



BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

**Wednesday, July 23, 2025 at 6:00 PM
Commission Chambers, 300 Municipal Drive,
Madeira Beach, FL 33708**

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

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

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

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

4. COMMUNITY DEVELOPMENT - IMPACT FEES DISCUSSION

[A.](#) Impact Fees

5. BOARD OF COMMISSIONERS

[A.](#) 2026 Board of Commissioners Meeting Schedule - Draft

[B.](#) Ceremonial Items - participation, selection

6. CITY ATTORNEY

[A.](#) Scott Holcomb Request for Special Magistrate Lien Reduction - 572 Johns Pass Avenue

7. CITY MANAGER

[A.](#) Johns Pass Park Bathroom Mural

- [B.](#) FY 2026 Gulf Beaches Public Library Budget
- [C.](#) FY 2026 PCSO Law Enforcement Agreement
- [D.](#) John's Pass Dredging Update
- [E.](#) FL Department of Environmental Protection (FDEP) Resiliency Grant Program
- [F.](#) Information Technology - Integris Agreement for vCISO
- [G.](#) Letter to State Division of Lands - Marina Parcels
- [H.](#) America 250 - Semiquincentennial

- [I.](#) Potential property purchase - 50 153rd Ave
- [J.](#) Code Enforcement - abandoned/derelict boats and abandoned/unmaintained pools
- [K.](#) Strategic Planning
- [L.](#) Electric (E-bike) Bicycles - Ordinances, rules, processes

8. COMMUNITY DEVELOPMENT

- [A.](#) DISCUSSION Ordinance 2025-14: Amendments to Chapter 14., Article IV, Elevation and Relocation of Structures
- [B.](#) Post-Storm Update – FEMA, FDEP, Permitting, Department Updates

9. FINANCE

- [A.](#) Continuation of banking services - Hancock Whitney Bank

10. PUBLIC WORKS

- [A.](#) TruVac Trailer Purchase
- [B.](#) Area 3 Construction Engineering Inspection (CEI) Approval
- [C.](#) Interlocal Agreement with Thompson Consulting Services for Debris Monitoring
- [D.](#) Military Court of Honor Update July 23, 2025
- [E.](#) Johns Pass Jetty Update July 23, 2025
- [F.](#) 2026 John Deere Gator Discussion
- [G.](#) Pinellas County Joint Participation Agreement Area 5

H. Boca Ciega Street End Project update 7-23-25

I. FDOT 150th Ave. Resurfacing

11. RESPOND TO PUBLIC COMMENTS/QUESTIONS

12. ADJOURNMENT

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

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



Memorandum

Meeting Details: July 23, 2025 – Board of Commissioners Workshop
Prepared For: Honorable Mayor Brooks and the Board of Commissioners
Staff Contact: Community Development Department
Subject: Impact Fees

Background:

This memo provides an overview of current local and countywide impact fees affecting development within the City of Madeira Beach, outlines recent legislative updates in SB 180, and offers a recommendation to evaluate and potentially update the City's local impact fee structure.

Discussion:

Local Impact Fees

The City of Madeira Beach imposes a local impact fee on new living area to help fund public facilities and infrastructure needs generated by growth. The fee has three subcategories: culture and recreation, mobility and public safety. The impact fee was adopted 2020-2021 (Ordinance 2020-24 and Ordinance 2021-10) and the first collection of the fee began April 1, 2022 at a discounted rate. Every fiscal year the discount decreases, meaning that the impact fees collected increases (see Sec. 92-20 for the rate).

Pinellas County Impact Fees

In addition to the City's local impact fee, all development in Madeira Beach is subject to the Pinellas County Multimodal Impact Fee, which supports countywide transportation improvements. This fee is collected at the time of permitting and varies based on use type, size, and trip generation data. The county's program is undergoing a review and eventually will be updated based on transportation modeling and infrastructure investment needs.

SB 180 – 2025 Legislative Update

Senate Bill 180, signed into law during the 2025 legislative session, prohibits the imposition of impact fees for replacement structures if the land use is the same as the original, unless a replacement is a substantial demand on public facilities.

Fiscal Impact:

Fees for the consultant to prepare an updated fee study.

Recommendation(s):

Staff recommends evaluation and update of the City's local impact fee program. This would include engaging a qualified consultant to prepare an updated fee study that reflects current development trends, infrastructure costs, and legal requirements. City staff also recommends that the city moves forward with reviewing SB 180 and amending the local impact fees to take in account development not deemed substantial.

Attachments/Corresponding Documents:

- Madeira Beach Code of Ordinances: Ch 92. Proportionate-Share Development Fee
- Pinellas County Code of Ordinances: Ch 150. Multimodal Impact Fees
- SB 180 Summary

Chapter 92 PROPORTIONATE-SHARE DEVELOPMENT FEE

Sec. 92-1. Intent.

These regulations are intended to assist in the implementation of the City of Madeira Beach Comprehensive Plan.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-2. Purpose.

The purpose of this chapter is to regulate the development, redevelopment, and use of land to assure that land development, redevelopment, and use bears a proportionate share of the cost necessary to provide improved municipal culture and recreation, mobility, and public safety facilities and services within the municipal boundaries of the city consistent with the level-of-service standards adopted in the City of Madeira Beach Comprehensive Plan.

(Ord. No. 2020-24, § 1, 5-12-21; Ord. No. 2021-10, § 1, 6-30-21)

Sec. 92-3. Compliance with Florida Impact Fee Act.

This chapter is intended to comply fully with the Florida Impact Fee Act and will be implemented and interpreted to so comply.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-4. Reserved.

Sec. 92-5. Liberal construction.

The provisions of this chapter will be liberally construed to effectively promote the health, safety, morals, convenience, order, prosperity, and the general welfare of the city's citizens and visitors.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-6. Rules of construction.

To administer and enforce the provisions of this chapter, the following rules of construction will apply to the text of this chapter unless otherwise stated in this chapter.

- (1) The text of this chapter will control any difference of implication or meaning between the text and any caption, illustration, illustrative table, or summary table of this chapter.
- (2) The word "must" is mandatory; the word "may" is permissive.
- (3) Words used in the present tense include the future tense; words used in the singular include the plural, and the plural include the singular, unless the context clearly indicates the contrary.

- (4) The word "person" includes an individual, a corporation, a partnership, an incorporated association, or another similar entity.
- (5) Unless the context clearly indicates the contrary, where a regulation involves two or more phrases or words connected by the conjunction "and," "or" or "either . . . or," the conjunction will be interpreted as follows:
 - a. "And" indicates that all the connected phrases or words apply.
 - b. "Or" indicates that the phrases or words may apply singly or in any combination.
 - c. "Either... or" indicates that the connected phrases or words apply singly but not in combination.
- (6) The word "includes" does not limit a phrase or word to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.
- (7) "Administrator" means the city manager or designee.

(Ord. No. 2020-24, § 1, 5-12-21)

Secs. 92-7—92-9. Reserved.

Sec. 92-10. Definitions.

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

Administrator means the city manager or designee.

Applicant means a person applying for the issuance of a building permit.

Building area means the enclosed area of buildings measured in square feet 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.

Building permit means a permit issued by the city authorizing construction or permanent placement of a structure on a lot or parcel.

Capital equipment means equipment and other improvements that increase the service capacity of a municipal facility.

Capital facility means structures and other improvements that increase the service capacity of a municipal facility.

Developer means any person undertaking development.

Development and *redevelopment* means any construction or expansion of a structure; or any use, or change in use of a structure; or any change of use of land; any of which creates additional demand on an improved municipal facility or service.

Development permit means any building permit, zoning permit, plat approval, or rezoning, certification, variance, or other action having the effect of permitting development.

Encumber means to legally obligate by agreement or otherwise commit to use by appropriation or other official act of the city.

Feepayer means that person who pays a proportionate-share development fee or their successor in interest. In the absence of any express assignment or transfer of the entitlement or right to refund of previously paid proportionate-share development fees, the entitlement or right will not run with the land.

Improved municipal culture and recreation facilities and services means the land, capital equipment, capital facilities, and other improvements necessary to deliver the city's culture and recreation services.

Improved municipal mobility facilities and services means the land, capital equipment, capital facilities, and other improvements necessary to deliver the city's mobility services.

Improved municipal public safety facilities and services means the land, capital equipment, capital facilities, and other improvements necessary to deliver the city's public safety services.

Project means a particular development on an identified lot or parcel of land.

Project improvements means equipment, facilities, and site improvements that are planned and designed to provide service for a project and that are necessary for the convenience and use of the occupants or other users of the project and are not system improvements. The character of the improvement will control a determination of whether an improvement is a project improvement or a system improvement. If a facility or improvement provides or will provide more than incidental facility or service capacity to persons other than users or occupants of a particular project, the facility or improvement is a system improvement and will not be considered a project improvement. No facility or improvement included in the City of Madeira Beach Comprehensive Plan Capital Improvements Element Capital Improvement Program ("CIP") Schedule of Capital Improvements will be considered a project improvement.

Proportionate share means that portion of the cost of improvements that is reasonably related to the service demands and needs of a project.

Proportionate-share development fee means a payment of money imposed upon new development and redevelopment construction as a condition of a building permit to pay for a proportionate share of the cost of improvements to serve new development and redevelopment.

Site-related improvements are capital improvements and right-of-way dedications for direct access improvements to and within the subject development. Direct access improvements include, but are not limited to:

- (1) Access leading to the development;
- (2) Driveways and mobility facilities within the development;
- (3) Acceleration and deceleration lanes, and left and right turn lanes leading to mobility facilities within the development; and
- (4) Traffic control measures for mobility facilities within the development.

System improvement costs means costs incurred to provide additional improved municipal facilities and services capacity needed to serve new development and redevelopment for planning, design, construction, land acquisition (including land purchases, court awards and costs, attorneys' fees, expert witness fees), land improvement, engineering, including the cost of constructing or reconstructing system improvements, facility, or service expansions, engineering and surveying fees, and expenses incurred for qualified staff or consultants for preparing or updating the capital improvement element, and administrative costs, provided such administrative costs do not exceed the actual costs of administering the proportionate-share development fee program. Projected interest charges and other finance costs may be included if the proportionate-share development fees are to be used for the payment of principal and interest on bonds, notes, or other financial obligations issued by or on behalf of the city to finance the improvements in the capital improvements element but such costs do not include routine and periodic maintenance expenditures, personnel training, and other operating costs.

System improvements means improved municipal facilities and services designed to provide service to the citizens and visitors, in contrast to "project improvements."

(Ord. No. 2020-24, § 1, 5-12-21; Ord. No. 2021-10, § 1, 6-30-21)

Secs. 92-11—92-14. Reserved.

Sec. 92-15. Imposition of proportionate-share development fees.

Any person who, after the effective date of the ordinance from which this chapter is derived, seeks to develop land within the city by applying for a building permits is required to pay proportionate-share development fees in the manner and amount provided in this chapter.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-16. Issuance of building permit.

No building permit for any activity requiring payment of a proportionate-share development fee pursuant to sections 92-20, 92-21, and 92-22 of this chapter will be issued unless and until the required proportionate-share development has been paid.

(Ord. No. 2020-24, § 1, 5-12-21)

Secs. 92-17—92-19. Reserved.

Sec. 92-20. Computing the amount of proportionate-share development fees.

- (a) At the option of the applicant, the amount of the proportionate-share development fees may be determined by the following fee calculations:

CULTURE AND RECREATION FEE=VALUE * BUILDING AREA (B.A.) FT² RATIO:

$$(\$39.68 * 0.299650) = \$11.89 \text{ PER FT}^2$$

MOBILITY FEE=VALUE * BUILDING AREA (B.A.) - FT² RATIO:

$$(\$12.46 * 0.120362) = \$1.50 \text{ PER FT}^2 \text{ B.A.}$$

PUBLIC SAFETY FEE=VALUE / BUILDING AREA (B.A.) FT² :

$$(\$5,292,709/8,871,213 \text{ FT}^2) = \$0.60 \text{ PER FT}^2$$

- (b) The proportionate-share development fees provided in subsection (a) of this section include administrative expenses and will be implemented in accordance with this proportionate-share development fee implementation schedule, discounting fees for several fiscal years, until the full current calculated fee rate is reached.

