.1.1.2

At the hourly rates as set forth in the attached rate sheet. Sub-consultant costs shall be invoiced at the actual fee paid by CONSULTANT; or

7.1.1.3. On a cost-plus multiplier of _____ based on direct salary costs times a factor of _____ as determined by agreement of the parties, where salary cost is actual salary and wages. Direct labor costs are based on the actual weekly compensation paid to personnel divided by 40 hours. The multiplier factor compensates for indirect salary costs, overhead operating costs, and profit allowance.

Sub-consultant fees shall be invoiced at the actual fees paid by CONSULTANT; or

7.1.1.4 Such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto.

7.1.2 Reimbursable expenses shall be invoiced at the actual expenditures incurred by CONSULTANT as follows:

7.1.2.1 Expense of transportation and living when performing travel authorized in writing by City, for long distance calls and telegrams, and for any fees paid for securing approval of authorities having jurisdiction over the Scope of Services. CITY shall pay such fees, directly, when a price advantage is available.

Travel expenses shall be in accordance with CITY'S travel and per diem allowance schedule. Travel to CITY offices and work sites and telephone and other consultation with CITY shall not be reimbursable; and

7.1.2.2 Expenses for reproduction, postage and handling of drawings and specifications, except file copies, such copies as required to facilitate review and approval and copies provided to contractors in accordance with terms of a contract. Copies provided to prospective bidders shall be sold, directly, to the prospective bidders by CONSULTANT.

7.1.3 All fees shall be invoiced monthly and are due and payable monthly. The monthly amount due shall be determined as the costs are incurred for SERVICES performed using the multiplier or hourly method of compensation defined above, or in proportion of the work completed for services to be performed when a lump sum method of compensation is used, in accordance with the Scope of Services issued by CITY.

7.1.4 If during and after the completion of the drawings, specifications and contract documents described in this Agreement, in accordance with the directions of CITY, it becomes necessary to review or revise the drawings, specifications or contract documents due to changes in federal, state, or city law, rules, regulations or other requirements adopted after preparation thereof, payment for such review or revision shall be made to CONSULTANT according to such method or methods of calculating the fee as may be mutually agreed upon in advance, in writing. Other changes or revisions shall be made only upon written authorization of CITY directing such changes, review or revisions by CONSULTANT. SERVICES for such changes or revisions shall be paid for at a mutually agreed upon lump sum or at the rates of payment described above, as agreed in advance, in writing, by the parties.

7.1.5 CONSULTANT warrants that it has not employed or retained any company or person, other than bona fide employees working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 8 - MISCELLANEOUS

8.1 TERMINATION

8.1.1 Either party may terminate this Agreement, without cause, prior to the execution of any Scope of Services hereunder, or after completion of all Work required under any purchase orders previously issued hereunder.

8.1.2 CITY may suspend, cancel or abandon any part or phase of the PROJECT described in the Scope of Services, or the services of the CONSULTANT called for under the Scope of Services, without cause, upon providing CONSULTANT five (5) days prior written notice, and CONSULTANT shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment.

8.1.3 It is expressly understood by CONSULTANT that the PROJECT is contingent upon the availability of sufficient funding for the same, and the PROJECT may be reduced or enlarged in scope and the architectural services and payments provided hereunder may be adjusted accordingly, as determined by CITY in its sole discretion.

8.2 OWNERSHIP OF DOCUMENTS, MATERIALS

8.2.1 Reproducible copies of all documents, including without limitation all reports, estimates, plans, drawings, exhibits, tests, specifications, and electronic record drawings, prepared for the PROJECT, shall be the property of CITY and shall be delivered to CITY upon completion of each said document. CITY may utilize any documents prepared by CONSULTANT or any sub-consultant hereunder in any manner it chooses, in its sole discretion, without being subject to any copyright protection.

8.2.2 All documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable

for reuse by others on extensions of the PROJECT or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purposes intended shall be at CITY'S sole risk. Any such verification or adaptation by CONSULTANT shall entitle CONSULTANT to further compensation at rates to be agreed upon by the parties.

8.2.3 Any equipment, materials or supplies for which CITY pays a specific charge under this Agreement shall become the property of CITY upon completion of the part or phase of the PROJECT for which the item was specifically purchased, but in no event later than termination of this Agreement.

8.3 PUBLIC RECORDS

8.3.1 Contractor acknowledges that it is acting on behalf of a public agency; this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. CONSULTANT acknowledges that some or all the documents generated or kept by CONSULTANT, or any sub-consultant may be deemed to be public records under Florida law, and CONSULTANT fully accepts any responsibility required by law in producing or making available said documents.

8.3.2 Contractor shall comply with the following with regard to public records and agrees to the following:

8.3.2.1 The Contractor shall keep and maintain and not delete any and all public records required by the public agency and contractor necessary to perform the service.

8.3.2.2 Upon request from the public agency's custodian of public records, the Contractor shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided in this chapter or as otherwise provided by law.

8.3.2.3 The Contractor shall ensure that public records that are exempt or confidential and, therefore 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.

8.3.2.4 The Contractor shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and, therefore, 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 records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is

compatible with the information technology systems of the public agency.

- 8.3.2.5 A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the custodian of public records for the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request. The Contractor must provide the records to the public agency or allow the records to be inspected, copied or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.
- 8.3.2.6 If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- 8.3.2.7 A Contractor who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.
- 8.3.2.8 If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if: The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time, and; At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
- 8.3.2.9 The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed in this contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- 8.3.2.10 A Contractor who fully, completely, and timely complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.
- 8.3.2.11 If the Contractor Has Questions Regarding the Application Of Chapter 119, Florida Statutes, To The Contractor's Duty To Provide Public Records Relating To This Contract, Contact The Custodian Of Public Records At:

City of Madeira Beach
City Clerk Clara VanBlargan

Madeira Beach, FL 33708 727-391-9951, Ext. 231
cvanblargan@madeirabeachfl.gov

8.4 WARRANTY, INSURANCE AND LIABILITY

8.4.1 CONSULTANT warrants that the SERVICES shall be carefully, skillfully, and timely performed; in accordance with the standard for such professional services at the time those services are rendered.

8.4.2 Throughout the term of this Agreement and until the completion of all construction of the PROJECT, CONSULTANT shall carry liability insurance for injury or loss arising from comprehensive general and automobile exposures at a minimum of \$1,000,000.00 per individual, per occurrence, and professional liability insurance in an amount not less than \$1,000,000.00. CONSULTANT shall provide to CITY certificates of insurance evidencing the existence of each required insurance policy, within (30) days of the date of this Agreement. The certificates of insurances shall provide that CITY be notified at least (30) days prior to the cancellation or reduction in policy limits of the policy. Additional certificates of the insurance required hereby shall be provided by CONSULTANT at any time requested by CITY.

8.5 INDEMNIFICATION

8.5.1 CONSULTANT shall indemnify, hold harmless, and defend CITY, its commission members,

officers, agents, attorneys, and employees from, and against all liability and expense, including attorney's fees incurred thereby through all appellate proceedings, arising from any claims, demands, damages, suits, administrative proceedings, actions and causes of action, in law or equity of whatever kind or nature, whatsoever for personal injuries, property damage, equitable relief, fines, penalties or other liability of any kind, resulting from the performance of the SERVICES hereunder. CONSULTANT'S liability hereunder shall include all attorneys' fees and costs incurred by CITY in the enforcement of this indemnification provision. The claims covered by this section shall include claims made by CONSULTANT'S employees, and CONSULTANT hereby waives its entitlement, if any, to immunity under Chapter 440, Florida Statutes

8.5.2 The obligations of the CONSULTANT under this section shall not be limited in any way by any immunity from or limitation of liability that the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations under this section shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained by CONSULTANT under this Agreement.

8.5.3 CITY shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONSULTANT of any of its obligations hereunder. CONSULTANT shall obtain the prior written consent of CITY prior to entering any settlement of such claim.

8.5.4 Each party shall cooperate, and cause its agents, employees, and attorneys to cooperate, in the defense of any third-party claim, and shall furnish such records and

information, and attend such conferences, discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection therewith.

8.6 OTHER REQUIREMENTS

8.6.1 Nothing contained herein guarantees CONSULTANT any amount of work or compensation. This Agreement shall not be considered an exclusive agreement, and CITY shall not be obligated to exclusively use the services of CONSULTANT for any project it undertakes.

8.6.2 This Agreement supersedes all prior negotiations and oral or written agreements heretofore made relating to the subject matter and constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except in writing and signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. The failure to enforce any provision or part of this Agreement shall not constitute a waiver of the right to enforce any part or provision hereof, including the same part or provision in the future. If any portion or part of this agreement is declared invalid by a court of competent jurisdiction, the remainder hereof shall remain in full force and effect.

8.6.3 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8.6.4 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto a) irrevocably submits itself to the exclusive jurisdiction and venue of the Circuit Court of the State of Florida, Pinellas County, and the jurisdiction of the United States District Court for the Middle District of Florida, Tampa Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper.

8.6.5 This Agreement shall create no rights or claims whatsoever in any person other than a party hereto, except as provided herein. There shall be no third-party beneficiaries under this Agreement of any kind.

8.6.6 In the event either party employs an attorney to enforce any of the conditions of this Agreement, or to enforce any covenants hereunder, or to enforce any of the rights, remedies, privileges or options at law or in equity, or in any action between the parties, the prevailing party shall be entitled to reimbursement from the non prevailing party of all costs and expenses incurred or paid by the prevailing party in so doing, including without limitation, all attorneys' and paralegal fees and costs whether the matter is settled privately, by arbitration, or by legal action at the trial court level and at any and all appellate court levels in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, post-trial and all appellate proceedings, as well as appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings.

8.6.7 If any construction bids received exceed CITY'S PROJECT budget, as the same may be adjusted, CONSULTANT shall reduce the scope of work, accordingly, and rebid the project without any additional fee to CITY.

8.6.8 All final plans and specifications shall be submitted to the City Commission of CITY for review and approval. All modifications of this agreement shall not be effective unless approved by the City Commission of CITY, in writing.

8.6.9 Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to CONSULTANT:

As to CITY:

City Manager & City Clerk
City of Madeira Beach, Florida
300 Municipal Dr.
Madeira Beach, Florida 33706

8.6.10 Notwithstanding the use of the term "consultant" in this Agreement to describe CONSULTANT, CONSULTANT and all sub-consultants shall be deemed design professionals providing professional design services for the construction of improvements to real property, for all purposes.

8.7 FLORIDA PUBLIC ENTITY CRIMES ACT **Prior** to, and during the term of any contract with the City, the City requires that the CONSULTANT shall comply with The Florida Public Entity Crimes Act, §287.133, Fla. Stat. All Proposals and contracts shall include a complete and sworn statement pursuant to §287.133(3)(a), Fla. Stat., attached hereto as Exhibit A.

8.8 DRUG FREE WORKPLACE CERTIFICATION The CONSULTANT shall include a signed and completed Drug Free Workplace Certification, attached hereto as Exhibit B.

and completed Drug Free Workplace Certification, attached hereto as Exhibit B.