PROPORTIONATE-SHARE DEVELOPMENT FEE IMPLEMENTATION SCHEDULE

MUNICIPAL FACILITIES CATEGORY OR CLASS	FULL CURRENT CALCULATED FEE RATE	DISCOUNT PERCENTAGE (%) IMPLEMENTATION BY FISCAL YEAR							
		70%	60%	50%	40%	30%	20%	10%	

		04/1/22	10/1/22	10/1/23	10/1/24	10/1/25	10/1/26	10/1/27	10/1/28
Culture & Recreation	\$11.89/sq. ft. Building Area (B.A.)	\$3.57/sq. ft. B.A.	\$4.76/sq. ft. B.A.	\$5.94/sq. ft. B.A.	\$7.13/sq. ft. B.A.	\$8.23/sq. ft. B.A.	\$9.52/sq. ft. B.A.	\$10.70/sq. ft. B.A.	\$11.89/sq. ft. B.A.
Mobility	\$1.50/sq. ft. B.A.	\$0.45/sq. ft. B.A.	\$0.60/sq. ft. B.A.	\$0.75/sq. ft. B.A.	\$0.90/sq. ft. B.A.	\$1.05/sq. ft. B.A.	\$1.20/sq. ft. B.A.	\$1.35/sq. ft. B.A.	\$1.50/sq. ft. B.A.
Public Safety	\$0.60/sq. ft. B.A.	\$0.18/sq. ft. B.A.	\$0.24/sq. ft. B.A.	\$0.30/sq. ft. B.A.	\$0.36/sq. ft. B.A.	\$0.42/sq. ft. B.A.	\$0.48/sq. ft. B.A.	\$0.54/sq. ft. B.A.	\$0.60/sq. ft. B.A.
TOTAL	\$13.99/sq. ft. B.A.	\$4.20/sq. ft. B.A.	\$5.60/sq. ft. B.A.	\$6.99/sq. ft. B.A.	\$8.39/sq. ft. B.A.	\$9.70/sq. ft. B.A.	\$11.20/sq. ft. B.A.	\$12.59/sq. ft. B.A.	\$13.99/sq. ft. B.A.

- (c) In conjunction with the municipal budget process and review of the capital improvements element and capital improvements plan, the city will regularly review the proportionate-share development fees and implementation schedule and update as necessary to ensure the proportionate-share development fees are based on the most recent localized data.

(Ord. No. 2020-24, § 1, 5-12-21; Ord. No. 2021-10, § 1, 6-30-21)

Sec. 92-21. Independent fee calculation.

If an applicant opts not to have the proportionate-share development fees determined according to section 92-20, then the applicant must prepare and submit to the administrator an independent fee calculation study for the land development activity requiring a building permit. The documentation submitted with the independent fee calculation study must show the basis upon which the independent fee calculation was made. The administrator will consider the documentation submitted by the applicant but is not required to accept such documentation the administrator reasonably deems to be inaccurate or not reliable and can require the applicant to submit additional or different documentation for consideration. If an acceptable independent fee calculation study is not submitted, the applicant must pay proportionate-share development fees based upon the schedule in section 92-20. If an acceptable independent fee calculation study and documentation is submitted, the administrator may adjust the fee to that appropriate to the particular development. Determinations made by the administrator pursuant to this section may be appealed as provided in section 92-60 et seq. of this chapter.

(Ord. No. 2020-24, § 1, 5-12-21; Ord. No. 2021-10, § 1, 6-30-21)

Sec. 92-22. Certification.

On the request of an applicant, the administrator will certify the proportionate-share development fees schedule or fees resulting from an independent fee calculation, whichever is applicable, and that certification will establish the applicable proportionate-share development fees for a period of 180 days from the date of the certification.

(Ord. No. 2020-24, § 1, 5-12-21)

Secs. 92-23, 92-24. Reserved.

Sec. 92-25. Payment of fees.

The applicant must pay the proportionate-share development fees required by this chapter to the administrator prior to the issuance of a building permit.

(Ord. No. 2020-24, § 1, 5-12-21; Ord. No. 2021-10, § 1, 6-30-21)

Sec. 92-26. Deposit into trust fund.

All funds collected will be properly identified by proportionate-share development fee improved municipal culture and recreation, mobility, and public safety facilities and services accounts and promptly transferred for deposit in the appropriate trust fund to be held in separate accounts as determined in sections 92-35 through 92-38 of this chapter and used solely for the purposes specified in this chapter.

(Ord. No. 2020-24, § 1, 5-12-21; Ord. No. 2021-10, § 1, 6-30-21)

Secs. 92-27—92-29. Reserved.**Sec. 92-30. Proportionate-share development fee service area.**

There is hereby established one proportionate-share development fee service area that is the entire incorporated municipal boundary of the City of Madeira Beach.

(Ord. No. 2020-24, § 1, 5-12-21)

Secs. 92-31—92-34. Reserved.**Sec. 92-35. Proportionate-share development fee trust funds established.**

There is hereby established one improved municipal culture and recreation proportionate-share development fee trust fund account, one improved municipal mobility proportionate-share development fee trust fund account, and one improved public safety proportionate-share development fee trust fund account for the proportionate-share development fee service area provided in section 92-30 of this chapter.

(Ord. No. 2020-24, § 1, 5-12-21; Ord. No. 2021-10, § 1, 6-30-21)

Sec. 92-36. Interest bearing account.

Proportionate-share development fees placed in trust fund accounts must be maintained in interest-bearing accounts.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-37. Prompt deposit.

All proportionate-share development fees collected must be promptly deposited in the respective trust fund accounts and maintained there, including the interest thereon, until withdrawal pursuant to this chapter.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-38. Funds withdrawn.

Funds withdrawn from the respective trust fund accounts must be used in accordance with the provisions of sections 92-40 through 92-46 of this chapter.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-39. Reserved.**Sec. 92-40. Use of trust funds for capital improvements.**

Funds collected from proportionate-share development fees must be used solely for the purposes of acquiring or making capital improvements to the respective improved municipal culture and recreation, mobility, and public safety facilities and services under the jurisdiction of the city, Pinellas County, or the State of Florida.

(Ord. No. 2020-24, § 1, 5-12-21; Ord. No. 2021-10, § 1, 6-30-21)

Sec. 92-41. Use of trust funds in particular area.

Funds must be used exclusively for acquisitions, capital improvements, or capacity expansions within the proportionate-share development fee service area from which the funds were collected.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-42. Use of trust funds for debt service.

In the event that bonds or similar debt instruments are issued for advanced provision of capital facilities and equipment for which proportionate-share development fees may be expended, proportionate-share development fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the capital facilities and equipment provided are of the type described in sections 92-40 and 92-41 of this chapter.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-43. Use of trust funds for reimbursement.

In the event a developer enters into a development agreement with the city to construct, contribute, or fund capital improvements to the respective improved municipal culture and recreation, mobility, and public safety facilities and services, such that the amount of the credit created by such construction, contribution, or funding is in excess of the proportionate-share development fee otherwise due, the developer will be reimbursed for such excess construction, contribution, or funding from proportionate-share development fees paid by other development located in the service area benefited by such improvements.

(Ord. No. 2020-24, § 1, 5-12-21; Ord. No. 2021-10, § 1, 6-30-21)

Sec. 92-44. Annual report on use of trust funds.

At least once each fiscal year the administrator will present the board of commissioners a report detailing the amount of proportionate-share development fees collected, encumbered, and used, and a proposed capital improvement program for the respective improved municipal culture and recreation, mobility, and public safety

facilities and services, assigning funds, including any accrued interest, from the proportionate-share development fee trust fund to specific improved municipal mobility facilities and services projects and related expenses. Monies, including any accrued interest, not assigned in any fiscal year will be retained in the respective trust fund until the next fiscal year except as provided by the refund provisions of this chapter.

(Ord. No. 2020-24, § 1, 5-12-21; Ord. No. 2021-10, § 1, 6-30-21)

Sec. 92-45. Refunds.

Funds may be used to provide refunds as described in sections 92-50 through 92-53 of this chapter.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-46. First in/first out.

Funds will be considered expended on a first in, first out basis.

(Ord. No. 2020-24, § 1, 5-12-21)

Secs. 92-47—92-49. Reserved.

Sec. 92-50. Refund of fees paid upon expiration of building permit.

If a building permit expires prior to construction commencing, the feepayer is entitled to a refund, without interest, of the proportionate-share development fee paid as a condition of issuing the building permit, except the city will retain five percent of the fee to offset a portion of the costs of administration. The feepayer must submit an application for such a refund to the administrator within 30 calendar days of the expiration of the building permit.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-51. Refund of fees paid if not expended.

In the event that proportionate-share development fees have not been expended or encumbered by the end of the calendar quarter immediately following seven years from the date the proportionate-share development fee was paid, the administrator will provide written notice of eligibility for a refund to feepayers.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-52. Application for refund of fees paid.

Funds not encumbered or expended by the end of the calendar quarter immediately following seven years from the date the proportionate-share development fees were paid will, upon receipt of a complete application for refund, be refunded to feepayer, provided the feepayer submits the application for the refund to the administrator within one year of the expiration of seven-year period or the publication of the notice of eligibility for a refund, whichever is later. Refunds will be made to the feepayer within 60 calendar days after the administrator determines there is sufficient proof of the claim for a refund.

(Ord. No. 2020-24, § 1, 5-12-21; Ord. No. 2021-10, § 1, 6-30-21)

Secs. 92-53, 92-54. Reserved.**Sec. 92-55. Exemptions.**

The following are exempted from paying proportionate-share development fees:

- (1) Alterations of an existing structure where the building area is not expanded or the use is not changed.
- (2) The replacement of a structure with a new structure of the same size building area and use.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-56. Waiver.

If an applicant fails to claim an exemption prior to applying for a building permit, the claim of exemption is automatically waived.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-57. Credits.

- (a) No credit will be given for site-related improvements or right-of-way dedications.
- (b) An applicant may offer land or capital improvements, or some combination of land and capital improvements in lieu of partial or total payment of the required proportionate-share development fee. The applicant must request a proportionate-share development fee credit. If the administrator accepts such an offer, the credit will be determined and provided as follows:
 - (1) Credit for a dedication of land will be valued at:
 - a. One hundred fifteen percent of the most recent assessed value by the Pinellas County Property Appraiser, or
 - b. By a fair-market value established by private appraisers acceptable to the city. Credit for the dedication of land will be provided to the applicant when the land has been conveyed at no cost to the city in a manner acceptable to the administrator.
 - (2) Applicants for credit for capital improvements must submit engineering drawings, specifications, and construction cost documentation acceptable to the administrator.
 - a. The administrator will determine credit for capital improvements based on applicant's construction cost documentation, or
 - b. If the administrator determines that the cost documentation submitted by the applicant is either inaccurate or unreliable, the administrator will determine the credit on alternative engineering criteria and construction cost estimates.
 - c. The administrator will provide the applicant with a certificate declaring:
 1. The dollar (USD) amount of the credit.
 2. The reason for the credit, and
 3. The legal description or other adequate description of the development project to which the credit may be applied.

- d. The applicant must sign and date a duplicate copy of the certificate indicating their agreement to the terms of the certificate and return the signed and dated duplicate certificate to the administrator before credit will be given.
 - e. Failure of the applicant to sign, date, and return the duplicate certificate within 60 calendar days of receipt of the duplicate certificate from the administrator will nullify the credit.
 - (3) Except as provided in subparagraph (d) of this section, credit against proportionate-share development fees otherwise due will not be provided until:
 - a. The construction is completed and accepted by the city, County, or State, as applicable; and
 - b. A maintenance and warranty bond suitable to the city, when applicable, is received and approved by the administrator.
 - (4) Credit may be provided before completion of specified capital improvements if:
 - a. The applicant provides assurances adequate and acceptable to the administrator that the above provisions of this section will be met;
 - b. The applicant posts security for the costs of construction in the form of a performance bond, irrevocable letter of credit, or escrow agreement;
 - c. The security is posted with and approved by the administrator in an amount determined by the administrator; and
 - d. If the capital facility project will not be completed within one year of the acceptance of the offered security by the administrator, the amount of the security must be increased by ten percent compounded, for each year of the life of the security.
 - (5) The capital improvement for which credit is requested is consistent with the City of Madeira Beach Comprehensive Plan; and
 - (6) The request complies with the security provisions of subsection (3) of this section.
 - (c) If an applicant fails to claim a credit prior to applying for a building permit, the request for credit is automatically waived.
 - (d) Credits are assignable and transferable at any time after establishment from one development or parcel to any other development or parcel within the city that receives benefits from the improvement or contribution that generated the credits.
- (Ord. No. 2020-24, § 1, 5-12-21)

Secs. 92-58, 92-59. Reserved.