8.9 ACCEPTANCE OF CONTRACT:

The parties agree that the prices, scope of work, terms and specifications set forth in this contract are satisfactory and are hereby accepted and agreed to by the City of Madeira Beach, Florida and Contractor upon signature of both parties, and upon signature of both parties the Contractor is authorized to do the work as specified in this agreement as agreed to by:

CITY:

Signature: _____

Date: _____

City of Madeira Beach Florida

CONSULTANT*:

Signature: _____

Date: _____

Print Name: _____

For _____ (“Contractor”)

Mailing address:

Email address:_____
Phone:_____

***Consultant’s Signatory Requirements.** In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.

EXHIBIT A**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES**
CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF MADEIRA BEACH by _____[print individual's name and title]

for _____[print name of entity submitting sworn statement]

whose business address is:

and Federal Employer Identification Number (FEIN) is _____, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of the City, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of

record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of *nolo contendere*; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

Signatory Requirement. In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.

[Signature]

NOTARY PUBLIC

STATE OF FLORIDA

CITY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____.

Personally known _____ OR Produced identification _____

_____ My commission expires _____

Notary Public Signature

[Print, type or stamp Commissioned name of Notary Public]

EXHIBIT B

**DRUG FREE
WORKPLACE
CERTIFICATION.**

SWORN STATEMENT ON DRUG FREE WORKPLACES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Madeira Beach by

[print individual's name and title]

for

[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it will provide a drug free workplace by:

- (1) Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession, or use of a

controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's workplace is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the workplace.
 - (ii) the person's or entity's policy of maintaining a drug free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant.
 - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) the penalties that may be imposed upon employees for drug abuse violations.
- (2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).
- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
- (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
- (4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.
- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate 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.
- (6) Making a good faith effort to continue to maintain a drug free workplace through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS

VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CITY DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the workplace as to indicate that such person or

entity has failed to make a good faith effort to provide a drug free workplace as required by subsection 3-101(7)(B).

Signatory Requirement. In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.

Signature: _____

Title: _____

Company: _____

NOTARY PUBLIC

STATE OF FLORIDA

CITY OF _____

Sworn to and subscribed before me this _____ day of _____ 2023

by _____ who is

personally known to me OR Produced identification

_____ [type of identification]

My commission expires _____

Notary Public Signature

[Print, type or stamp Commissioned name of Notary Public]



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.

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:

CITY OF MADEIRA BEACH
a Florida municipal corporation

Clara VanBlargan, City Clerk

APPROVED AS TO FORM:

By: _____
John Hendricks, Mayor

Thomas J. Trask, City Attorney

Dated: _____

TRANSYSTEM CORPORATION
D/B/A TRANSYSTEM CORPORATION
CONSULTANTS
a Missouri corporation

By: _____
Patrick Knise, Vice President

Dated: _____



Memorandum

Meeting Details: January 25, 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

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,	



ITEM & DESCRIPTION	AMOUNT
<div>max distance of 15'</div> <div>Initial Start Up and Check Out of System</div> <div>On Site Testing (Load Bank)</div> <div>Supplied by Others:</div> <div>Any Infrared, 3rd Party & NETA Testing - Supply of Fuel</div> <div>Offer Based Upon: Sourcewell Pricing breakout below</div> <div>TOTAL KOHLER GEN LIST PRICE: \$68,862.00</div> <div>Sourcewell MEMBER DISCOUNT: \$27,544.80</div> <div>Sourcewell MEMBER PRICE: \$41,317.20</div> <div>FOB KOHLER,WI</div> <div>KOHLER Awarded Contract: 120617-KOH</div> <div>KOHLER Contract Maturity Date: 1/29/2024</div> <div>NON-KOHLER ITEMS AND MODIFICATION LIST PRICE: \$22,587.04</div> <div>Sourcewell MEMBER DISCOUNT: 5%</div> <div>Sourcewell MEMBER PRICE: \$21,457.69</div> <div>FREIGHT FROM KOHLER,WI. TO JOBSITE LIST PRICE: \$970.15</div> <div>Sourcewell MEMBER DISCOUNT: 5%</div> <div>Sourcewell MEMBER PRICE: \$921.64</div> <div>STARTUP AND SITE TESTING LIST PRICE: \$1,194.03</div> <div>Sourcewell MEMBER DISCOUNT: 5%</div> <div>Sourcewell MEMBER PRICE: \$1,134.33</div> <div>Estimated Lead Time</div> <div>61 to 64 weeks after release of order</div> <div>Please note: The lead time provided represents the most current factory lead times and is subject to change at the time of order release</div> <div>Exceptions / Clarifications / Notes:</div> <div>The gas train installation covers from customer supplied meter to generator, max distance of 15'.</div> <div>Offer Based Upon:</div>	<div>Item 5F.</div>
<div>Note:</div> <div>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</div> <div>F.O.B. Factory</div> <div>Freight Allowed To Job Site</div> <div>Sales Tax Not Included</div> <div>**ADDITIONAL EXCEPTIONS & NOTES:</div>	<div>Total Net Value</div> <div>\$64,830.86</div>



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 <u>12/20/2022</u>	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 permitting • Gas piping beyond 50'

PRICE

\$86,770.74

42 - 44

Plus Applicable Sales Tax

Week Estimated Ship Date (Equipment 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 WebPortal 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 Representative

 Date

 Signature of Zabatt Representative

 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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Disclaimer: Under Florida law (Florida Statute 668.6076), email addresses are public records. If you do not want your email address released in response to a public records request, please do not send electronic mail to the City of Madeira Beach. Instead, contact the appropriate department/division.



Memorandum

Meeting Details: January 25, 2023

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Sanitation Solid Waste Chapter 54 Ordinance proposed changes

Background

The City Attorney, City Manager, and myself 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 review the attached changes and provide staff with direction on how to proceed.

Attachments

- Chapter 54 Solid Waste Ordinance changes with strikethrough

Sec. 54-58. - Trash containers required;

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 described in [section 54-57](#). Sufficient containers shall be provided to hold four days' accumulation of trash in residential districts.

Sec. 54-61. - Curbside containers.

Except for residences which have rear alleys accessible for garbage collection vehicles, as determined by the City Manager, all 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 trash and recyclables are collected, the customer shall place the trash and recyclable containers in a location out of public view. Such containers shall be placed at curbside no earlier than 7 pm the evening/night before the day of collection and shall be removed no later than 7 pm the day of collection ~~12 hours before collection and shall be removed no later than 12 hours after collection.~~

• 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~~ provided garbage cans and trash cans as described in [section 54-57](#) of sufficient capacity to hold four days' accumulation of garbage and trash in the residential district and areas and three days' 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.

(Code 1983, § 9-102)

• 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 stench or other nuisances.

(Code 1983, § 9-101)

- **ARTICLE I. - IN GENERAL**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

- **Sec. 54-1. - Definitions.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

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 ~~& refuse~~ 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 & refuse plan whereby designated recyclable & refuse material is 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.

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~~ 64 - gallons as described in [section 54-57](#). **Each residential home will be provided one (1) 64-gallon container included in their utility billing, additional 64-gallon carts will be an additional fee.**

Yard waste means all accumulations of trees, tree limbs, branches, shrubbery, vines, palm fronds, cuttings and other **refuse**, except grass, leaves and sod.

(Code 1983, § 9-101; Ord. No. 1162, § 1, 4-13-10; Ord. No. 1167, § 1, 8-10-10)

Cross reference— Definitions generally, [§ 1-2](#).

- **ARTICLE II. - COLLECTION AND DISPOSAL**

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- **DIVISION 1. - GENERALLY**

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- **Sec. 54-31. - Mandatory subscription to service.**

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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.

(Ord. No. 1162, § 1, 4-13-10)

- **Sec. 54-32. - Depositing upon public property or on premises or in containers of another.**

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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.

(Code 1983, § 9-111; Ord. No. 1162, § 1, 4-13-10)

- **Sec. 54-33. - Removal of other **waste** and noncombustible **refuse**.**

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(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 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 or recyclable materials containers is prohibited.

(Code 1983, § 9-113; Ord. No. 1162, § 1, 4-13-10)

- **Sec. 54-34. - Illegal accumulations.**

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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.

(Code 1983, § 9-114)

- **Sec. 54-35. - Removal of yard **waste**.**

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(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.

(Code 1983, § 9-115)

- **Sec. 54-36. - Prima facie accumulation.**

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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.

(Code 1983, § 9-116; Ord. No. 1162, § 1, 4-13-10)

- **Sec. 54-37. - Frequency of collection.**

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All **garbage** cans and **trash** containers 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.

(Code 1983, § 9-107; Ord. No. 1162, § 1, 4-13-10)

- **Sec. 54-38. - Burial of **garbage** upon premises prohibited.**

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No **garbage** or recyclable materials shall be buried upon the premises of the person by whom such **garbage** or recyclable materials is accumulated. It shall be unlawful for any person to bury any **garbage** or recyclable materials within the city.

(Code 1983, § 9-108; Ord. No. 1162, § 1, 4-13-10)

- **Sec. 54-39. - Burning of **garbage** or **trash** on premises prohibited.**

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No **garbage** or recyclable materials shall be burned on any premises within the city.

(Code 1983, § 9-109; Ord. No. 1162, § 1, 4-13-10)

Cross reference— Fire prevention and protection, [ch. 38](#).

- **Sec. 54-40. - Violations; penalties.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

(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.

(Ord. No. 1167, § 1, 8-10-10)



MEMORANDUM

Date: Jan 25, 2023
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: Discuss Possible Certain Residential Amenities Rental Prohibitions

Background

The continued growth of internet marketplaces that advertise, promote, and provide a platform for mainly single-family property/homeowners to rent out various home amenities including, but not limited to: pools, patios, yards, driveways, and/or rooftops on an hourly or daily basis, can be detrimental to our residential neighborhoods. Through our constitutional and statutory home rule authority to adopt regulations to advance the health, safety and welfare of residents and visitors, to preserve and protect the unique characteristics of our communities, and to ensure uses of land are consistent with the intended characteristics of established zoning districts, City staff finds it necessary to consider regulating such activities by prohibiting certain short term rentals.

Discussion

Daily and/or hourly residential amenity rentals can negatively impact residential quality of life through increased vehicular traffic, consumption of limited available street parking, noise, disruptive behavior, increased trash, and other disruptions and/or impediments to the quiet enjoyment of single-family residential areas. Such rentals tend to attract visitors that normally have little to no connection with a neighborhood as well as little to no regard for occupants of adjacent and nearby homes causing unwelcome disruptions. Prohibiting such daily and/or hourly rentals is desirable to continue to maintain the health, safety, and welfare of residents particularly in single-family neighborhoods.

Adopting such regulations will not prevent residents and/or visitors from access to the various recreational and social activities including swimming, sports activities, or other given the close proximity of nearby businesses or venues properly zoned with lawful regulatory measures to ensure the minimization of negative impacts on surrounding properties.

To date, City staff have only observed the listed rental activities in nearby cities/towns. Adopting the regulations via an ordinance will proactively ensure the continued high quality of life enjoyed throughout our City mainly in residential single-family neighborhoods where the referenced activities could occur.