Sec. 92-60. Appeals.

Any applicant or feepayer aggrieved by a decision of the administrator may apply to appeal that decision to the special magistrate in accordance with the provisions of article VIII of this Code, sections 2-501 et seq. Prior to the special magistrate hearing any such appeal, the applicant or feepayer must submit a request for reconsideration, on a form provided by the city, to the administrator who will act on the request for reconsideration within 15 working days.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-61. Administrator's decision is final.

The administrator's decision on the request for reconsideration is final unless an application for appeal, specifying the grounds for the appeal, is submitted in accordance with section 2-503 of this Code.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-62. Transmittal of appeal.

The administrator will schedule a complete appeal application for a hearing before the special magistrate, and transmit to the special magistrate copies of the appeal application, the administrative decision appealed, and all digital files and papers constituting the record upon which the administrator relied making the decision.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-63. Due process.

An applicant or feepayer appealing the administrator's decision has the right to appear at the appeal hearing, present evidence, and be represented by legal counsel.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-64. Payment under protest.

An applicant or feepayer may pay a proportionate-share development fee under protest to obtain a building permit and by making such fee payment under protest will not be estopped from:

- (1) Exercising the right to appeal provided for in this chapter, or
- (2) Receiving a refund of any amount deemed incorrectly collected.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-65. Review of fee schedule.

The fee schedule provided in section 92-20 of this chapter will be reviewed annually by the board of commissioners.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-66. Automatic update.

Unless otherwise directed by the board of commissioners, the fee schedule provided in section 92-20 will be adjusted by the administrator in May of each fiscal year based on the methodology provided in section 92-67 of this chapter. Any adjustments to the fees made pursuant to this section will be effective the following first day of October.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-67. Basis for adjustment.

The bases for computing any adjustment in the fee schedule are the Reports entitled *City of Madeira Beach Proportionate-Share Development Fees and Regulations: Culture and Recreation and Public Safety* and *City of Madeira Beach Proportionate-Share Development Fees and Regulations: Mobility*, as adjusted from time to time to reflect a change in the level-of-service standards for improved municipal culture and recreation, mobility, and public safety facilities and services.

(Ord. No. 2020-24, § 1, 5-12-21; Ord. No. 2021-10, § 1, 6-30-21)

Sec. 92-68. Full benefit of intensity prepaid.

If the city increases its proportionate-share development fees, the holder of any credits, whether such credits are granted under Florida Statutes § 163.3180, 380.06 or otherwise, that were in existence before the fee increase, is entitled to the full benefit of the intensity prepaid by the credit balance as of the date the credit balance was first established.

(Ord. No. 2020-24, § 1, 5-12-21)

Sec. 92-69. Reserved.**Sec. 92-70. Penalty.**

A violation of this chapter will be prosecuted in the same manner misdemeanors are prosecuted and, upon conviction, the violator punishable according to law; however, in addition to or in lieu of a criminal prosecution, the city will have the power to sue in civil court to enforce the provisions of this chapter.

(Ord. No. 2020-24, § 1, 5-12-21)

Secs. 92-71—92-79. Reserved.

ARTICLE II. - MULTIMODAL IMPACT FEES

Item 4A.

Footnotes:

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Editor's note— Ord. No. 16-21, § 1, adopted March 29, 2016, retitled art. II from "Transportation Impact Fee" to read as herein set out.

Sec. 150-36. - Definitions.

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

City manager means the chief administrative officer of the involved jurisdiction and/or his designee.

County administrator means the county administrator and/or his designee.

Credits means the impact fee deductions allowed a feepayer for eligible off-site transportation improvements funded by the feepayer.

Deficient facility means a road operating at peak hour level of service E or F, and/or a volume-to-capacity (v/c) ratio of 0.9 or higher with no mitigating improvements scheduled within three years.

Expansion of the capacity of a road applies to all road and intersection capacity enhancements and includes but is not limited to extensions, widening, intersection improvements, drainage improvements and upgrading signalization.

External trip means any trip which has either its origin or destination at the development site and which impacts the major road network system.

Fair share fee means the fee required to be paid in accordance with this article.

Feepayer means a person commencing a land development activity which generates traffic and which requires the issuance of a certificate of occupancy, land use permit or occupational license.

Independent fee calculation study means the traffic engineering and/or economic documentation prepared by a feepayer to allow the determination of the impact fee other than by the use of the table in subsection 150-40(c) of this article.

Land development activity generating traffic means any construction or expansion of building(s) or structure(s), or any changes in the use of any structure(s) that attracts or produces additional vehicular trips.

Level of service means a qualitative measure that represents the collective factors of speed, travel, time, traffic interruption, freedom to maneuver, safety, driving comfort and convenience, and operating costs provided by a highway facility under a particular volume condition. Levels of service vary from A to F as

described in the transportation elements of the local comprehensive plans, the Transportation Research Board's Highway Capacity Manual, and similar documents.

Mobility improvement means and includes construction projects and transportation demand and system management initiatives including but not limited to:

- (1) Construction of new through lanes;
- (2) Construction of new turn lanes;
- (3) Construction of new bridges or grade separations;
- (4) Construction of new or upgrading of existing drainage facilities in conjunction with new roadway construction;
- (5) Purchase and installation of traffic signalization, including new and upgraded signalization;
- (6) Construction of curbs, medians and shoulders;
- (7) Relocating utilities to accommodate new roadway construction;
- (8) Construction of intersection improvements;
- (9) Construction of sidewalks;
- (10) Installation of on-street bicycle lanes and construction of bicycle/pedestrian trails;
- (11) Construction of transit facilities such as shelters and pullout bays;
- (12) Construction of park and ride lots;
- (13) Intelligent transportation system (ITS) projects; and
- (14) Commuter assistance programs.

Mobility management system means the process utilized by Pinellas County to implement the Pinellas County Mobility Plan. This includes the process of managing the transportation impacts of development projects and the assessment, collection and expenditure of multimodal impact fees.

Multimodal impact fee district means areas from which impact fee monies are collected and expended. These districts are defined in exhibit A.

New peak hour trip refers to a vehicle trip added to the major road network from and to a developed parcel of land during the weekday peak hour. This excludes "passerby" or "diverted" trips, whereby the site is accessed as a secondary trip.

Off-site improvements means transportation-related and/or supportive improvements, other than those referenced in the definition of site-related improvements, located outside of the boundaries of the parcel proposed for development, which are required to serve the development's external trips.

Pinellas County Mobility Plan means a countywide approach to managing the transportation impacts of development projects and increasing mobility for pedestrians, bicyclists, transit users and motor vehicles utilizing the multimodal impact fee ordinance and local site plan review processes.

Pre-existing use refers to the land use that occupied a parcel of land prior to the submittal of a permit/site plan application. In accordance with section 150-40, development projects are entitled to a credit equivalent to the impact fee assessment of any land use activity that existed on the property as of 1986, the original adoption year of the ordinance from which this article is derived. The applicant must provide the necessary documentation to verify a pre-existing use activity not reflected in the current records of the Pinellas County Property Appraiser's Office.

Road means any public way for purposes of travel, including the entire area within the right-of-way.

Site-related improvements means capital improvements necessary for direct access/egress to the development in question. Direct access/egress site-related improvements include but are not limited to the following:

- (1) Site driveways and roads;
- (2) Right and left turn lanes leading to those driveways;
- (3) Traffic control measure for those driveways;
- (4) Acceleration/deceleration lanes;
- (5) Median openings/closing;
- (6) Frontage roads;
- (7) Roads necessary to provide direct access to the development; and
- (8) Pedestrian and other non-motorized transportation improvements such as sidewalks, pathways and bicycle lanes to provide direct access to the development.

Transportation management plan, as developed by an applicant representing a proposed development, is submitted in conjunction with individual site plans seeking to utilize transportation management strategies to address their development impacts, improve the efficiency and safety of the mobility system, and increase the mobility for all users.

Transportation management plan strategies are intended to increase mobility while addressing the transportation impacts of development projects. They include, but are not limited to, density/intensity reductions, project phasing, access controls, capital improvements and/or initiatives encouraging mass transit, bicycle or pedestrian travel, ride-sharing or roadway improvements. They do not include standard requirements necessary for site plan approval or operational improvements.

Volume-to-capacity (v/c) ratio means the rate of traffic flow of an intersection approach or group of lanes during a specific time interval divided by the capacity of the approach or group of lanes.

(Ord. No. 86-43, §§ 3(b)(8), (9), 4, 6-10-86; Ord. No. 98-78, § 1, 9-15-98; Ord. No. 02-98, § 1, 12-3-02; Ord. No. 05-26, § 1, 4-19-05; Ord. No. 16-21, § 2, 3-29-16)

Cross reference— Definitions generally, § 134-2.

Sec. 150-37. - Rules of construction.

- (a) The provisions of this article shall be liberally construed so as to effectively carry out its purpose in the interest of the public health, safety and welfare.
- (b) For the purpose of administration and enforcement of this article, unless otherwise stated in this article, the following rules of construction shall apply to the text of this article;
 - (1) Any road right-of-way used to define multimodal impact fee district boundaries, as identified in exhibit A (following section 150-50), shall be considered to be within each district it bounds for purposes of using these funds.
 - (2) The land use types listed in section 150-40 shall have the same meaning as under the land use element(s) of the local comprehensive plans.

(Ord. No. 86-43, § 3(a), (b)(10), (11), 6-10-86; Ord. No. 02-98, § 2, 12-3-02; Ord. No. 16-21, § 3, 3-29-16)

Sec. 150-38. - Intent, purpose, and legislative findings.

- (a) This article is intended to implement and be consistent with the county comprehensive plan and the plans of the municipalities in the county adopted pursuant to F.S. ch. 163.
- (b) The purpose of this article is to assure that new development bears a proportionate share of the cost of capital expenditures necessary to meet mobility needs as established by the county comprehensive plan, the Metropolitan Planning Organization's long range transportation plan, and the comprehensive plans of the municipalities in the county.
- (c) The legislative findings are as follows:
 - (1) Florida House Bill 7207, the Community Planning Act, was legislated in 2011. The act eliminated state mandated concurrency management requirements related to transportation facilities for local governments;
 - (2) In 2013, the Pinellas County Metropolitan Organization approved the Pinellas County Mobility Plan. The intent of the mobility plan is to replace local transportation concurrency management programs with a system that provides local governments with the means to manage the traffic impacts of development projects;
 - (3) The transportation element of the comprehensive plan identifies a number of highway system facilities operating under deficient level of service conditions. These require the application of mobility plan provisions in order to manage transportation impacts and to increase mobility through the use of multimodal impact fees to fund mobility improvements;
 - (4) Local comprehensive plans provide data, analysis, and policies supporting the management of development impacts on major roads operating with deficient level of service conditions through the application of the Pinellas County Mobility Plan and supporting land use policies;
 - (5)

Transportation management plan strategies are important tools for local governments to manage development impacts while maximizing mobility and accessibility consistent with the comprehensive plan and Fix America's Surface Transportation (FAST) Act; and

- (6) The Community Planning Act encourages the coordination of planning and growth management activities among local governments, the Metropolitan Planning Organization and regional and state government agencies.

(Ord. No. 86-43, § 2, 6-10-86; Ord. No. 02-98, § 3, 12-3-02; Ord. No. 16-21, § 4, 3-29-16)

Editor's note— Ord. No. 16-21, § 4, adopted March 29, 2016, amended the catchline of § 150-38 to read as herein set out. Said catchline formerly read "Intent and purpose."

Sec. 150-39. - Fee required.

- (a) Any person who seeks a certificate of occupancy for land development activity or seeks to change a use by applying for issuance of an occupational license, land use permit, or municipal equivalent thereof which will generate additional traffic shall be required to pay a multimodal impact fee in the manner and amount set forth in this article.
- (b) No certificate of occupancy, use permit or occupational license for any activity requiring payment of an impact fee pursuant to section 150-40 shall be issued unless and until the multimodal impact fee hereby required has been paid.
- (c) Any person who has submitted a site plan or building permit application in accordance with local land development codes prior to the effective date of Ord. No. 16-21 will be subject to the terms of the ordinance that was in effect at the time the site plan or building permit application was submitted.

(Ord. No. 86-43, § 5, 6-10-86; Ord. No. 88-50, § 7, 11-8-88, Ord. No. 01-57, § 1, 8-7-01; Ord. No. 02-98, § 4, 12-3-02; Ord. No. 05-26, § 2, 4-19-05; Ord. No. 16-21, § 5, 3-29-16)

Sec. 150-40. - Computation of amount.

- (a) The amount of the multimodal impact fees imposed under this article will depend on a number of factors, including the type of land development activity, and several fixed elements, such as the average cost to construct one lane-mile of roadway (\$2,216,466.00) and the average capacity of one lane-mile of roadway (6,900 vehicles per day).
- (b) The following formula shall be used by the county administrator, city manager or functional equivalent to determine the impact fee per unit of development:

$$\frac{TGR \times \%NT \times TL \times CST (RF)}{CAP \times 2}$$

$$CAP \times 2$$

WHERE:

TGR	=	Trip generation rate, as per fee schedule
%NT	=	Percent new trips
TL	=	Average trip length, varies by land use
CST	=	The cost to construct one-lane mile of roadway (\$2,216,466.00)
CAP	=	The capacity of one-lane mile of roadway (6,900 vehicles per lane, per day)
2	=	Allocation of one-half the impact to the origin and one-half to the destination
RF	=	Reduction factor (.268)

- (c) At the option of the feepayer, the amount of the multimodal impact fee may be determined by the following fee schedules (Schedule A contains the impact fee rates for uses outside of designated downtown areas; Schedule B contains rates for downtown areas):

Schedule A. General Fee Schedule

Land Use Type	Unit	Trip Rate	Avg. Trip Length	Percent New Trips	Fee Per Unit
<i>Residential:</i>					
Single-family:					
0—1,500 sq. ft.	du	6.3	5.0	1.00	\$1,356.00
1,501—2,499 sq. ft.	du	7.8	5.0	1.00	\$1,679.00
2,500 sq. ft. and over	du	9.6	5.0	1.00	\$2,066.00

0-1,500 sq. ft. LIHH	du	4.1	5.0	1.00	\$882.00	Item 4A.
Multi-family	du	6.6	5.0	1.00	\$1,420.00	
Multi-family LIHH	du	3.5	5.0	1.00	\$753.00	
Condominium/Townhome	du	5.8	5.0	1.00	\$1,248.00	
Efficiency apt./hotel	room	5.0	3.3	0.59	\$419.00	
Mobile home	du	5.0	5.0	1.00	\$1,076.00	
Licensed ACLF	bed	2.7	2.8	.74	\$241.00	
<i>General Office:</i>						
0—49,999 sq. ft.	1,000 sf	16.3	5.1	0.92	\$3,292.00	
50,000—149,999 sq. ft.	1,000 sf	13.7	5.1	0.92	\$2,767.00	
150,000—299,999 sq. ft.	1,000 sf	11.5	5.1	0.92	\$2,323.00	
300,000—599,999 sq. ft.	1,000 sf	10.4	5.1	0.92	\$2,100.00	
600,000—799,999 sq. ft.	1,000 sf	8.4	5.1	0.92	\$1,697.00	
Over 800,000 sq. ft.	1,000 sf	8.2	5.1	0.92	\$1,656.00	
<i>Research Center:</i>						
Research center	1,000 sf	6.1	5.1	0.92	\$1,232.00	
<i>Industrial:</i>						
General industrial	1,000 sf	7.0	5.1	0.92	\$1,414.00	
Industrial park	1,000 sf	7.0	5.1	0.92	\$1,414.00	

Manufacturing	1,000 sf	3.8	5.1	0.92	\$767.00
Warehousing	1,000 sf	3.6	5.1	0.92	\$727.00
Mini-warehousing	1,000 sf	2.5	3.1	0.92	\$307.00
<i>Medical:</i>					
Hospital	bed	11.8	6.4	0.77	\$2,503.00
Nursing home	bed	2.4	2.8	0.75	\$217.00
Clinic/medical office	1,000 sf	35.2	4.9	0.85	\$6,311.00
Veterinary clinic	1,000 sf	32.8	1.9	0.70	\$1,878.00
<i>Lodging:</i>					
Hotel	room	8.2	6.4	0.71	\$1,604.00
Motel (budget style)	room	5.6	6.4	0.59	\$910.00
Resort hotel	room	18.4	5.4	0.75	\$3,208.00
<i>Recreation:</i>					
General recreation	pkg sp	3.4	6.4	0.90	\$843.00
Marina	boat berth	3.0	7.0	0.90	\$814.00
Dry dock marina	boat slip	2.1	3.6	0.90	\$293.00
Racquet club	1,000 sf	14	3.0	0.75	\$1,356.00
Golf course	acre	5.0	7.1	0.90	\$1,375.00

Fitness center	1,000 sf	27.0	4.0	0.84	\$3,905.00
<i>Retail:</i>					
Quality restaurant	1,000 sf	90.0	2.5	0.82	\$7,942.00
Sit-down restaurant	1,000 sf	127.0	1.9	0.79	\$8,205.00
Drive-in restaurant	1,000 sf	496.0	1.7	0.54	\$19,599.00
Quality drive-in restaurant	1,000 sf	279.7	1.7	0.75	\$15,350.00
Discount store (ind.)	1,000 sf	56.0	1.8	0.61	\$2,647.00
Building materials store	1,000 sf	45.2	1.7	0.61	\$2,018.00
Home improvement superstore	1,000 sf	29.8	2.2	0.83	\$2,342.00
New and used car sales	1,000 sf	33.3	2.4	0.79	\$2,718.00
Service station w/ conven. market <800 sf	pump	162.8	1.9	0.23	\$3,062.00
Car wash	1,000 sf	151.2	1.6	0.67	\$6,977.00
Supermarket	1,000 sf	102.0	1.7	0.53	\$3,956.00
Convenience market (under 3,000 sf)	store	1762.9	1.5	0.25	\$28,456.00
Convenience market (3,000 sf or over)	1,000 sf	887.1	1.5	0.25	\$14,319.00
Movie theater w/ matinee	screen	132.0	2.3	0.85	\$11,108.00
Auto repair/detailing	1,000 sf	28.4	2.2	0.83	\$2,232.00

Furniture store	1,000 sf	5.1	2.4	0.79	\$351.00	Item 4A.
Retail nursery (garden ctr.)	1,000 sf	36.0	1.8	0.61	\$1,701.00	
Discount club store	1,000 sf	41.8	4.0	0.89	\$6,405.00	
Discount superstore	1,000 sf	65.3	2.2	0.83	\$5,133.00	
Video rental store (freestanding)	1,000 sf	13.6	2.3	0.85	\$1,144.00	
<i>General Commercial:</i>						
Under 100,000 sq. ft.	1,000 sf	94.7	1.7	0.49	\$3,396.00	
100,000—199,999 sq. ft.	1,000 sf	74.3	1.8	0.63	\$3,627.00	
200,000—299,999 sq. ft.	1,000 sf	58.9	2.0	0.75	\$3,803.00	
300,000—399,999 sq. ft.	1,000 sf	48.3	2.3	0.79	\$3,778.00	
400,000—499,999 sq. ft.	1,000 sf	43.0	2.5	0.80	\$3,702.00	
500,000—999,999 sq. ft.	1,000 sf	37.7	3.0	0.81	\$3,943.00	
Over 1,000,000 sq. ft.	1,000 sf	33.4	3.6	0.81	\$4,192.00	
<i>Services:</i>						
Bank	1,000 sf	144.0	1.6	0.30	\$2,975.00	
<i>Institutional:</i>						
Church	1,000 sf	9.1	3.9	0.90	\$1,375.00	
Library (private)	1,000 sf	56.0	3.9	0.90	\$8,461.00	
Day care center	1,000 sf	79.0	2.0	0.74	\$5,033.00	

Elementary school	student	1.3	4.3	0.80	\$192.00	Item 4A.
High school	student	1.7	4.3	0.90	\$283.00	
Junior/community college	student	1.2	7.3	0.90	\$339.00	
University	student	2.4	7.3	0.90	\$679.00	
Airport	flights	2.0	6.0	0.90	\$465.00	
Park	acres	36.5	6.4	0.90	\$9,050.00	

Notes: LIHH = Low income household. Fees for LIHH are assessed as a component of affordable housing development incentive programs as certified by the local government. Single-family square footage is the heated living area square footage. General commercial unit is gross leasable area.

Schedule B. Downtown Area Fee Schedule

Land Use Type	Unit	Trip Rate	Avg. Trip Length	Percent New Trips	Fee Per Unit
<i>Residential:</i>					
Single-family:					
0-1,500 sq. ft.	du	6.3	5.0	0.74	\$1,003.00
1,501 - 2,499 sq. ft.	du	7.8	5.0	0.74	\$1,242.00
2,500 sq. ft. and over	du	9.6	5.0	0.74	\$1,529.00
0-1,500 sq. ft. (LIHH)	du	4.1	5.0	0.74	\$653.00
Multi-family	du	6.6	5.0	0.74	\$972.00
Multi-family (LIHH)	du	3.5	5.0	0.74	\$557.00

Condominium/townhome	du	5.8	5.0	0.74	\$924.00	Item 4A.
Efficiency apt./hotel	room	5.0	3.3	0.59		
Mobile home	du	5.0	5.0	0.74	\$796.00	
Licensed ACLF	bed	2.7	2.8	0.74	\$241.00	
<i>General Office:</i>						
0—49,999 sq. ft.	1,000 sf	16.3	5.1	0.74	\$2,648.00	
50,000—149,999 sq. ft.	1,000 sf	13.7	5.1	0.74	\$2,226.00	
150,000—299,999 sq. ft.	1,000 sf	11.5	5.1	0.74	\$1,868.00	
300,000—599,999 sq. ft.	1,000 sf	10.4	5.1	0.74	\$1,689.00	
600,000—799,999 sq. ft.	1,000 sf	8.4	5.1	0.74	\$1,365.00	
Over 800,000 sq. ft.	1,000 sf	8.2	5.1	0.74	\$1,332.00	
<i>Research Center:</i>						
Research center	1,000 sf	6.1	5.1	0.74	\$991.00	
<i>Industrial:</i>						
General industrial	1,000 sf	7.0	5.1	0.74	\$1,137.00	
Industrial park	1,000 sf	7.0	5.1	0.74	\$1,137.00	
Manufacturing	1,000 sf	3.8	5.1	0.74	\$617.00	
Warehousing	1,000 sf	3.6	5.1	0.74	\$585.00	
Mini-warehousing	1,000 sf	2.5	3.1	0.74	\$247.00	

Medical:

Hospital	bed	11.8	6.4	0.62	\$2,015.00
Nursing home	bed	2.4	2.8	0.60	\$174.00
Clinic/medical office	1,000 sf	35.2	4.9	0.70	\$5,197.00
Veterinary clinic	1,000 sf	32.8	1.9	0.70	\$1,878.00

Lodging:

Hotel	room	8.2	6.4	0.61	\$1,378.00
Motel (budget style)	room	5.6	4.0	0.61	\$588.00
Resort hotel	room	18.4	5.4	0.61	\$2,609.00

Recreation:

General recreation	pkg sp	3.4	6.4	0.32	\$300.00
Marina	boat berth	3.0	7.0	0.32	\$289.00
Dry dock marina	boat slip	2.1	3.6	0.32	\$104.00
Racquet club	1,000 sf	14	3.0	0.32	\$579.00
Fitness center	1,000 sf	27.0	4.0	0.36	\$1,674.00

Retail:

Quality restaurant	1,000 sf	90.0	2.5	0.21	\$2,034.00
Sit-down restaurant	1,000 sf	127.0	1.9	0.21	\$2,181.00

Drive-in restaurant	1,000 sf	496.0	1.7	0.21	\$7,622.00
Quality drive-in restaurant	1,000 sf	279.7	1.7	0.21	\$4,298.00
Discount store (ind.)	1,000 sf	56.0	1.8	0.34	\$1,475.00
Building materials store	1,000 sf	45.2	1.7	0.34	\$1,125.00
Home improvement superstore	1,000 sf	29.8	2.2	0.34	\$959.00
New and used car sales	1,000 sf	33.3	2.4	0.52	\$1,789.00
Service station w/ conven. market <800 sf	pump	162.8	1.9	0.23	\$3,062.00
Car wash	1,000 sf	151.2	1.6	0.40	\$4,165.00
Supermarket	1,000 sf	102.0	1.7	0.53	\$3,956.00
Convenience market (under 3,000 sf)	store	1762.9	1.5	0.25	\$28,456.00
Convenience market (3,000 sf or over)	1,000 sf	887.1	1.5	0.25	\$14,319.00
Movie theater w/ matinee	screen	132.0	2.3	0.58	\$7,580.00
Auto repair/detailing	1,000 sf	28.4	2.2	0.56	\$1,506.00
Furniture store	1,000 sf	5.1	2.4	0.52	\$231.00
Retail nursery (garden ctr.)	1,000 sf	36.0	1.8	0.34	\$948.00
Discount club store	1,000 sf	41.8	4.0	0.30	\$2,159.00
Discount superstore	1,000 sf	65.3	2.2	0.30	\$1,855.00