ORDINANCE NO. 2023-**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CREATING ARTICLE XXX OF CHAPTER – LAND DEVELOPMENT OF THE CODE OF ORDINANCES CONCERNING RENTAL OF RESIDENTIAL AMENITIES; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.**

WHEREAS, Florida municipalities have the constitutional and statutory home rule authority to adopt regulations to advance the health, safety and welfare of their residents and visitors, to preserve and protect the unique characteristics of their communities, and to ensure uses of land are consistent with the intended characteristics of established zoning districts; and

WHEREAS, the City of Madeira Beach finds that the recent advent of internet based marketplaces which allow owners of single family residential homes to rent out amenities of homes such as pools, yards, patios, driveways and roofs on a daily or even hourly basis is detrimental to its residential neighborhoods; and

WHEREAS, such short term rental activities generate additional and frequent automotive traffic into single family residential neighborhoods from customers of such marketplaces, which traffic undermines the level, frequency and timing of traffic in such neighborhoods which were intended with these zoning districts were established; and

WHEREAS, such short term rental activities bring to such residential neighborhoods an increase in persons who do not actually live in or have any connection to the neighborhoods; and

WHEREAS, frequent home amenity rentals will have negative impacts on the residential neighborhoods in which they occur, including additional trash, added automotive traffic, consumption of limited available street parking, increased law enforcement calls to address the noisy parties and other disruptive behavior, including behavior which can last into the night, which will often occur by amenity renters who, by virtue of their lack of connection to the property or neighborhood, will not have a regard for the occupants of neighboring homes; and

WHEREAS, the provisions of this Ordinance do not prevent citizens from accessing facilities to swim, conduct marriage ceremonies, engage in sports activities, or to otherwise recreate, as there are already ample businesses and venues within and proximate to the City which are properly zoned, with setbacks and other regulatory measures to ensure negative impacts on surrounding properties is minimized; and

WHEREAS, the City Commission finds that it is in the best interest of the City, its residents, and property owners, to approve the regulatory measures set forth in this Ordinance.

NOW, THEREFORE BE IT ORDAINED by the City Commissioners of the City of Madeira Beach, Florida, that:

Section 1. Article XXX of Chapter (Land Development) of the Code of Ordinances the City of Madeira Beach is hereby created as follows:

ARTICLE. – REGULATION OF RESIDENTIAL AMENITIES

Sec. – Residential amenities rentals prohibited.

- (a) The owner or authorized agent of an owner of a residential property is prohibited from renting or leasing, or listing on any online marketplace for rent or lease, any amenity, feature, or structure, other than a dwelling, detached dwelling, dwelling units or accessory dwellings, appurtenant to or associated with such residential property, regardless of the purpose or length of time of said rental or lease.
- (b) For purposes of this section, the words “amenity, feature, or structure” includes, but is not limited to, sheds, garages, driveways, rooftops, attics, pools, spas, saunas, putting greens, sports courts, gardens, gazebos, patios, or front, rear or side yards.

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

Section 3. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the City Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. The Codifier shall codify the substantive amendments to the Belleair Bluffs Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 5. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF BELLEAIR BLUFFS, FLORIDA, THIS _____ DAY OF _____, 2023.

Mayor

ATTEST:



MEMORANDUM

Date: Jan 25, 2023
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: UPDATE ON JOHN'S PASS DREDGING

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, is progressing to a point of finalizing an agreement to use said consultant, adopt Florida Department of Environmental Protection (FL DEP) grant agreement, 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.

At the Feb 8 Commission Regular Meeting, staff will ask for 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

At the same Feb 8 Commission Regular meeting, staff will also ask for Commission approval of the City's grant award of \$1.556 M, with the FDEP.

Both the USACE and FDEP commented that all our information is in order and on track to be permitted provided there are no delays with the federal process which typically takes about 120 – 180 days with the project possibly permitted by June. Bidding and construction would then occur within 120 days, likely October to November.

We are monitoring weekly and providing all follow-up as requested and will continue to do so until project completion.

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.

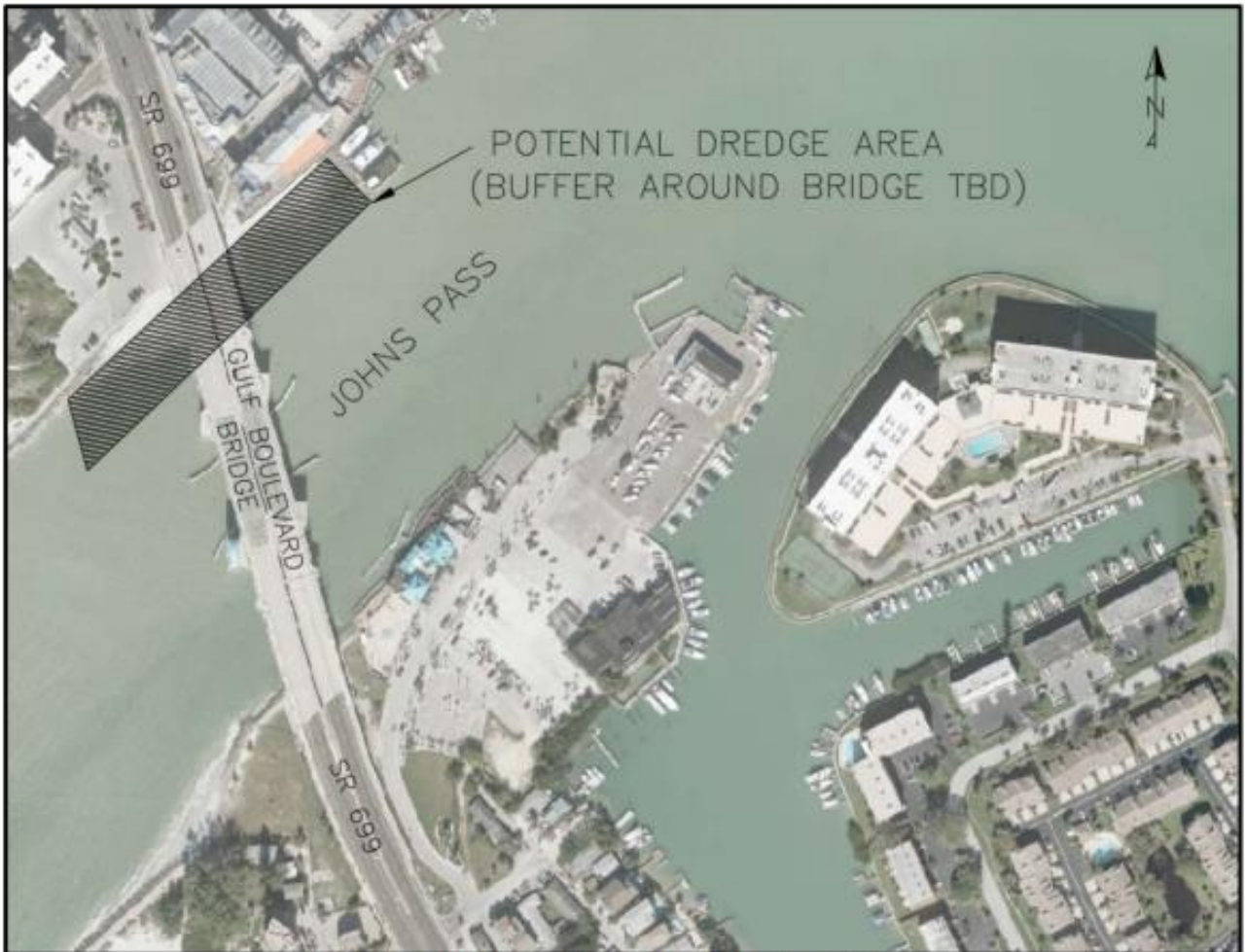


Figure 2. Proposed Dredge Area Location.

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.

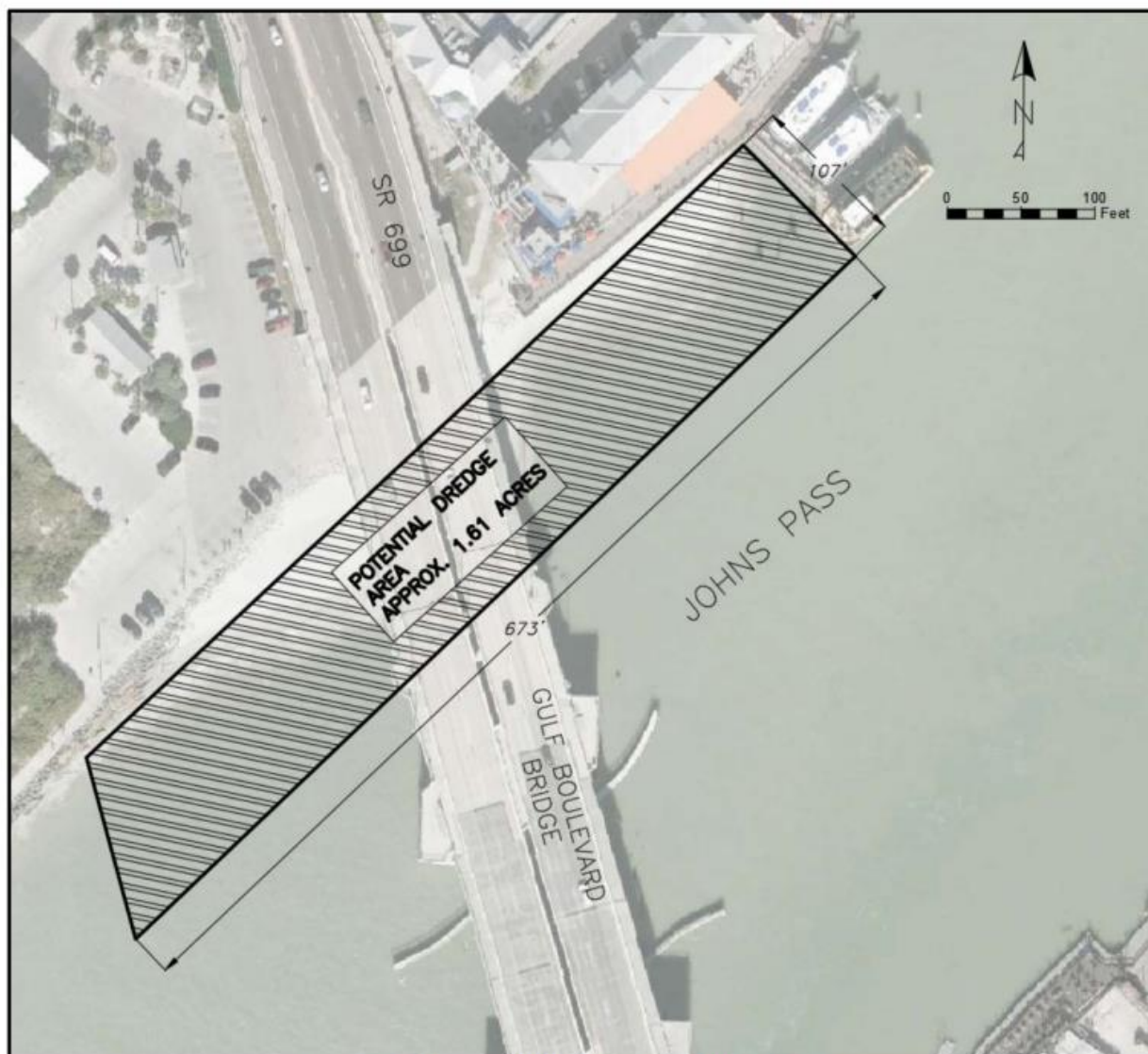


Figure 3. Proposed Dredge Area Dimensions.