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Video rental store (freestanding)	1,000 sf	13.6	2.3	0.32	\$431.00
<i>General Commercial:</i>					
Under 100,000 sq. ft.	1,000 sf	94.7	1.7	0.30	\$2,079.00
100,000—199,999 sq. ft.	1,000 sf	74.3	1.8	0.35	\$2,015.00
200,000—299,999 sq. ft.	1,000 sf	58.9	2.0	0.47	\$2,383.00
300,000—399,999 sq. ft.	1,000 sf	48.3	2.3	0.51	\$2,439.00
400,000—499,999 sq. ft.	1,000 sf	43.0	2.5	0.53	\$2,452.00
500,000—999,999 sq. ft.	1,000 sf	37.7	3.0	0.54	\$2,629.00
Over 1,000,000 sq. ft.	1,000 sf	33.4	3.6	0.54	\$2,795.00
<i>Services:</i>					
Bank	1,000 sf	144.0	1.6	0.30	\$2,975.00
<i>Institutional:</i>					
Church	1,000 sf	9.1	3.9	0.35	\$535.00
Library (private)	1,000 sf	56.0	3.9	0.63	\$5,923.00
Day care center	1,000 sf	79.0	2.0	0.47	\$3,196.00
Elementary school	student	1.3	4.3	0.53	\$128.00
High school	student	1.7	4.3	0.63	\$198.00
Junior/community college	student	1.2	7.3	0.63	\$238.00
University	student	2.4	7.3	0.63	\$475.00

Park	acre	36.5	6.4	0.63	\$6,335.00	Item 4A.
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Notes: LIHH = Low income household. Fees for LIHH are assessed as a component of affordable housing development incentive programs as certified by the local government. Single-family square footage is the heated living area square footage. General commercial unit is gross leasable area.

The Downtown Area fee schedule applies to existing downtown areas geographically depicted in the attached maps including Exhibit A: Multimodal Impact Fee Districts; Exhibit B: Tarpon Springs Downtown Area District 1A; Exhibit C: Oldsmar Downtown Area District 2A; Exhibit D: Palm Harbor Downtown Area District 3A; Exhibit E: Dunedin Downtown Area District 4A; Exhibit F: Safety Harbor Downtown Area District 5A; Exhibit G: Clearwater Downtown Area District 6A; Exhibit H: Largo Downtown Area District 7A; Exhibit I: Pinellas Park Downtown Area District 10A; and Exhibit J: St. Petersburg Downtown Area District 11A. The 1990 MPO Pinellas County Transportation Impact Fee Study contains technical data indicating there are significantly fewer new vehicle trips generated for each unit of development in these areas as compared to similar land uses outside them. These areas are delineated in locally adopted redevelopment or comprehensive plans with supporting policies designed to encourage infill and redevelopment activity. New areas with similar trip generation characteristics, as described in the 1990 MPO Pinellas County Transportation Impact Fee Study, may be added to the attached exhibits through the amendment of the ordinance pursuant to the submittal of a detailed map and documentation that such areas meet the criteria in the 1990 Pinellas County MPO Transportation Impact Fee Study.

In the case of a change of use, redevelopment, or modification of an existing use, the impact fee shall be based upon the net increase in the impact fee for the new use as compared to the impact fee for the highest previous use in existence on or after the effective date of the ordinance from which this section derives. The county administrator or city manager shall be guided in this determination by the county's transportation impact fee study (February 1990), independent study trip generation data or the Institute of Transportation Engineers' Trip Generation, sixth (or successor) edition.

- (d) If a feepayer shall opt not to have the impact fee determined according to subsections (b) and (c) of this section, then the feepayer shall prepare and submit to the county administrator, city manager or functional equivalent for approval of an independent fee calculation study for the land development activity for which a certificate of occupancy, land use permit or occupational license is sought. The traffic engineering and/or economic documentation submitted, which will require a pre-application meeting with the county administrator, city manager or functional equivalent, shall show the basis upon which the independent fee calculation was made, including but not limited to the following:

- (1) Trip generation studies:

- a.

Documentation of trip generation rates appropriate for the proposed land development activity.

- b. Documentation of trip length appropriate for the proposed land development activity.
- c. Documentation of trip data appropriate for the proposed land development activity.

(2) Economic documentation studies:

- a. Documentation of the cost per lane per mile for roadway construction for the proposed land development activity.
- b. Documentation of credits attributable to the proposed land development activity which the feepayer will make available to replace the portion of the service volume used by the traffic generated by the proposed land development activity.

(e) Trip generation data. Trip generation documentation other than traffic engineering or economic documentation described in Subsection 150-40(d)(1) and (2) may be submitted by the applicant in consideration of an independent fee calculation.

(Ord. No. 86-43, § 6, 6-10-86; Ord. No. 88-50, §§ 1—3, 5, 11-8-88; Ord. No. 90-88, § I, 12-4-90; Ord. No. 98-78, § 2, 9-15-98; Ord. No. 02-98, § 5, 12-3-02; Ord. No. 03-80, § 1, 10-21-03; Ord. No. 04-88, § 1, 12-21-04; Ord. No. 05-26, § 3, 4-19-05; Ord. No. 07-29, § 1, 7-10-07; Ord. No. 09-23, § I, 4-21-09; Ord. No. 11-04, § I, 2-22-11; Ord. No. 16-21, § 6, 3-29-16; Ord. No. 19-15, § 1, 7-23-19)

Sec. 150-41. - Payment of fee and credits.

- (a) The person applying for the issuance of a certificate of occupancy, land use permit or occupational license shall pay the multimodal impact fee to the county administrator, the city manager, their functional equivalent or their respective designees at the issuance of such permit. Fees for mobile homes shall be payable at the issuance of the permits which allow the mobile home to move on to a lot. The county administrator, city manager, their functional equivalent or their respective designees will have full collection authority as well as full discretion for approval of alternative methods for calculation of impact fees on a case-by-case basis. Fees shall be collected as part of the normal permitting process of each local jurisdiction.
- (b) All funds collected under this article shall be properly identified by the multimodal impact fee district, as identified in exhibit A, and promptly transferred for deposit into the appropriate multimodal impact fee trust account to be held in separate accounts as determined in section 150-42 and used solely for the purposes specified in this article.
- (c) In lieu of all or part of the multimodal impact fee imposed under this article, the county administrator, city manager or functional equivalent may accept the offer by a feepayer to implement all or part of a mobility improvement project consistent with the local government comprehensive plan or plans, or the metropolitan planning organization's long range transportation plan. The project(s) may be for any mode of transportation, including rail, transit, pedestrian or bicycle travel, providing that it serves to add to the capacity of the surrounding

transportation circulation system or to increase mobility and reduce the dependence on automobile. This offer shall not include site-related improvements. These improvements must be in accordance with city, county and state requirements, whichever are applicable. The feepayer shall submit an offer to make improvements in lieu of a fee payment. The offer shall include a letter detailing the improvements to be made, improvement plans and a construction cost estimate in sufficient detail to allow the county administrator, city manager or functional equivalent to determine consistency with local requirements. If the county administrator, city manager, functional equivalent or their respective designees accept such an offer, the cost of the improvement project, except for the improvements identified in subsections 150-41(h), (i) and (j), shall be credited against the multimodal impact fee assessed on the proposed development. Upon satisfactory completion and construction approval of the transportation improvement made in lieu of all or a portion of the impact fee due, the improvement shall be accepted by the appropriate jurisdiction for future maintenance. If the certificate of occupancy is requested prior to the completion of the approved project, then a performance bond shall be provided to the county administrator, city manager or functional equivalent to cover the balance of all work required following issuance of the certificate of occupancy.

- (d) Construction of on-site trail, pedestrian or bicycle facility if part of trail, bicycle or pedestrian network identified in MPO Long Range Transportation Plan or local comprehensive plan is eligible for credit against impact fee assessment. No credit shall be given for other site-related improvements or land dedicated for related right-of-way.
- (e) All transportation improvements required under a county- or city-approved development order issued for a new development of regional impact approved prior to the effective date of this ordinance, except for those improvements deemed as site-related or on-site, shall be credited against multimodal impact fees up to the total amount of the impact fee.
- (f) Mixed-use developments consisting of complementary land uses that are designed with connectivity to allow for a reduction in trip lengths and/or percent new trips are eligible for an impact fee rate adjustment based on trip generation data for similar uses.
- (g) Commuter assistance programs with long-term contract facilitating ride sharing activity are eligible for an impact fee rate reduction based on the reduction in the number of single-occupant vehicle trips that would otherwise be associated with the project.
- (h) Bus stop shelters, including pads, are eligible for a credit against the impact fee assessment in an amount equal to the cost of the improvement or one percent of the fee, whichever is greater.
- (i) Construction of shared driveway(s) between adjacent properties is eligible for a credit against the impact fee assessment in an amount that is 50 percent of the construction cost for the portion of the driveway that is located off-site.
- (j)

Construction of shared inter-connecting parking lots is eligible for a credit against the impact fee assessment in an amount that is 50 percent of the construction cost for the portion of the parking area located off-site.

- (k) Sidewalks constructed for credit against impact fee assessment must provide connection between the site and surrounding sidewalk network and/or major destination point such as a park, shopping center, school, community center, etc.
- (l) Pedestrian and bicycle facilities connecting neighboring properties may be eligible for credit against impact fees for the portion of the construction that is off-site.
- (m) Construction of service roads for vehicular traffic connecting adjacent developments are eligible for credit against impact fee assessment.
- (n) Off-site crosswalk enhancements, including curb bulb-out at intersection, pavement marking, raised crossing are eligible for credit against impact fee assessment.
- (o) Subsections 150-41(c) through (f) do not apply to development projects that are subject to the requirements of subsections 150-48(c), (d) and (f).

(Ord. No. 86-43, § 7, 6-10-86; Ord. No. 01-57, § 2, 8-7-01; Ord. No. 02-98, § 6, 12-3-02; Ord. No. 05-26, § 4, 4-19-05; Ord. No. 16-21, § 7, 3-29-16; Ord. No. 19-15, § 2, 7-23-19)

Sec. 150-42. - Trust accounts established.

- (a) Each municipality which collects and administers multimodal impact fee funds shall establish a trust account which shall be used exclusively for funds collected under the terms of this article. Monies collected by or forwarded to the county shall be maintained in 13 separate impact fee trust accounts consistent with the districts shown in exhibit A.
- (b) Funds deposited to the trust accounts established under this section must be used in accordance with the provisions of section 150-43.

(Ord. No. 86-43, § 8, 6-10-86; Ord. No. 02-98, § 7, 12-3-02; Ord. No. 16-21, § 8, 3-29-16)

Sec. 150-43. - Disposition of funds.

- (a) Funds collected from multimodal impact fees shall be used for the purpose of preparing and implementing plans and projects that improve the capacity of the surrounding mobility system, including bicycle, pedestrian, transit and automobile uses. Such improvements may be in the form of plans and projects that involve improvements to transportation modes such as transit, pedestrian and bicycle travel as well as roadway expansion or modifications. Such improvements shall be of the type as are made necessary by the new development to support the area mobility network. Plans which are funded from multimodal impact fees shall be prepared by or for a local government and for the purpose of defining appropriate and relevant mobility projects for implementation. A plan must identify at least one project to be included in the local government

capital improvement program within three years of completion of the plan, or the funds used for the must be returned to the appropriate trust account. Specific projects to receive funds from impact fees collected shall be determined by the elected officials of the jurisdiction from where the funds were collected in accordance with subsection 150-43(e). Priorities for impact fee funded mobility improvements shall be established by the administering jurisdictions' elected officials in compliance with the adopted plans and transportation improvement program of the metropolitan planning organization or local jurisdictions.

- (b) No funds collected under this article shall be used for periodic maintenance, as defined in F.S. ch. 334, as amended.
- (c) Except as provided in subsection (e) of this section, funds shall be used exclusively for mobility improvements or expansions within the multimodal impact fee district from which funds were collected. Funds may also be used for projects located outside the district where they were collected provided the county has notified and received concurrence from all jurisdictions located within the multimodal impact fee district where the funds were collected. Funds shall be deemed expended in the order in which they are collected.
- (d) Fees, both county and municipal share, collected within a community redevelopment or tax increment financing district shall be expended within such district. Parking garages for general public purposes shall be considered eligible transportation improvements within such districts. With the concurrence of the county administrator, appropriate city manager or functional equivalent, the funds collected within a community redevelopment or tax increment financing district may be spent within the primary district.
- (e) Multimodal impact fees collected at the local level shall be held by the collecting jurisdiction until the end of the fiscal year in which collected. At the beginning of each new fiscal year (October 1), one-half of all fees collected, and the accrued interest thereon, less the four percent retained from the total fee collected for administrative costs, shall be forwarded to the board of county commissioners for placement in the appropriate trust account. The remaining one-half shall be deposited in the municipality's multimodal impact fee trust account. All fees must be disbursed, encumbered or refunded by each jurisdiction receiving the fees in a manner consistent with this article.
- (f) Multimodal impact fees collected within each district may be made available for construction of improvements on the state road network in the district.
- (g) Multimodal impact fee funds shall be administered as an independent component of the capital improvement element of the comprehensive plan, as required by F.S. ch. 163. Each fiscal year, the county administrator, respective city managers or functional equivalents shall present to their governing boards the district improvement programs for transportation expenditures. These programs shall assign mobility improvements costs and related expenses to the trust account for specific transportation improvement projects. Monies, including any accrued interest not

assigned in any fiscal year, shall be retained in the same multimodal impact fee trust accounts until the next fiscal year, except as provided by the refund provisions of this article. The collecting jurisdiction (either a municipality or the county) shall retain four percent of the fees collected for administrative costs. Item 4A.

(Ord. No. 86-43, § 9, 6-10-86; Ord. No. 88-50, § 6, 11-8-88; Ord. No. 90-88, § II, 12-4-90; Ord. No. 02-98, § 8, 12-3-02; Ord. No. 05-26, § 5, 4-19-05; Ord. No. 16-21, § 9, 3-29-16)

Sec. 150-44. - Refund of fee paid.

Any funds not expended or encumbered by the end of the calendar quarter immediately following ten years from the date the multimodal impact fee was paid shall, upon application of the feepayer within 180 days of that date, be returned to the feepayer with interest at a yearly rate to be determined by the Consumer Price Index effective January 1, which is to be applied to the preceding year for each year the deposit is held.

(Ord. No. 86-43, § 10, 6-10-86; Ord. No. 98-78, § 3, 9-15-98; Ord. No. 16-21, § 10, 3-29-16)

Sec. 150-45. - Exemptions.

The following shall be exempted from payment of the multimodal impact fee:

- (1) Alteration or expansion of an existing building where no additional units or floor area are created, use is not changed, and where no additional vehicular trips will be produced over and above that produced by the existing use.
- (2) The construction of accessory buildings or structures which will not produce additional vehicular trips over and above that produced by the principal building or use of the land.
- (3) The replacement of a building or structure with a new building or structure of the same use provided that no additional trips will be produced over and above those produced by the original building or structure.
- (4) The construction of publicly-owned facilities used primarily for traditional government uses.

(Ord. No. 86-43, § 11, 6-10-86; Ord. No. 98-78, § 4, 9-15-98; Ord. No. 99-5, § 1, 1-19-99; Ord. No. 99-41, § 1, 4-20-99; Ord. No. 99-93, § 1, 10-26-99; Ord. No. 02-98, § 9, 12-3-02; Ord. No. 03-80, § 2, 10-21-03; Ord. No. 04-28, § 1, 4-13-04; Ord. No. 04-74, § 1, 10-26-04; Ord. No. 05-26, § 6, 4-19-05; Ord. No. 16-21, § 11, 3-29-16)

Sec. 150-46. - Review committee.

It is the intention of the board of county commissioners to ensure consistency in administration of the multimodal impact fee ordinance. Therefore, a review committee composed of locally designated administrative officials is created to review matters which may be subject to differing interpretations arising from the administration of the article, and which are not clearly addressed by the provisions of this article

The Metropolitan Planning Organization Technical Coordinating Committee (TCC) shall serve as the re committee. The TCC shall make advisory recommendations to the administering jurisdiction on issues brought before the committee. The county metropolitan planning organization shall maintain the records of the committee and a listing of its membership. The metropolitan planning organization shall also provide staff services to the committee.

(Ord. No. 86-43, § 12, 6-10-86; Ord. No. 90-88, § III, 12-4-90; Ord. No. 02-98, § 10, 12-3-02; Ord. No. 16-21, § 12, 3-29-16)

Cross reference— Boards, commissions, councils and authorities, § 2-226 et seq.

Sec. 150-47. - Review of fee structure.

The multimodal impact fee schedule shall be reviewed every two years by the board of county commissioners and the metropolitan planning organization. The review shall consider trip generation rates and the actual construction costs for work contracted by the county and the state department of transportation within the county. The purpose of this review is to analyze the effects of inflation on the actual costs of mobility improvement projects and to ensure the fee charged new land development activity generating traffic will not exceed its fair share.

(Ord. No. 86-43, § 13, 6-10-86; Ord. No. 90-88, § IV, 12-4-90; Ord. No. 02-98, § 11, 12-3-02; Ord. No. 16-21, § 13, 3-29-16)

Sec. 150-48. - Mobility management.

- (a) Transportation management plans are required for development applications subject to the provisions in subsections 150-48(c), (d) and (f) utilizing transportation management strategies/improvements included in an approved transportation management plan in terms of the scale of the project(s) and roadway capacity and/or mobility benefits provided shall be based primarily on the projected impact of the development project on the surrounding traffic circulation system. Specific conditions of the deficient road corridor impacted by the development shall also be considered.

Transportation management plan strategies/improvements required in accordance with subsections 150-48(c), (d) and (f) will be determined at the time of site plan review. Transportation management plans must be developed by the applicant and accepted by the applicable local government. If the project impacts a state road, the applicant must also submit the transportation management plan to the Florida Department of Transportation District 7 Office. Transportation management plan strategies/improvements include, but are not limited to, those listed below. Transportation management plans seeking to implement strategies that do not involve structural

improvements, such as ride-sharing and transit incentive programs, must include a monitoring program to ensure the strategies are carried out in accordance with the plan. Site-related improvements are not eligible for inclusion in transportation management plans.

- (1) *Intensity reduction.* The intensity of the proposal may be reduced through an across-the-board reduction of the permitted floor area ratio, as it would otherwise normally apply to the proposal. Other such corrective actions that would reduce the intensity of the proposal may also apply.
- (2) *Density reduction.* The density of the proposal may be decreased by a reduction in the number of units per acre below that which would otherwise normally apply to the proposal.
- (3) *Project phasing.* A project may be divided into logical phases of development by area, with later phases of the development proposal's approval withheld until the needed facilities are available.
- (4) *Outparcel deletion.* Those portions of the proposal characterized as outparcels that create separate and unique impacts may be deleted from the total proposal.
- (5) *Physical highway improvements.* A project may construct link capacity improvements, acceleration/deceleration lanes, intersection improvements or frontage roads.
- (6) *Operational improvements (signal).* This includes efforts involving signal removal or signal timing improvements.
- (7) *Access management strategies.* These include access management controls such as the preclusion of a direct connection to an LOS deficient facility, right-in/right-out driveways, alternative driveway locations, reduction of a driveway, single point access, shared access or the implementation of median controls.
- (8) *Mass transit initiatives.* A project may implement a plan to encourage transit (e.g., employer-issued bus passes). Other mass transit initiatives may include, but are not limited to, the construction of bus stop amenities, bus pull-off areas and dedication of park and ride parking spaces.
- (9) *Demand management/commuter assistance.* These include efforts to encourage ride-sharing (e.g., designated parking spaces for carpools, employer-sponsored carpool program, participation in transportation management organization/initiative programs), and implementation of flexible work hours and telecommuting programs.
- (10)

Bicycle/pedestrian improvements. These would involve structural improvements or construction of a bikeway or sidewalk connecting an existing bikeway/sidewalk network or providing access to a school, park, shopping center, etc. These improvements may also include pedestrian treatments in parking area, sidewalks connecting developments with adjacent land uses, trail improvements and bicycle rack and on-street bicycle lane installations, and the planting of trees to provide shade canopy along sidewalks.

- (11) *Intelligent transportation system improvements.* This includes improvements pertaining to computerized traffic signal systems that automatically adjust to maximize traffic flow and to permit emergency vehicles to pass through intersections quickly. It also includes freeway management systems, such as electronic message signs, and electronic fare payment on public buses that reduce passenger boarding time.
- (12) *Livable community site design features.* These include, but are not limited to, implementation of pedestrian friendly site design features such as orienting buildings toward the street and parking lots to the side or rear of buildings.
- (b) Deficient road corridors include parcels, all or a portion of which lie within a corridor as defined below.
 - (1) *Sole direct access.* A condition where the only means of site ingress/egress is directly onto the road facility, regardless of the distance of that site from the facility;
 - (2) *Direct access.* A condition in which one or more existing or potential site ingress/egress points makes a direct connection to the road facility and the site is within one-half mile of the road facility; and
 - (3) *Sole indirect access.* A condition where the only point of site ingress/egress is onto a public non-arterial roadway which makes its first and shortest arterial level connection onto a road facility regardless of the distance of that site from the facility.
- (c) Development projects that generate between 51 and 300 new peak hour trips are designated as tier 1.
 - (1) Developers of tier 1 projects located within deficient road corridors are required to submit a transportation management plan designed to address their impacts while increasing mobility and reducing the demand for single occupant vehicle travel.
 - (2) The cost of transportation management strategies implemented for tier 1 projects are creditable toward their multimodal impact fee assessment. If the cost of the improvement exceeds the assessment, the development project would not be subject to the payment of a multimodal impact fee per sections 150-39 and 150-40.
- (d) Development projects that generate more than 300 new peak hour trips are designated as tier 2.
 - (1) Developers of tier 2 projects within deficient road corridors are required to conduct a traffic study and submit an accompanying report. The report shall include the results of the traffic study and a transportation management plan identifying improvements necessary to address

the impacts of the project.

- (2) The cost of transportation management strategies implemented for tier 2 projects may be applied as credit toward the project's multimodal impact fee assessment or payment of the fee could be included as part of a transportation management plan.
- (e) Development projects that generate less than 51 new peak hour trips are required to pay a multimodal impact fee in accordance with chapter 150. Such development projects are not required to submit a transportation management plan or traffic study, unless otherwise warranted.
- (f) Development projects that generate more than 50 new peak hour trips on non-deficient roads shall be reviewed by Pinellas County or municipal staff to determine if the impacts to the project adversely affect the level of service of the surrounding road network. If it is determined that approval of the development project would diminish the level of service of the adjacent road(s) to peak hour level of service E or F or would cause the volume-to-capacity ratio to reach or exceed 0.9, a transportation management plan would be required. The applicant may submit a traffic study to verify whether their project would affect the level of service of the adjacent road(s). A transportation management plan would be required if the results of the study confirm the findings of the city or county staff. The transportation management plan for such developments shall comply with the requirements of tier 1 or tier 2 projects described in subsections 150-48(c) and (d) as appropriate and as determined by the presiding local government.
- (g) Determination of trip generation associated with an application for development shall be based on impact fee schedule A or B in section 150-40 or the latest edition of the Institute of Transportation Engineers Trip Generation Manual. As an alternative to the fee schedule and trip generation manual, the applicant may submit a trip generation study in accordance with section 150-40(d) and (e).
- (h) Deficient road corridors are identified in the following table and in exhibit K. The table and exhibit K do not include deficient roads with mitigating improvements scheduled within the next three years.