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.



APTIM
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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

cc: Beau Suthard, P.G., APTIM

Title

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



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	<u>Rate</u>
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	<u>Rate</u>
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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

Item 5I.

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: Project Location(s): **Lat/Long: (27.7833, -82.7831)**
(If different from Agreement Number)

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:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
1556000	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1665A, FY 22-23, GR	1556000
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			1556000

6. Department's Grant Manager Grantee's Grant Manager
Name: **Michael Barr** Name: **Robin I. Gomez**
or successor or successor
Address: **Florida Dept. of Environmental Protection** Address: **300 Municipal Drive**
3900 Commonwealth Blvd., MS 3602 **Madeira Beach, FL 33708**
Tallahassee, FL 32399-3000
Phone: **850-245-2947** Phone: **727-580-8014**
Email: **Michael.Barr@FloridaDEP.gov** 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:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> 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):

Item 5f.

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> 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

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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.

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- 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

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- 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.

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- 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.

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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

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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:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	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.

Attachment 2

2 of 3

- 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**

Item 5I.

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.

Attachment 5

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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	
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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.

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 2018 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.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 

Print Name: Thomas Pierro

Title: Director of Operations Date: 2/16/18

By: 

Chairman

Date: 3/29/18

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: 

Deputy Clerk

Date: 3-20-18

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	<u>Rate</u>
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	<u>Rate</u>
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

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
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- (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 ☒ 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.

A.	<u>Date:</u> <hr/>	<u>Firm and Contact Person:</u> <hr/>	<u>Area of Expertise:</u> <hr/>
	<hr/> <p style="text-align: center;">N/A (in Pinellas County)</p> <hr/>		
	<u>Response:</u> APTIM strives to support disadvantage businesses and has employed DBE firms on other contracts around the State <hr/> <p style="text-align: center;">in the past and will continue to do so based on individual project needs.</p> <hr/>		
B.	<u>Date:</u> <hr/>	<u>Firm and Contact Person:</u> <hr/>	<u>Area of Expertise:</u> <hr/>
	<hr/>		
	<u>Response:</u> <hr/> <hr/>		
C.	<u>Date:</u> <hr/>	<u>Firm and Contact Person:</u> <hr/>	<u>Area of Expertise:</u> <hr/>
	<hr/>		
	<u>Response:</u> <hr/> <hr/>		
D.	<u>Date:</u> <hr/>	<u>Firm and Contact Person:</u> <hr/>	<u>Area of Expertise:</u> <hr/>
	<hr/>		
	<u>Response:</u> <hr/> <hr/>		

SIGNATURE

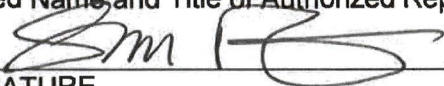
As the duly authorized representative of the company, I hereby certify that the company will comply with the above certifications.

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

☒

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: January 25, 2023, BOC Workshop

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

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 first public hearing and 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 and 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~~

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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 2023 ~~2006 and 2007~~. A number of ~~R~~ recommendations resulted from that evaluation process. ~~These recommendations and~~ formed the basis for ~~an~~ amending ~~the~~ this Comprehensive ~~plan Plan~~. ~~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~~. Revisions ~~are provided~~ to ensure consistency with the Pinellas ~~Planning Council~~ County 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 ~~Report of 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 ~~Ce~~omprehensive ~~P~~plan.

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

~~02/10/2007~~ 01/09/2023 LPA Workshop/ ~~Transmittal hearing by LPA~~

01/25/2023 Board of Commissioners Workshop

~~01/08/2008~~ 02/08/2023 Transmittal 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.

City of Madeira Beach**Comprehensive Plan**

“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;

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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~~ 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~~ 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

City of Madeira Beach**Comprehensive Plan**

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 ~~will~~shall 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~~a Special Area Plan approved by the Board of Commissioners. The Special Area Plan (and any substantive changes to an approved ~~special area plan~~Special Area Plan) ~~shall be~~are 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 Plans~~special area plans~~ or their equivalent as ~~set forth in~~required 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 Code~~City. These future land use plan categories ~~shall be~~are 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

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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 excludedoes~~ ~~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 beare~~ included within the City of Madeira Beach land development regulations.

Objective 4.1.2:

~~Future-New~~ development and redevelopment ~~shall beis~~ managed ~~through theby~~ implementation implementing and ~~enforcement-enforcing~~ of the land development regulations ~~as codified by the City of Madeira Beach~~ consistent with this ~~comprehensive-Comprehensive planPlan~~.

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,

City of Madeira Beach**Comprehensive Plan**

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:

City of Madeira Beach**Comprehensive Plan**

- 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

City of Madeira Beach**Comprehensive Plan**

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:

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Due to its location in the Coastal Storm Area, the City ~~shall will~~ not increase permanent densities above those established in this ~~comprehensive Comprehensive planPlan~~, 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 e~~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 e~~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 planPlan~~.

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 high~~er~~ accessibility.

City of Madeira Beach**Comprehensive Plan****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.

City of Madeira Beach**Comprehensive Plan****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 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 ensure~~ that within any mixed-use development proper separation and buffering ~~shall be~~ required and maintained between residential and nonresidential land uses and ~~shall be~~ installed when a change of use or increase in intensity occurs.

Policy 4.1.8.3:

~~The City shall 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~~ ensures 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~~ limited to only those uses associated with seasonal tourist accommodations, excluding general retail uses.

Policy 4.1.8.7:

~~The City shall 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 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~~

City of Madeira Beach**Comprehensive Plan**

~~used as a means to~~from circumventing the residential density limitations established by this ~~comprehensive~~Comprehensive planPlan.

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~~eEnsure 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~~eEncourage 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~~ 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:

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~~The City shall 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 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 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 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 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~~.

City of Madeira Beach**Comprehensive Plan****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~~ 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~~ allowed to continue provided that the ~~land~~ use, lot, ~~and/or~~ structure complies with the ~~requirements set forth in the Madeira Beach Land Development development Coderegulations.~~

Policy 4.1.11.2

~~The City shall~~ enforce regulations for ~~the reestablishment reestablishing of~~ uses after an involuntary loss.

Policy 4.1.11.3:

~~The City shall~~ 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~~ ensure that all ~~new~~ development and redevelopment ~~does~~ 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~~

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~~those consistent with the~~ adopted levels of service contained in the Capital Improvements Element of ~~the this comprehensive Comprehensive planPlan~~.

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 beare~~ allowed in all future land use plan categories, excluding areas ~~having the designated~~ Preservation ~~land use designation~~.

Objective 4.1.13:

~~The City shall e~~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 e~~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 beare~~ permissible in all future land use plan categories in the city, ~~except forexcluding 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:

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Public educational facilities of the School Board are an allowable use ~~within~~ 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:

~~Ø~~ 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:

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~~The City shall r~~ecognize 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 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~~ Amendedamended, 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 ly 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](#)

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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 requiring requirements 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

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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 and 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:

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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 the pedestrian 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:

City of Madeira Beach**Comprehensive Plan**

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 and 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 and 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 and 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:

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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:

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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
131 st 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**nsure 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**rovide 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~~ **e**ntinue 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~~ **e**ntinue 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~~ **C**ontinue 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**rovide information to residents regarding the availability of housing programs to meet the need for affordable housing.

Policy 6.1.1.5:

~~The city shall~~ **C**ontinue to coordinate and cooperate with Pinellas County to address economic strategies that support affordable housing. ~~Toward this end, the city will~~ **e**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**aintain 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~~ continue to enforce the Pinellas County Fair Housing Ordinance.

Policy 6.1.2.2:

~~The City shall~~ 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~~ allowed at suitable locations to ensure that the needs of the ~~City~~ residents requiring such housing are met pursuant to Chapter 419, Florida Statutes.

Policy 6.1.3.1:

~~The City shall~~ 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~~ useful life of the existing housing stock ~~shall be conserved and extended where the 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~~ 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~~ encourage individual homeowners to increase private reinvestment in housing by providing information and technical assistance programs.

Policy 6.1.4.3:

~~The City shall~~ continue code enforcement activities to ensure proper exterior maintenance of existing structures.

Objective 6.1.5:

~~The City shall provide~~ 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 e~~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 e~~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:

City of Madeira Beach**Comprehensive Plan**

~~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 e~~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~~Identified 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~~otify adjacent jurisdictions that share wetlands of its protection plans and solicit comments pertaining to any proposed action.

Objective 8.1.4:

~~The City shall e~~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~~ncourage 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 e~~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:

City of Madeira Beach**Comprehensive Plan**

~~The City shall~~ 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~~ 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~~ 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~~ 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~~ Ensure, through ~~provisions contained in~~ the land development regulations, that land is developed ~~in a manner which~~ to respects necessary ecological functions and protects ~~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:

City of Madeira Beach**Comprehensive Plan**

~~The City shall e~~nsure 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~~nsure 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 e~~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~~nsure 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~~nsure 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 e~~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:

City of Madeira Beach**Comprehensive Plan**

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 e~~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 e~~Continue to prohibit the use of bright lights on sea turtle nesting areas.

Policy 8.1.6.5:

All spoil islands ~~shall beare~~ 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 e~~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 e~~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 e~~Comply with all state and federal standards for air quality.

Policy 8.1.8.1:

~~The City shall w~~ork 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
- ~~Promot~~inge alternative transportation modes such as public transportation, carpooling, walking, and bicycling.

Objective 8.1.9:

~~The City shall e~~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 beare~~ 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.

City of Madeira Beach**Comprehensive Plan****Policy 8.1.9.3:**

~~In order to~~ 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~~ 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~~ 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~~ 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~~ subject to ~~the~~ permitting procedures pursuant to Florida Statutes.

Policy 8.1.10.2:

~~The City, through the provision of public information, shall~~ 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~~ 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~~ Continue a program for the restoration and maintenance of the coastal dune system. ~~The program shall~~ that include:

City of Madeira Beach**Comprehensive Plan**

- Stabilization projects utilizing native vegetation; and
- An educational program emphasizing the need to protect the coastline.

Policy 8.1.10.5:

~~The City shall e~~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 H~~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 e~~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 e~~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:

City of Madeira Beach**Comprehensive Plan**

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 e~~Coordinate with property owners and associated marine operations to encourage the continuation of water dependent activities.

Policy 8.1.12.3:

~~The City shall e~~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 e~~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 e~~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

City of Madeira Beach**Comprehensive Plan**

~~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~~ 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~~ 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~~ Coordinate 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~~ 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 ~~cooperate~~ 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.

City of Madeira Beach**Comprehensive Plan****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~~eCollaborate 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 Aacquisition 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~~eContinue 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~~iImplement 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;

City of Madeira Beach**Comprehensive Plan**

- 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 planPlan~~.

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:

City of Madeira Beach**Comprehensive Plan**

~~The City shall~~ 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~~ 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~~ 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 Coderegulations~~.

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.

City of Madeira Beach**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:

City of Madeira Beach**Comprehensive Plan**

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~~ and 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.

City of Madeira Beach**Comprehensive Plan****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

Comprehensive Plan

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

<u>Project</u>	<u>Cost</u>
<u>Recreation LED Field Lighting Project (in progress)</u>	<u>\$247,500</u>
<u>Rosenbauer 78-foot Viper-MP3 (in progress)</u>	<u>\$225,000</u>
<u>Total</u>	<u>\$472,500</u>

FY 2022

<u>Project</u>	<u>Cost</u>
<u>Parsley Drive/Marguerite Drive (Area 3/Series 2019)</u>	<u>\$5,520,000</u>
<u>Beach Access & Parking Lot Improvement Plan</u>	<u>\$200,000</u>
<u>Fire Station SCBA Apparatus</u>	<u>\$100,000</u>
<u>Gulf Boulevard Improvements</u>	<u>\$1,053,006</u>
<u>Gulf Lane Improvements</u>	<u>\$300,000</u>
<u>John's Pass Village Boulevard (Areas 5/Series 2019)</u>	<u>\$5,040,000</u>
<u>John's Pass Regrade & Repave Parking Lot</u>	<u>\$120,000</u>
<u>Recreation LED Field Lighting Project</u>	<u>\$100,000</u>
<u>Recreation Expansion Cost</u>	<u>\$200,000</u>
<u>Stormwater Rehabilitation and Replacement Program</u>	<u>\$200,000</u>
<u>Watershed Management Plan</u>	<u>\$120,000</u>
<u>Total</u>	<u>\$12,953,006</u>

FY 2023

<u>Project</u>	<u>Cost</u>
<u>Beach Access & Parking Lot Improvement Plan</u>	<u>\$260,000</u>
<u>Public Works – Half Repaving</u>	<u>\$125,000</u>
<u>Gulf Boulevard Improvements</u>	<u>\$1,053,006</u>
<u>Marina Chip/Repave Asphalt</u>	<u>\$125,000</u>
<u>Recreation Concession Stand Improvements</u>	<u>\$100,000</u>
<u>Stormwater Rehabilitation and Replacement Program</u>	<u>\$200,000</u>
<u>155th Avenue/153rd Avenue & Municipal Drive (Area 6a)</u>	<u>\$4,400,000</u>
<u>Peterbilt Claw Truck</u>	<u>\$201,700</u>
<u>Peterbilt Packer Truck</u>	<u>\$250,000</u>
<u>Total</u>	<u>\$6,714,706</u>

FY 2024

<u>Project</u>	<u>Cost</u>
-----------------------	--------------------

City of Madeira Beach**Comprehensive Plan**

<u>Gulf Boulevard Improvements</u>	<u>\$1,053,006</u>
<u>Stormwater Rehabilitation and Replacement Program</u>	<u>\$200,000</u>
<u>140th Avenue/Bayshore Drive (Area 3a)</u>	<u>\$15,200,000</u>
<u>Recreation School Bus</u>	<u>\$100,000</u>
Total	<u>\$16,553,006</u>

FY 2025

<u>Project</u>	<u>Cost</u>
<u>Gulf Boulevard Improvements</u>	<u>\$1,053,006</u>
<u>New City Parking Garage</u>	<u>\$6,000,000</u>
Total	<u>\$7,053,006</u>

Source: City of Madeira Beach, 2022.

Project Title	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>
<u>Interior and Exterior Maintenance of Structures at Archibald Park</u>	<u>\$350,000.00</u>	=	=	=	=
<u>Beach Groin Renourishment Project</u>	<u>\$3,500,000.00</u>	<u>\$750,000.00</u>	=	=	=
<u>Patriot Park fishing piers rebuild</u>	<u>\$100,000.00</u>	=	=	=	=
<u>Mill and Resurface Parking Lot at Archibald Park</u>	=	<u>\$250,000.00</u>	=	=	=
<u>Pocket Park Improvements</u>	<u>\$150,000.00</u>	=	=	=	=
<u>Construct Code Enforcement Dayroom</u>	<u>\$150,000.00</u>	=	=	=	=
<u>Construct Public Works Building</u>	<u>\$200,000.00</u>	<u>\$2,000,000.00</u>	=	=	=
<u>Replacement of SCBA</u>	=	<u>\$185,000.00</u>	=	=	=
<u>John's Pass Boardwalk Repairs</u>	<u>\$50,000.00</u>	<u>\$50,000.00</u>	<u>\$50,000.00</u>	=	=
<u>Johns Pass Park - Parking lot improvements</u>	<u>\$450,000.00</u>	=	=	=	=
<u>Engineering and Construction of a City Parking Garage</u>	<u>\$250,000.00</u>	<u>\$3,000,000.00</u>	<u>\$3,000,000.00</u>	=	=
<u>Construct Basketball Court Enclosure</u>	=	<u>\$300,000.00</u>	=	=	=
<u>Construct Concession Stand</u>	<u>\$250,000.00</u>	=	=	=	=
<u>Renovate Dog Park</u>	<u>\$200,000.00</u>	=	=	=	=
<u>Install Recreation Center Solar Panels</u>	<u>\$100,000.00</u>	=	=	=	=

City of Madeira Beach**Comprehensive Plan**

<u>Shade Awnings and Dugout Replacement</u>	=	<u>\$150,000.00</u>	=	=	=
<u>Resurfacing of Marina Parking Area</u>	=	=	<u>\$400,000.00</u>	=	=
<u>Seawall Renovation Project at City Marina</u>	=	<u>\$200,000.00</u>	=	=	=
<u>Construct Transient Docks at City Marina</u>	<u>\$200,000.00</u>	<u>\$1,000,000.00</u>	=	=	=
<u>Parking Equipment - City Wide</u>	=	=	=	<u>\$225,000.00</u>	<u>\$225,000.00</u>
<u>Replace a 2016 Peterbilt garbage truck</u>	=	<u>\$290,000.00</u>	=	=	=
<u>Watershed Management Plan</u>	<u>\$95,000.00</u>	<u>\$48,000.00</u>	=	=	=
<u>Mill and resurface, curb repair and stormwater drainage improvements at Area 3 - East Parsley, West Parsley, Marguerite, A Street, B Street, and Lynn Way</u>	<u>\$1,500,000.00</u>	<u>\$1,500,000.00</u>	=	=	=
<u>Mill and resurface, curb repair, and stormwater drainage improvements at Area 5 – 131st Ave E & 129th Ave.</u>	<u>\$1,000,000.00</u>	<u>\$1,000,000.00</u>	=	=	=
<u>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</u>	<u>\$200,000.00</u>	<u>\$2,000,000.00</u>	<u>\$1,500,000.00</u>	=	=
<u>Emergency Stormwater Repairs throughout the City</u>	<u>\$200,000.00</u>	<u>\$200,000.00</u>	<u>\$200,000.00</u>	=	=
<u>Gulf Lane and Beach Access Drainage and Roadway Improvement Project</u>	<u>\$2,500,000.00</u>	=	=	=	=
<u>Generator replacement for 141st Stormwater Station</u>	<u>\$125,000.00</u>	=	=	=	=
<u>Interior and Exterior Maintenance of Structures at Archibald Park</u>	<u>\$350,000.00</u>	=	=	=	=
<u>Beach Groin Renourishment Project</u>	<u>\$3,500,000.00</u>	<u>\$750,000.00</u>	=	=	=

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.

City of Madeira Beach**Comprehensive Plan****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:

City of Madeira Beach**Comprehensive Plan**

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:

City of Madeira Beach**Comprehensive Plan**

- 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:

City of Madeira Beach**Comprehensive Plan**

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~~ eContinue 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~~ iInform 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:

City of Madeira Beach**Comprehensive Plan**

~~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 planPlan, and ~~considering-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 e~~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

City of Madeira Beach**Comprehensive Plan**

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:

~~Madreia Beach shall e~~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:

~~Madreia Beach shall e~~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 beare~~ 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 proprrty 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 beare inventoried~~inventoried, and future land use needs ~~will beare~~ projected to meet the planning timeframes. Data and analysis on coastal high hazard areas and hazard mitigation planning ~~will beare~~ discussed in the Coastal Management and Conservation Element. The infrastructure needs and services ~~will beare~~ 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 202000 U.S. Census, the population of Madeira Beach was 3,8954,511. ~~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~~: City of Madeira Beach Total Population ~~Population Projections~~

| <del>1990</del> 2005 | 2000 <del>10</del>  | 2010 <del>3</del>    | 2020 <del>45</del>     | 2021 (UF BEBR Estimate) <del>5</del> |
|----------------------|---------------------|----------------------|------------------------|--------------------------------------|
| 4,225 <del>561</del> | 4,511 <del>72</del> | 4,263 <del>579</del> | 3,895 <del>4,583</del> | 3,886 <del>4,603</del>               |

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

| <u>2020 (US Census Population)</u> | <u>Population Change Between 2010 and 2020</u> | <u>Annual Population Decline Rate Between 2010 and 2020</u> | <u>2030 Population Estimate</u> | <u>2040 Population Estimate</u> |
|------------------------------------|------------------------------------------------|-------------------------------------------------------------|---------------------------------|---------------------------------|
| 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 ~~23~~.

Table ~~\*23~~: Existing Future Land Use, ~~2007~~

| Land Use <u>Category</u> <del>Description</del>               | Acres                   | Percent <sup>1</sup> |
|---------------------------------------------------------------|-------------------------|----------------------|
| <u>Residential Urban</u> <del>Single-family Residential</del> | 166.36 <del>178.2</del> | 34% <del>39.9</del>  |

|                                             |             |          |
|---------------------------------------------|-------------|----------|
| Residential Medium Duplex/Triplex           | 91.6338.5   | 18.7%8.6 |
| Residential/Office/Retail Multifamily       | 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  |
| Preservation Vacant                         | 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.

<sup>†</sup>Percentage of land area excluding interior water and right of way Pinellas 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~~ occupy 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 a~~ is 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 Beach~~ city ~~but also~~ and 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 equal~~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 150<sup>th</sup> 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 School~~s 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. ~~There is no concentration of these vacant parcels as they~~ are scattered within the city.
109. Historic Resources. There are no historic resources identified by the City of Madeira Beach. ~~One building in the city, the~~ 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 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~~ allow ed 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~~ determining 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.
- § The comprehensive plan contains a definition for Floor Area Ratio (FAR) calculations that appears to impermissibly include rights of way and submerged lands. The definition is adjusted below.
- § 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.
- § 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 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 hurricane 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 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)

| <u>Facility Section</u>                                | <u>Facility Type</u>       | <u>Road Type</u> | <u>Length (Miles)</u> | <u>Annual Average Daily Traffic (AADT)</u> | <u>Peak Volume</u> | <u>Peak Hour Capacity</u> | <u>Facility Level of Service (LOS)</u> |
|--------------------------------------------------------|----------------------------|------------------|-----------------------|--------------------------------------------|--------------------|---------------------------|----------------------------------------|
| <u>Treasure Island Causeway-to-Tom Stuart Causeway</u> | <u>Signalized Arterial</u> | <u>4D</u>        | <u>2.95</u>           | <u>23,950</u>                              |                    |                           | <u>D</u>                               |
| <u>Tom Stuart Causeway-to-Park Boulevard</u>           | <u>Signalized Arterial</u> | <u>4D</u>        | <u>3.85</u>           | <u>17,658</u>                              |                    |                           | <u>D</u>                               |