Deficient road corridors include the following:

Road Segment	From	To
102nd Avenue (CR 296)	Ridge Road	131st Street
22nd Avenue North	34th Street (SR 55)	22nd St
38th Avenue North (CR 184)	49th Street North (CR 611)	34th Street North

Alternate US 19 (SR 595)	Main Street (SR 580)	Pinellas/Pasco County Line
Bay Drive (SR 686)	Clwtr Largo Road (CR 321)	US 19 (SR 55)
Bay Pines Blvd (SR 595)	Park Street (CR 1)	East of 94th Street
Belcher Road (CR 501)	Gulf to Bay Blvd (SR 60)	Belleair Road (CR 464)
Belleair Road (CR 464)	MLK Jr. Avenue	US 19 (SR 55)
Belleair Beach Causeway (SR 686)	Indian Rocks Road	Gulf Boulevard
Bryan Dairy Road (CR 296)	Seminole Blvd (SR 595)	98th Street
Court Street (SR 60)	Missouri Avenue (SR 651)	Highland Avenue
Drew Street (CR 528)	US 19 (SR 55)	NE Coachman Road (SR 590)
East Lake Road (CR 611)	Woodlands Parkway	Keystone Road (CR 582)
Forest Lakes Blvd (CR 667)	SR 580	Tampa Road
Ft. Harrison Avenue	Belleair Road (CR 464)	Drew St (SR 590)
Gandy Blvd (SR 694)	US 19 (SR 55)	Interstate 275 (SR 93)
Gandy Blvd (SR 694)	4th Street (SR 687)	Brighton Bay Boulevard NE
Gulf-To-Bay Blvd/Courtney Campbell Cswy (SR 60)	Keene Road (CR 1)	Pinellas/ Hillsborough CL
Gulf Blvd	Belleair Cswy	Walsingham Rd.
Interstate 275 (SR 93)	Gandy Blvd (SR 694)	Interstate 175
Indian Rocks Road (CR 233)	West Bay Drive (CR 416)	Walsingham Road (CR 330)

Keene Road (CR 1)	Druid Road	Belleair Road (CR 464)
Keene Road (CR 1)	Sunset Point Road (CR 576)	SR 580
McMullen-Booth Road (CR 611)	Curlew Road (SR 586)	Gulf-To-Bay Blvd (SR 60)
Memorial Causeway (SR 60)	Coronado Drive	Island Way
Park Blvd (CR/SR 694)	US 19 (SR 55)	49th Street North
Park Blvd (CR/SR 694)	66th Street North	Duhme Road/113th Street North (CR 321)
Roosevelt Blvd (SR 686)	49th Street North (CR 611)	Ulmerton Road (SR 688)
SR 580	Phillipe Parkway (CR 590)	Forest Lakes Blvd (CR 667)
Starkey Road (CR 1)	East Bay Drive (SR 686)	Largo Lakes Blvd
Tampa Road (SR 584)	Curlew Road (SR 586)	SR 580
Tarpon Avenue (SR 582)	Alternate US 19 (SR 595)	US 19 (SR 55)
Ulmerton Road (SR 688)	40th Street	E. Roosevelt Blvd (SR 686)
US 19 (SR 55)	SR 580	Beckett Way
US 19 (SR 55)	Mainlands Boulevard	54th Avenue North (CR 202)
Walsingham Road	Ulmerton Road (SR 688)	Seminole Blvd (SR 595)

- (i) Existing levels of service (LOS) used to identify deficient road corridors are based on the annual Metropolitan Planning Organizations Level of Service Report.

(Ord. No. 16-21, § 14, 3-29-16)

Sec. 150-49. - Territory embraced.

This article shall apply to the unincorporated area of the county and to the incorporated areas of the county to the extent permitted by article VIII, section 1(g) of the State Constitution and the County Charter.

(Ord. No. 86-43, § 16, 6-10-86; Ord. No. 90-88, § IV, 12-4-90; Ord. No. 16-21, § 15, 3-29-16)

Charter reference— Conflicts between county and municipal ordinances, §§ 2.01, 2.04.

Sec. 150-50. - Repeal of article.

After final adoption of this article by the board of county commissioners, this article shall be transmitted to all municipalities within the county. In the event any one municipality or group of municipalities representing ten percent or more of the total countywide population, based upon the latest population figures published by the county planning department, shall elect to exempt itself or themselves from this article, this article shall be deemed automatically repealed.

(Ord. No. 86-43, § 17, 6-10-86; Ord. No. 90-88, § IV, 12-4-90; Ord. No. 02-98, § 12, 12-3-02; Ord. No. 16-21, § 16, 3-29-16)