Tom Stuart Causeway/150th Ave (SR 666)

| <u>Facility Section</u>                 | <u>Facility Type</u>       | <u>Road Type</u> | <u>Length (Miles)</u> | <u>Annual Average Daily Traffic (AADT)</u> | <u>Facility Level of Service (LOS)</u> |
|-----------------------------------------|----------------------------|------------------|-----------------------|--------------------------------------------|----------------------------------------|
| <u>Seminole Boulevard-to-Duhme Road</u> | <u>Signalized Arterial</u> | <u>6D</u>        | <u>0.53</u>           | <u>30,000</u>                              | <u>C</u>                               |
| <u>Duhme Road-to-Gulf Boulevard</u>     | <u>Signalized Arterial</u> | <u>4D</u>        | <u>0.89</u>           | <u>30,000</u>                              | <u>C</u>                               |

Table 5: 2020 Annual Average Daily Traffic (AADT) And Level of Service (LOS)

Gulf Boulevard (SR 699)

| <u>Facility Section</u> | <u>Facility Type</u>       | <u>Road Type</u> | <u>Length (Miles)</u> | <u>Annual Average Daily Traffic (AADT)</u> | <u>Facility Level of Service (LOS)</u> |
|-------------------------|----------------------------|------------------|-----------------------|--------------------------------------------|----------------------------------------|
| <u>Treasure Island</u>  | <u>Signalized Arterial</u> | <u>4D</u>        | <u>2.95</u>           | <u>21,500</u>                              | <u>D</u>                               |

|                                              |                            |           |             |               |          |
|----------------------------------------------|----------------------------|-----------|-------------|---------------|----------|
| <u>Causeway-to-Tom Stuart Causeway</u>       |                            |           |             |               |          |
| <u>Tom Stuart Causeway-to-Park Boulevard</u> | <u>Signalized Arterial</u> | <u>4D</u> | <u>3.85</u> | <u>17,011</u> | <u>D</u> |

#### Tom Stuart Causeway/150th Ave (SR 666)

| <u>Facility Section</u>                 | <u>Facility Type</u>       | <u>Road Type</u> | <u>Length (Miles)</u> | <u>Annual Average Daily Traffic (AADT)</u> | <u>Facility Level of Service (LOS)</u> |
|-----------------------------------------|----------------------------|------------------|-----------------------|--------------------------------------------|----------------------------------------|
| <u>Seminole Boulevard-to-Duhme Road</u> | <u>Signalized Arterial</u> | <u>6D</u>        | <u>0.53</u>           | <u>25,000</u>                              | <u>C</u>                               |
| <u>Duhme Road-to-Gulf Boulevard</u>     | <u>Signalized Arterial</u> | <u>4D</u>        | <u>0.89</u>           | <u>25,000</u>                              | <u>C</u>                               |

#### 4.3.2 Pedestrian and Bicycle Infrastructure

Table 6: Pedestrian and Bicycle Infrastructure

#### Gulf Boulevard (SR 699)

| <u>Facility Section</u>                                | <u>Bicycle Infrastructure</u>                          | <u>Pedestrian Infrastructure</u>           | <u>Sidewalk Width (Feet)</u> |
|--------------------------------------------------------|--------------------------------------------------------|--------------------------------------------|------------------------------|
| <u>Treasure Island Causeway-to-Tom Stuart Causeway</u> | <u>Designated Bike Lanes On Both Sides of Corridor</u> | <u>Sidewalks on Both Sides of Corridor</u> | <u>4</u>                     |
| <u>Tom Stuart Causeway-to-Park Boulevard</u>           |                                                        | <u>Sidewalks on Both Sides of Corridor</u> | <u>4</u>                     |

#### Tom Stuart Causeway/150th Ave (SR 666)

| <u>Facility Section</u>                 | <u>Bicycle Infrastructure</u> | <u>Pedestrian Infrastructure</u>           | <u>Sidewalk Width (Feet)</u> |
|-----------------------------------------|-------------------------------|--------------------------------------------|------------------------------|
| <u>Seminole Boulevard-to-Duhme Road</u> | <u>None</u>                   | <u>Sidewalks on Both Sides of Corridor</u> | <u>4</u>                     |
| <u>Duhme Road-to-Gulf Boulevard</u>     | <u>None</u>                   | <u>Sidewalks on Both Sides of Corridor</u> | <u>4</u>                     |

#### 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 ~~37~~: Madeira Beach Housing  
Units by Type, 1990-2020~~2000~~\*

| Unit Types                       | Madeira Beach<br><del>Pinellas County</del> **                                          |                                                                                          |                                                                                         |                                                                                          |
|----------------------------------|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
|                                  | <u>Total Housing</u><br><u>Units 1990</u><br><u>Number</u><br><u>of</u><br><u>Units</u> | <u>Total Housing</u><br><u>Units</u><br><u>2000</u><br><u>Percent of</u><br><u>Total</u> | <u>Total Housing</u><br><u>Units</u><br><u>2010</u><br><u>Number of</u><br><u>Units</u> | <u>Total Housing</u><br><u>Units</u><br><u>2020</u><br><u>Percent of</u><br><u>Total</u> |
| Single-family                    | <u>1,384</u> <del>1,410</del>                                                           | <u>1,410</u> 35.5                                                                        | <u>1,565</u> 261,008                                                                    | <u>1,604</u> 54.2                                                                        |
| Multifamily                      | <u>2,366</u> <del>2,542</del>                                                           | <u>2,542</u> 64.0                                                                        | <u>2,635</u> 169,202                                                                    | <u>2,519</u> 35.1                                                                        |
| Mobile<br>Home/ <u>Other</u> *** | <u>38</u><br><u>49</u>                                                                  | <u>19</u><br><u>0.5</u>                                                                  | <u>41</u><br><u>51,363</u>                                                              | <u>51</u><br><u>10.7</u>                                                                 |
| Total                            | <u>3,788</u> <del>3,971</del>                                                           | <u>3,971</u> 100.0                                                                       | <u>4,241</u> 481,573                                                                    | <u>4,174</u> 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

| <u>Unit Types</u>    | <u>Madeira Beach 1990</u> | <u>Madeira Beach 2000</u> | <u>Madeira Beach 2010</u> | <u>Madeira Beach 2020</u> |
|----------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| <u>Single-family</u> | <u>36.50%</u>             | <u>35.50%</u>             | <u>37%</u>                | <u>38%</u>                |
| <u>Multifamily</u>   | <u>62.50%</u>             | <u>64%</u>                | <u>62%</u>                | <u>60%</u>                |
| <u>Mobile Home</u>   | <u>1%</u>                 | <u>0.50%</u>              | <u>1%</u>                 | <u>1%</u>                 |
| <u>Total</u>         | <u>100%</u>               | <u>100%</u>               | <u>100%</u>               | <u>100%</u>               |

#### 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

| <u>Label</u>                | <u>2000</u>  | <u>2020</u>  | <u>Change Between 2000 and 2020</u> | <u>Percent Change Between 2000 and 2020</u> |
|-----------------------------|--------------|--------------|-------------------------------------|---------------------------------------------|
| <u>Total:</u>               | <u>1,448</u> | <u>2,173</u> | <u>725</u>                          | <u>50.07%</u>                               |
| <u>For rent</u>             | <u>246</u>   | <u>578</u>   | <u>332</u>                          | <u>135%</u>                                 |
| <u>Rented, not occupied</u> | <u>*</u>     | <u>0</u>     | <u>NA</u>                           | <u>NA</u>                                   |
| <u>For sale only</u>        | <u>24</u>    | <u>52</u>    | <u>28</u>                           | <u>117%</u>                                 |

|                                                      |              |              |            |             |
|------------------------------------------------------|--------------|--------------|------------|-------------|
| <u>Rented or sold, not occupied</u>                  | <u>34</u>    | <u>44</u>    | <u>10</u>  | <u>29%</u>  |
| <u>For seasonal, recreational, or occasional use</u> | <u>1,071</u> | <u>1,246</u> | <u>175</u> | <u>16%</u>  |
| <u>For migrant workers</u>                           | <u>0</u>     | <u>0</u>     | <u>0</u>   | <u>0%</u>   |
| <u>Other vacant</u>                                  | <u>73</u>    | <u>253</u>   | <u>180</u> | <u>247%</u> |

Table ~~5~~10: Condominiums and Tourist Accommodations in Madeira Beach 2022

| <u>Type of Accommodation</u>                  | <u>2007</u>            |                         | <u>2022</u>            |                         |
|-----------------------------------------------|------------------------|-------------------------|------------------------|-------------------------|
|                                               | <u>Number of Units</u> | <u>Percent of Total</u> | <u>Number of Units</u> | <u>Percent of Total</u> |
| <u>Condominium</u>                            | <u>*</u>               | <u>*</u>                | <u>1678</u>            | <u>69%</u>              |
| <u>Timeshare</u>                              | <u>*</u>               | <u>*</u>                | <u>96</u>              | <u>4%</u>               |
| <u>Hotel, Motels</u>                          | <u>251</u>             | <u>*</u>                | <u>408</u>             | <u>17%</u>              |
| <u>Condo Conversion - motel, hotel, Condo</u> | <u>*</u>               | <u>*</u>                | <u>239</u>             | <u>10%</u>              |
| <u>Hotel and Motel</u>                        | <u>-</u>               | <u>-</u>                |                        |                         |
| <b><u>Total:</u></b>                          | <u>*</u>               | <u>*</u>                | <u>2421</u>            | <u>100%</u>             |

## 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

| <u>-</u>                           | <u>Madeira Beach city, Florida</u> |                |
|------------------------------------|------------------------------------|----------------|
| <b><u>YEAR STRUCTURE BUILT</u></b> | <u>Estimate</u>                    | <u>Percent</u> |
|                                    |                                    |                |
| <u>Built 2014 or later</u>         | <u>31</u>                          | <u>0.7%</u>    |
| <u>Built 2010 to 2013</u>          | <u>34</u>                          | <u>0.8%</u>    |
| <u>Built 2000 to 2009</u>          | <u>277</u>                         | <u>6.6%</u>    |
| <u>Built 1990 to 1999</u>          | <u>262</u>                         | <u>6.3%</u>    |
| <u>Built 1980 to 1989</u>          | <u>866</u>                         | <u>20.7%</u>   |

|                                       |                       |                       |
|---------------------------------------|-----------------------|-----------------------|
| <a href="#">Built 1970 to 1979</a>    | <a href="#">838</a>   | <a href="#">20.1%</a> |
| <a href="#">Built 1960 to 1969</a>    | <a href="#">442</a>   | <a href="#">10.6%</a> |
| <a href="#">Built 1950 to 1959</a>    | <a href="#">926</a>   | <a href="#">22.2%</a> |
| <a href="#">Built 1940 to 1949</a>    | <a href="#">344</a>   | <a href="#">8.2%</a>  |
| <a href="#">Built 1939 or earlier</a> | <a href="#">154</a>   | <a href="#">3.7%</a>  |
| <a href="#">Total housing units</a>   | <a href="#">4,174</a> | <a href="#">4,174</a> |

U.S. Census Bureau, 2020

Table \*12: Housing Built Pre-1980 and Versus Housing Built Post-1980 In Madeira Beach

| <a href="#">Time of Construction</a>    | <a href="#">2010</a>                    |                                             | <a href="#">2020</a>                    |                                             |
|-----------------------------------------|-----------------------------------------|---------------------------------------------|-----------------------------------------|---------------------------------------------|
|                                         | <a href="#">Number of Housing Units</a> | <a href="#">Percentage of Total Housing</a> | <a href="#">Number of Housing Units</a> | <a href="#">Percentage of Total Housing</a> |
| <a href="#">Housing Built Pre-1980</a>  | <a href="#">2971</a>                    | <a href="#">70%</a>                         | <a href="#">2704</a>                    | <a href="#">65%</a>                         |
| <a href="#">Housing Built Post-1980</a> | <a href="#">1270</a>                    | <a href="#">30%</a>                         | <a href="#">1470</a>                    | <a href="#">35%</a>                         |
| <a href="#">Total Housing</a>           | <a href="#">4241</a>                    | <a href="#">100%</a>                        | <a href="#">4174</a>                    | <a href="#">100%</a>                        |

| <a href="#">Year Constructed</a>         | <a href="#">City</a>            |                                  | <a href="#">Pinellas County</a> |                                  |
|------------------------------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|
|                                          | <a href="#">Number of Units</a> | <a href="#">Percent of Total</a> | <a href="#">Number of Units</a> | <a href="#">Percent of Total</a> |
| <a href="#">1995 to 2005<sup>1</sup></a> | <a href="#">154</a>             | <a href="#">3.8</a>              | <a href="#">43,677</a>          | <a href="#">8.7</a>              |
| <a href="#">1990 to 1994<sup>2</sup></a> | <a href="#">38</a>              | <a href="#">1.0</a>              | <a href="#">25,453</a>          | <a href="#">5.1</a>              |
| <a href="#">1980 to 1989</a>             | <a href="#">699</a>             | <a href="#">17.6</a>             | <a href="#">102,367</a>         | <a href="#">20.3</a>             |
| <a href="#">1960 to 1979</a>             | <a href="#">1,426</a>           | <a href="#">36.0</a>             | <a href="#">217,867</a>         | <a href="#">43.2</a>             |
| <a href="#">1940 to 1959</a>             | <a href="#">1,495</a>           | <a href="#">37.6</a>             | <a href="#">94,867</a>          | <a href="#">18.8</a>             |
| <a href="#">1939 or earlier</a>          | <a href="#">159</a>             | <a href="#">4.0</a>              | <a href="#">19,753</a>          | <a href="#">3.9</a>              |
| <a href="#">Total Housing Units</a>      | <a href="#">3,971</a>           | <a href="#">100.0</a>            | <a href="#">503,980</a>         | <a href="#">100.0</a>            |

Source: <sup>1</sup>Pinellas County Building, 2007; the estimate is April 1, 2000 through March 31, 2005, and City of Madeira Beach, 2007.

<sup>2</sup>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 ~~\*613~~: Households by ~~Tenure, 2000~~[Tenure in Madeira Beach](#)

| Tenure          | <a href="#">2000Madeira Beach</a> |                  | <a href="#">2020Pinellas County</a>      |                                         |
|-----------------|-----------------------------------|------------------|------------------------------------------|-----------------------------------------|
|                 | Number of Units                   | Percent of Total | Number of Units                          | Percent of Total                        |
| Owner-Occupied  | 1,454                             | 36.6%            | <a href="#">1,248</a> <del>293,866</del> | <a href="#">30%</a> <del>61.0</del>     |
| Renter-Occupied | 1,074                             | 27.0%            | <a href="#">753</a> <del>121,102</del>   | <a href="#">18%</a> <del>25.2</del>     |
| Vacant          | 1,448                             | 36.4%            | <a href="#">2,173</a> <del>66,605</del>  | <a href="#">52%</a> <del>13.8</del>     |
| Total           | 3,976                             | 100.0%           | <a href="#">4,174</a> <del>481,573</del> | <a href="#">100.0%</a> <del>100.0</del> |

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 ~~714~~: Cost and Value of Madeira Beach Housing

| Ownership                            | <u>Madeira Beach</u><br>Year 2000 | <u>Pinellas County</u><br>Year 20 <u>2000</u> |
|--------------------------------------|-----------------------------------|-----------------------------------------------|
| Median Gross Rent                    | \$555                             | \$ <u>1,509</u> <del>615</del>                |
| Median Value of Owner-Occupied Units | \$171,000                         | <u>\$471,000</u> <del>96,500</del>            |

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 ~~\*815~~: Madeira Beach Households by Housing Costs, ~~2000~~

|                                                        | <u>2000</u> <del>Madeira Beach</del> |                   | <u>2020</u> <del>Pinellas County</del> |                                 |
|--------------------------------------------------------|--------------------------------------|-------------------|----------------------------------------|---------------------------------|
|                                                        | Number                               | Percent           | Number                                 | Percent                         |
| <b>Renter-occupied Units</b>                           | <b>1,074</b>                         | <b>100.0%</b>     | <b>753</b> <del>121,0</del>            | <b>100.0%</b> <del>1</del>      |
| Households paying 30% or more of their income for rent | 448                                  | 41.7 <sup>1</sup> | 525 <del>48,33</del><br>9              | 70% <del>39.9<sup>+</sup></del> |
| Households paying under 30% of their income for rent   |                                      |                   |                                        |                                 |
| No cash rent                                           | 45                                   | 4.2               | 44 <del>602</del>                      | 3.8                             |
| <b>Owner-occupied Units</b>                            | <b>1,454</b>                         | <b>100.0%</b>     | <b>1248</b> <del>293,</del>            | <b>100.0%</b> <del>1</del>      |

|                                                                                  |       |                   |                       |                                  |
|----------------------------------------------------------------------------------|-------|-------------------|-----------------------|----------------------------------|
| Households with mortgages paying 30% or more of their income for housing         | 270   | 18.6 <sup>1</sup> | 260 <del>50,169</del> | 47% <del>17.1</del> <sup>1</sup> |
| Households with mortgages paying less than 30% of their income for housing costs |       |                   |                       |                                  |
| Not mortgaged                                                                    | 429   | 29.5              | 671 <del>57,79</del>  | 54% <del>19.7</del>              |
| Total Households by Tenure                                                       | 2,528 | 28.4 <sup>2</sup> | 2001 <del>414</del>   | 39% <del>59.6</del> <sup>2</sup> |

Source: U.S. Census Bureau, 2000.

<sup>1</sup> The percentage is based on total rental or total owner households.

<sup>2</sup> 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 Beach~~ city. These units are actually marine liveboards or houseboats. There are no mobile home units in the City of Madeira Beach. The number of marine liveboards 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                            |                             |
|---------------------------------|---------------------------------|-----------------------------|---------------------------------|-----------------------------|---------------------------------|-----------------------------|
| <del>Income Ranges</del>        | <del>Number of Households</del> | <del>Percent of Total</del> | <del>Number of Households</del> | <del>Percent of Total</del> | <del>Number of Households</del> | <del>Percent of Total</del> |
| <del>Less than \$24,999</del>   | 955                             | 37.7                        | 1,095                           | 37.7                        | 1,103                           | 37.7                        |
| <del>\$25,000—\$49,999</del>    | 661                             | 26.1                        | 758                             | 26.1                        | 764                             | 26.1                        |
| <del>\$50,000—\$74,999</del>    | 409                             | 16.2                        | 471                             | 16.2                        | 474                             | 16.2                        |
| <del>\$75,000 &amp; above</del> | 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 completely~~ approaching horizontal build-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<br># Of Units | 2010<br># Of Units | 2013<br># Of Units | 2020<br># Of Units | 2025<br># 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.~~ 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 140<sup>th</sup> 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 141<sup>st</sup> Avenue Stormwater Treatment Station with completion anticipated by December 31, 2007. The improvements for the 141<sup>st</sup> 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 4416: 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 eCity 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 of 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 are needed 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~~ replacement cost for culture and recreation facilities and services-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 Space~~A 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 1999~~in 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

| <b><u>FY 2021</u></b>                                      |                         |
|------------------------------------------------------------|-------------------------|
| <b><u>Project</u></b>                                      | <b><u>Cost</u></b>      |
| <u>Recreation LED Field Lighting Project (in progress)</u> | <u>\$247,500</u>        |
| <u>Rosenbauer 78-foot Viper MP3 (in progress)</u>          | <u>\$225,000</u>        |
| <b><u>Total</u></b>                                        | <b><u>\$472,500</u></b> |

| <b><u>FY 2022</u></b>                                      |                    |
|------------------------------------------------------------|--------------------|
| <b><u>Project</u></b>                                      | <b><u>Cost</u></b> |
| <u>Parsley Drive/Marguerite Drive (Area 3/Series 2019)</u> | <u>\$5,520,000</u> |
| <u>Beach Access &amp; Parking Lot Improvement Plan</u>     | <u>\$200,000</u>   |
| <u>Fire Station SCBA Apparatus</u>                         | <u>\$100,000</u>   |
| <u>Gulf Boulevard Improvements</u>                         | <u>\$1,053,006</u> |
| <u>Gulf Lane Improvements</u>                              | <u>\$300,000</u>   |
| <u>John's Pass Village Boulevard (Areas 5/Series 2019)</u> | <u>\$5,040,000</u> |
| <u>John's Pass Regrade &amp; Repave Parking Lot</u>        | <u>\$120,000</u>   |

|                                                          |                     |
|----------------------------------------------------------|---------------------|
| <u>Recreation LED Field Lighting Project</u>             | <u>\$100,000</u>    |
| <u>Recreation Expansion Cost</u>                         | <u>\$200,000</u>    |
| <u>Stormwater Rehabilitation and Replacement Program</u> | <u>\$200,000</u>    |
| <u>Watershed Management Plan</u>                         | <u>\$120,000</u>    |
| <b>Total</b>                                             | <b>\$12,953,006</b> |

**FY 2023**

| <b><u>Project</u></b>                                            | <b><u>Cost</u></b> |
|------------------------------------------------------------------|--------------------|
| <u>Beach Access &amp; Parking Lot Improvement Plan</u>           | <u>\$260,000</u>   |
| <u>Public Works – Half Repaving</u>                              | <u>\$125,000</u>   |
| <u>Gulf Boulevard Improvements</u>                               | <u>\$1,053,006</u> |
| <u>Marina Chip/Repave Asphalt</u>                                | <u>\$125,000</u>   |
| <u>Recreation Concession Stand Improvements</u>                  | <u>\$100,000</u>   |
| <u>Stormwater Rehabilitation and Replacement Program</u>         | <u>\$200,000</u>   |
| <u>155th Avenue/153rd Avenue &amp; Municipal Drive (Area 6a)</u> | <u>\$4,400,000</u> |
| <u>Peterbilt Claw Truck</u>                                      | <u>\$201,700</u>   |
| <u>Peterbilt Packer Truck</u>                                    | <u>\$250,000</u>   |
| <b>Total</b>                                                     | <b>\$6,714,706</b> |

**FY 2024**

| <b><u>Project</u></b>                                    | <b><u>Cost</u></b>  |
|----------------------------------------------------------|---------------------|
| <u>Gulf Boulevard Improvements</u>                       | <u>\$1,053,006</u>  |
| <u>Stormwater Rehabilitation and Replacement Program</u> | <u>\$200,000</u>    |
| <u>140th Avenue/Bayshore Drive (Area 3a)</u>             | <u>\$15,200,000</u> |
| <u>Recreation School Bus</u>                             | <u>\$100,000</u>    |
| <b>Total</b>                                             | <b>\$16,553,006</b> |

**FY 2025**

| <b><u>Project</u></b>              | <b><u>Cost</u></b> |
|------------------------------------|--------------------|
| <u>Gulf Boulevard Improvements</u> | <u>\$1,053,006</u> |
| <u>New City Parking Garage</u>     | <u>\$6,000,000</u> |
| <b>Total</b>                       | <b>\$7,053,006</b> |

Source: City of Madeira Beach, 2022.

Table 18 Schedule of Capital Improvements Fiscal Years 2023 through 2027

| <b><u>Project Title</u></b>                                              | <b><u>FY 2023</u></b> | <b><u>FY 2024</u></b> | <b><u>FY 2025</u></b> | <b><u>FY 2026</u></b> | <b><u>FY 2027</u></b> |
|--------------------------------------------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <u>Interior and Exterior Maintenance of Structures at Archibald Park</u> | <u>\$350,000.00</u>   | <u>=</u>              | <u>=</u>              | <u>=</u>              | <u>=</u>              |

|                                                                                                                                                                  |                       |                       |                       |                     |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------|-----------------------|---------------------|---------------------|
| <u>Beach Groin Renourishment Project</u>                                                                                                                         | <u>\$3,500,000.00</u> | <u>\$750,000.00</u>   | =                     | =                   | =                   |
| <u>Patriot Park fishing piers rebuild</u>                                                                                                                        | <u>\$100,000.00</u>   | =                     | =                     | =                   | =                   |
| <u>Mill and Resurface Parking Lot at Archibald Park</u>                                                                                                          | =                     | <u>\$250,000.00</u>   | =                     | =                   | =                   |
| <u>Pocket Park Improvements</u>                                                                                                                                  | <u>\$150,000.00</u>   | =                     | =                     | =                   | =                   |
| <u>Construct Code Enforcement Dayroom</u>                                                                                                                        | <u>\$150,000.00</u>   | =                     | =                     | =                   | =                   |
| <u>Construct Public Works Building</u>                                                                                                                           | <u>\$200,000.00</u>   | <u>\$2,000,000.00</u> | =                     | =                   | =                   |
| <u>Replacement of SCBA</u>                                                                                                                                       | =                     | <u>\$185,000.00</u>   | =                     | =                   | =                   |
| <u>John's Pass Boardwalk Repairs</u>                                                                                                                             | <u>\$50,000.00</u>    | <u>\$50,000.00</u>    | <u>\$50,000.00</u>    | =                   | =                   |
| <u>Johns Pass Park - Parking lot improvements</u>                                                                                                                | <u>\$450,000.00</u>   | =                     | =                     | =                   | =                   |
| <u>Engineering and Construction of a City Parking Garage</u>                                                                                                     | <u>\$250,000.00</u>   | <u>\$3,000,000.00</u> | <u>\$3,000,000.00</u> | =                   | =                   |
| <u>Construct Basketball Court Enclosure</u>                                                                                                                      | =                     | <u>\$300,000.00</u>   | =                     | =                   | =                   |
| <u>Construct Concession Stand</u>                                                                                                                                | <u>\$250,000.00</u>   | =                     | =                     | =                   | =                   |
| <u>Renovate Dog Park</u>                                                                                                                                         | <u>\$200,000.00</u>   | =                     | =                     | =                   | =                   |
| <u>Install Recreation Center Solar Panels</u>                                                                                                                    | <u>\$100,000.00</u>   | =                     | =                     | =                   | =                   |
| <u>Shade Awnings and Dugout Replacement</u>                                                                                                                      | =                     | <u>\$150,000.00</u>   | =                     | =                   | =                   |
| <u>Resurfacing of Marina Parking Area</u>                                                                                                                        | =                     | =                     | <u>\$400,000.00</u>   | =                   | =                   |
| <u>Seawall Renovation Project at City Marina</u>                                                                                                                 | =                     | <u>\$200,000.00</u>   | =                     | =                   | =                   |
| <u>Construct Transient Docks at City Marina</u>                                                                                                                  | <u>\$200,000.00</u>   | <u>\$1,000,000.00</u> | =                     | =                   | =                   |
| <u>Parking Equipment - City Wide</u>                                                                                                                             | =                     | =                     | =                     | <u>\$225,000.00</u> | <u>\$225,000.00</u> |
| <u>Replace a 2016 Peterbilt garbage truck</u>                                                                                                                    | =                     | <u>\$290,000.00</u>   | =                     | =                   | =                   |
| <u>Watershed Management Plan</u>                                                                                                                                 | <u>\$95,000.00</u>    | <u>\$48,000.00</u>    | =                     | =                   | =                   |
| <u>Mill and resurface, curb repair and stormwater drainage improvements at Area 3 - East Parsley, West Parsley, Marguerite, A Street, B Street, and Lynn Way</u> | <u>\$1,500,000.00</u> | <u>\$1,500,000.00</u> | =                     | =                   | =                   |
| <u>Mill and resurface, curb repair, and stormwater drainage improvements at Area 5 - 131<sup>st</sup> Ave E &amp; 129<sup>th</sup> Ave.</u>                      | <u>\$1,000,000.00</u> | <u>\$1,000,000.00</u> | =                     | =                   | =                   |
| <u>Mill and resurface, curb repair and stormwater drainage improvements at Area 6 - 155th Ave, 154th Ave, 153rd Ave, 1st St</u>                                  | <u>\$200,000.00</u>   | <u>\$2,000,000.00</u> | <u>\$1,500,000.00</u> | =                   | =                   |

E, 2nd St E, Harbor Dr and  
Municipal Dr

|                                                                                    |                       |                     |                     |   |   |
|------------------------------------------------------------------------------------|-----------------------|---------------------|---------------------|---|---|
| <u>Emergency Stormwater Repairs<br/>throughout the City</u>                        | <u>\$200,000.00</u>   | <u>\$200,000.00</u> | <u>\$200,000.00</u> | - | - |
| <u>Gulf Lane and Beach Access<br/>Drainage and Roadway<br/>Improvement Project</u> | <u>\$2,500,000.00</u> | -                   | -                   | - | - |
| <u>Generator replacement for 141st<br/>Stormwater Station</u>                      | <u>\$125,000.00</u>   | -                   | -                   | - | - |
| <u>Interior and Exterior Maintenance<br/>of Structures at Archibald Park</u>       | <u>\$350,000.00</u>   | -                   | -                   | - | - |
| <u>Beach Groin Renourishment<br/>Project</u>                                       | <u>\$3,500,000.00</u> | <u>\$750,000.00</u> | -                   | - | - |

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

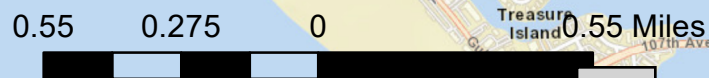
6.1d Madeira Beach Active Transportation Map

6.1e Madeira Beach Coastal High Hazard Area Map

6.1f Madeira Beach Environmental Map

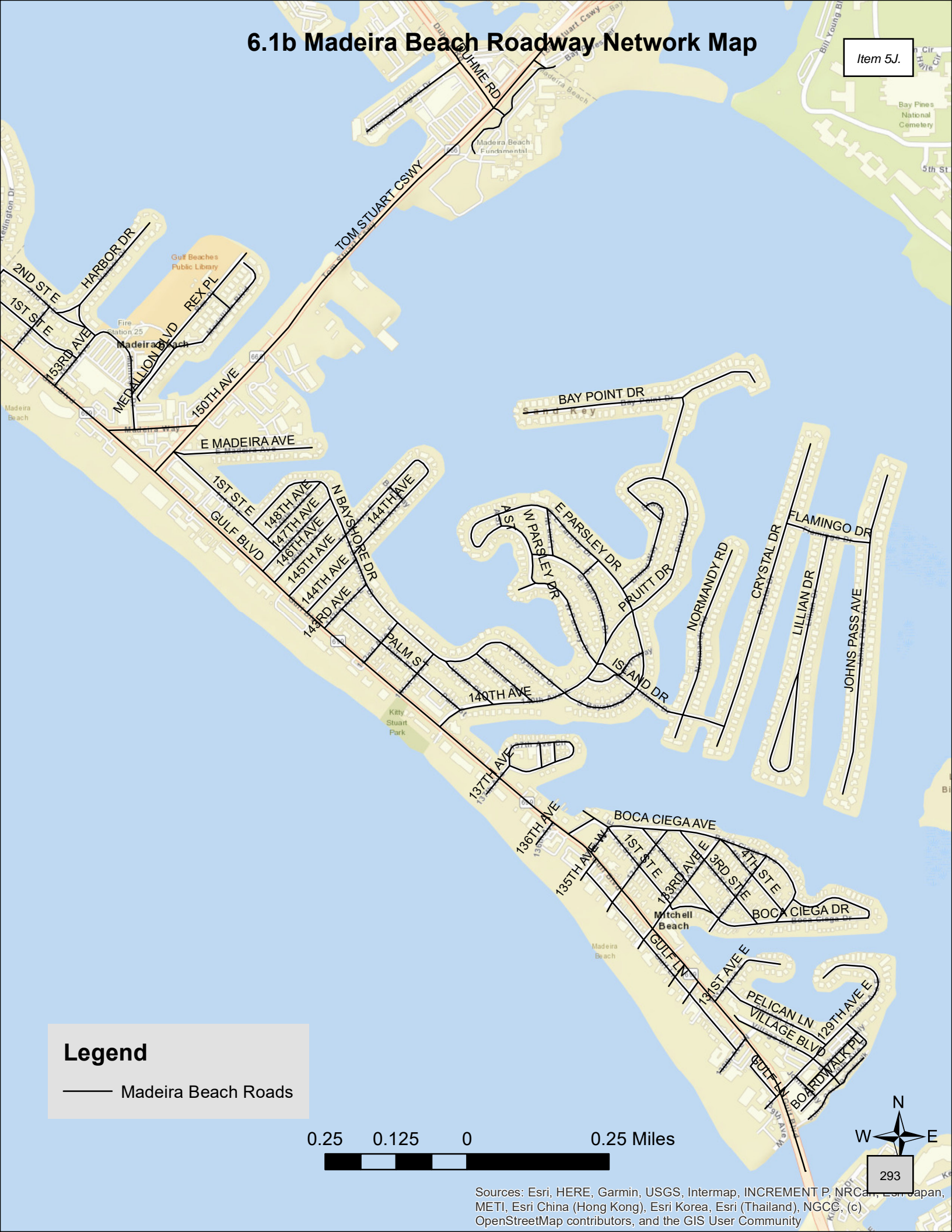
# 6.1a Madeira Beach Future Land Use Map

Item 5J.



## 6.1b Madeira Beach Roadway Network Map

Item 5J.



### Legend

— Madeira Beach Roads

0.25 0.125 0 0.25 Miles

W N E

293

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, DeLorme, 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

Item 5J.



## Legend



PSTA Bus Stops Madeira Beach

## PSTA Bus Routes



68



Suncoast Beach Trolley

0.25 0.125 0 0.25 Miles



294

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, DeLorme, Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

*Item 5J.*



# 6.1e Madeira Beach Coastal High Hazard Area Map

Item 5J.



## Legend

- Evacuation Routes
- Coastal High Hazard Area

0.45 0.225 0 0.45 Miles



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, DeLorme, 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