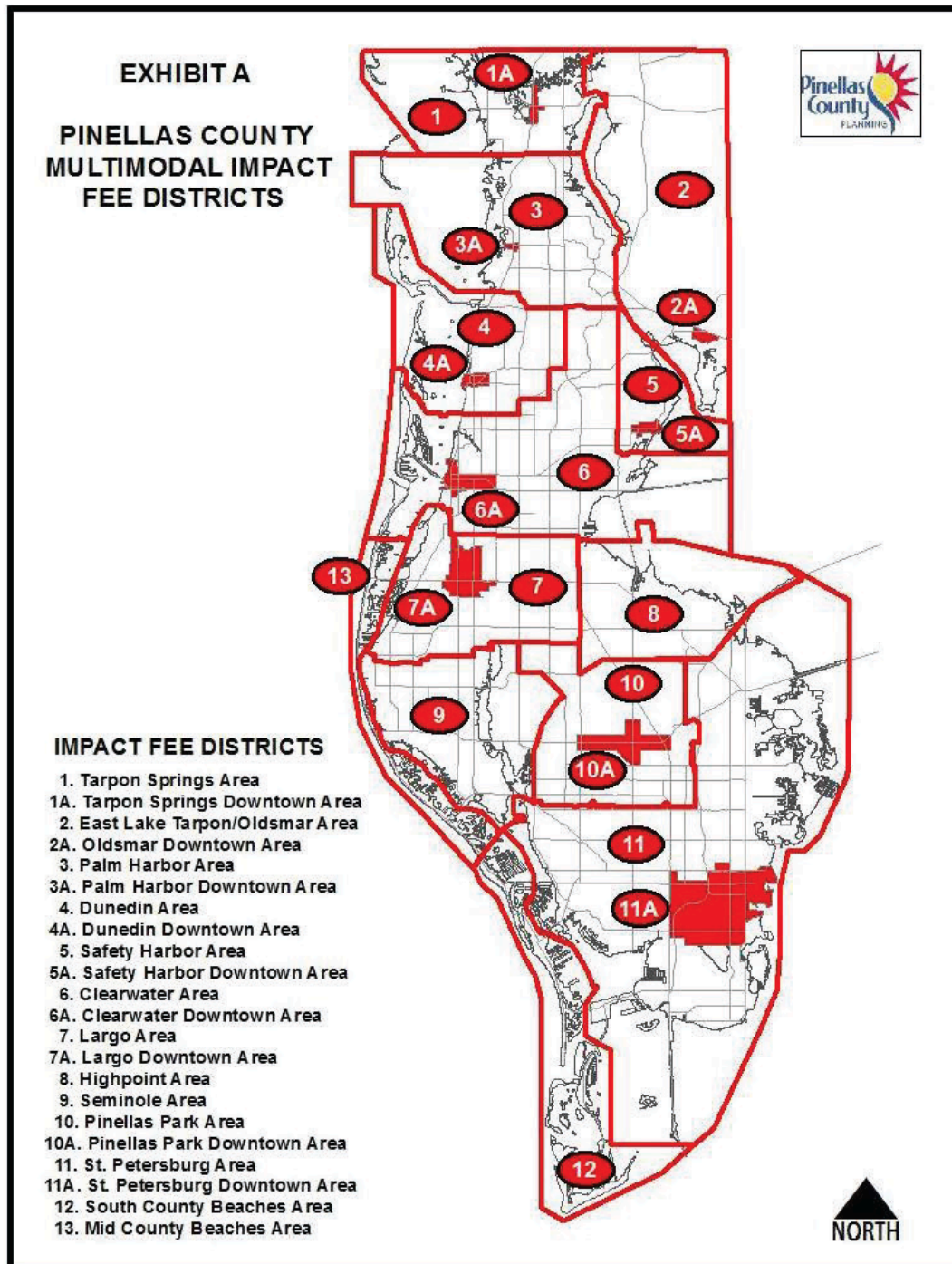


Exhibit A: Multimodal Impact Fee Districts

**TARPON SPRINGS DOWNTOWN AREA
DISTRICT 1A**

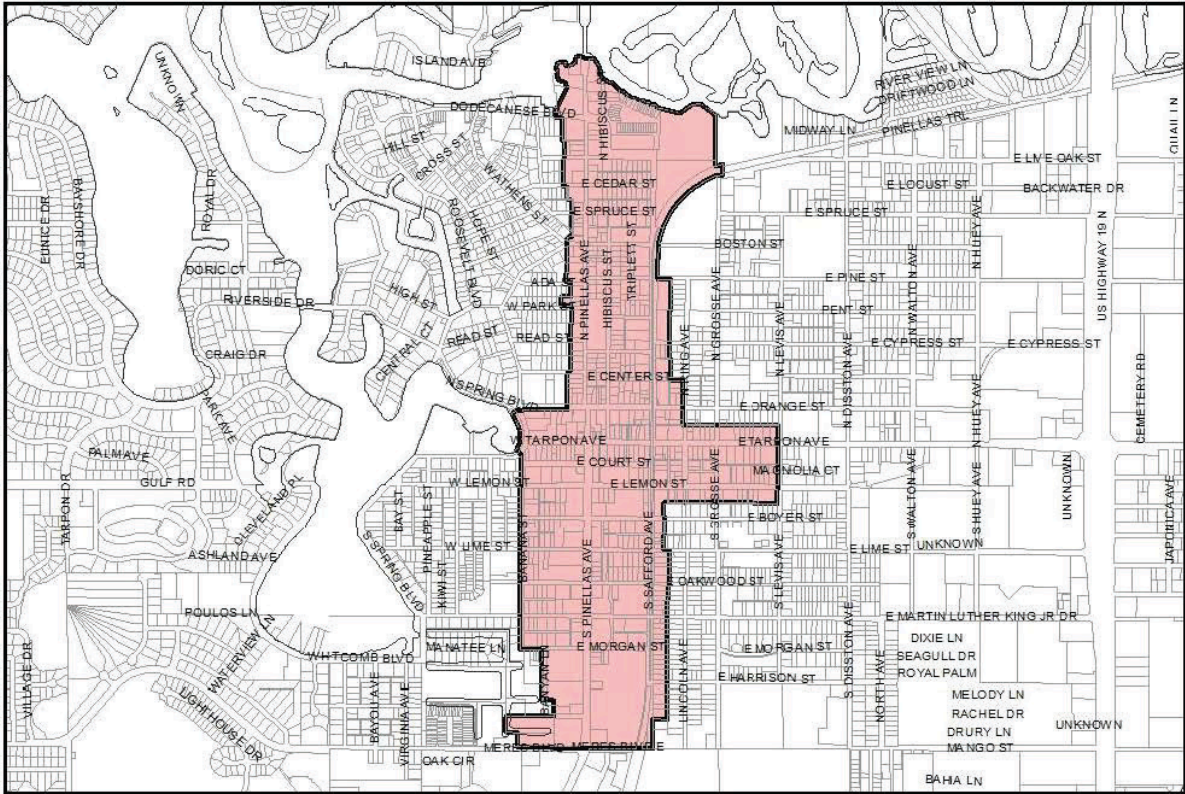


EXHIBIT B



**Exhibit B: Tarpon Springs Downtown Area
District 1A**

**OLDSMAR DOWNTOWN AREA
DISTRICT 2A**

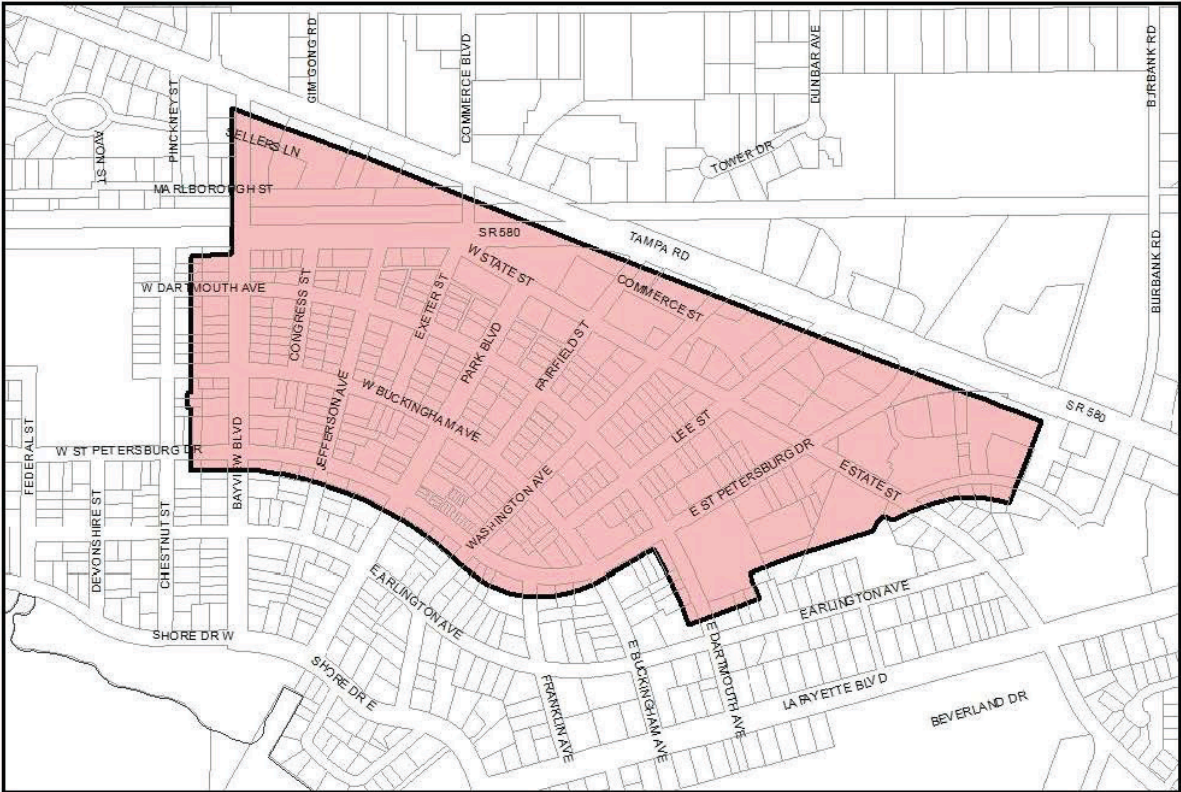


EXHIBIT C



**Exhibit C: Oldsmar Downtown Area
District 2A**

**PALM HARBOR DOWNTOWN AREA
DISTRICT 3A**

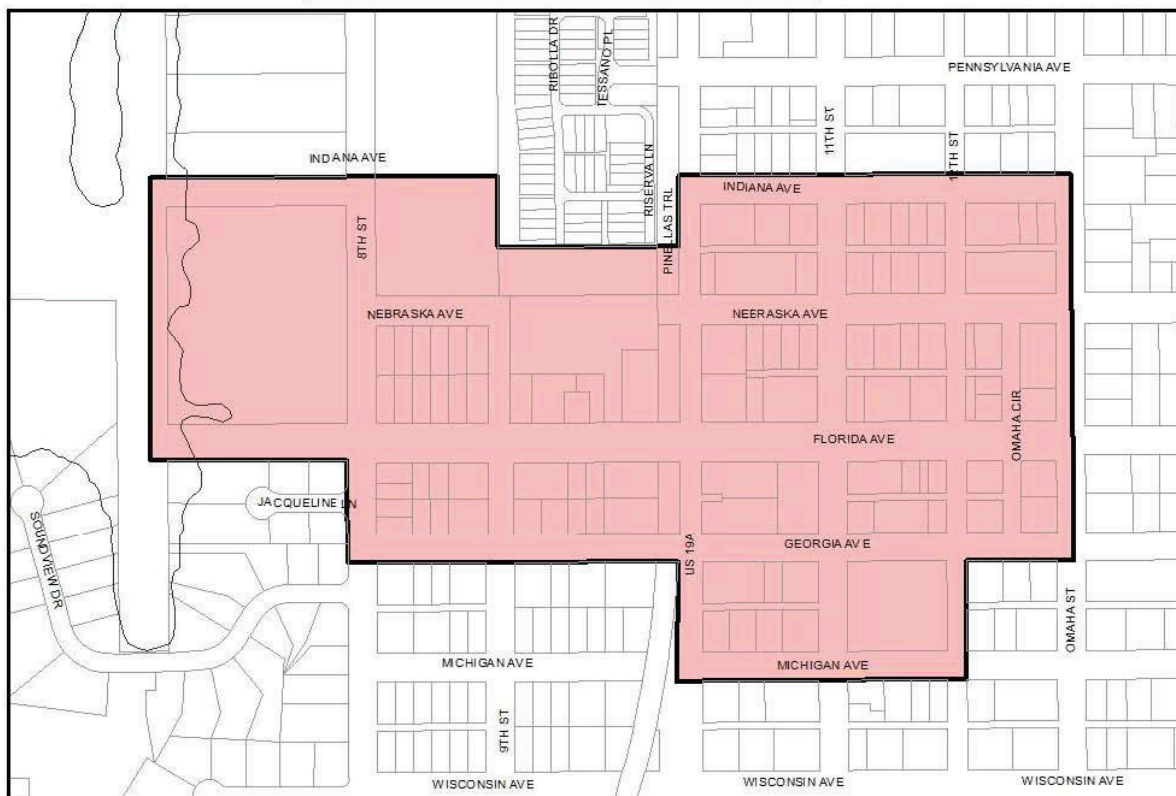


EXHIBIT D



Exhibit D: Palm Harbor Downtown Area
District 3A

Item 4A.

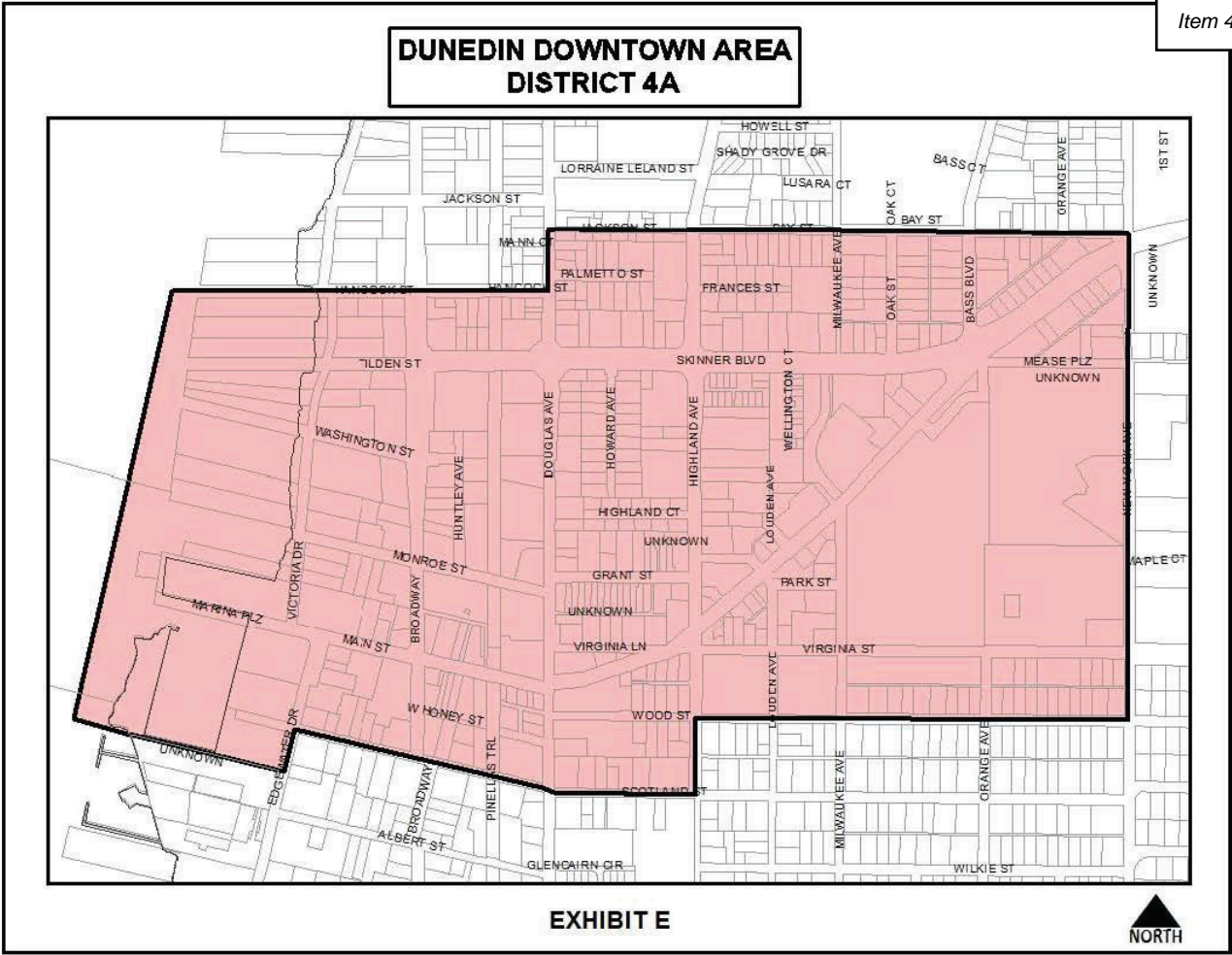


Exhibit E: Dunedin Downtown Area
District 4A

**SAFETY HARBOR DOWNTOWN AREA
DISTRICT 5A**

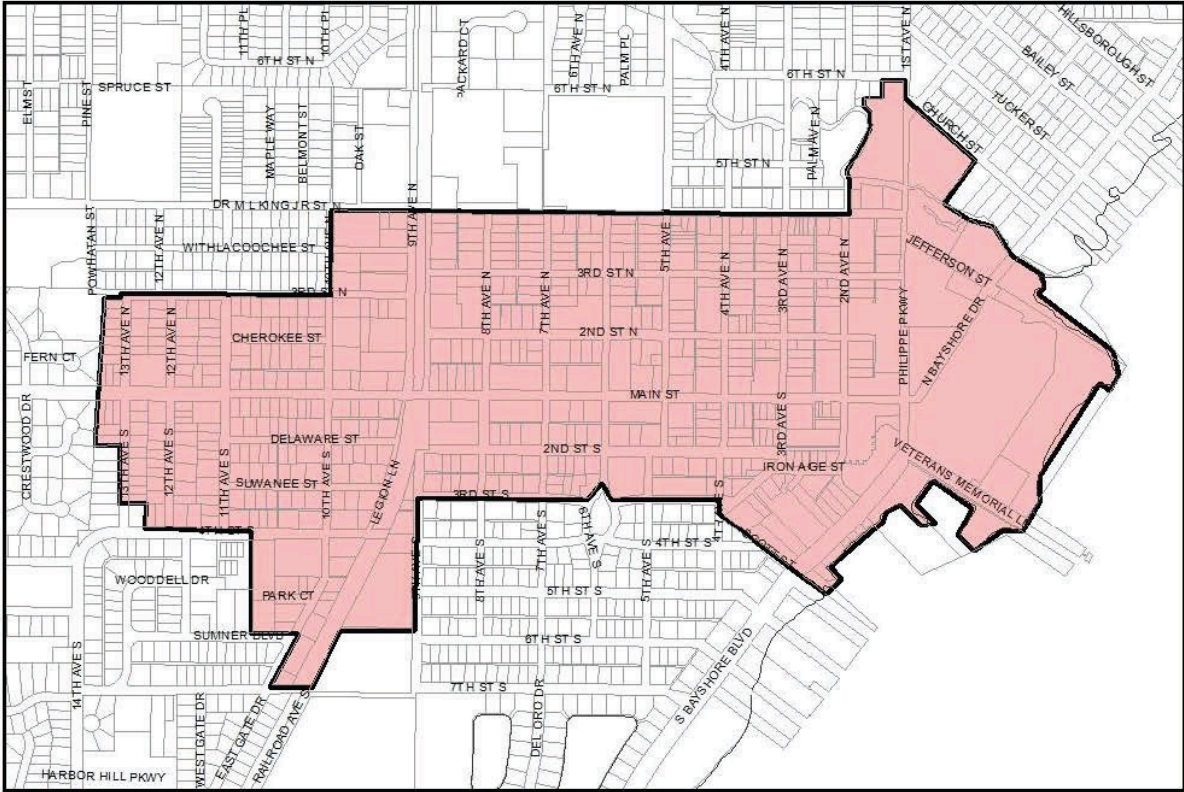


EXHIBIT F

**Exhibit F: Safety Harbor Downtown Area
District 5A**

Item 4A.

**CLEARWATER DOWNTOWN AREA
DISTRICT 6A**

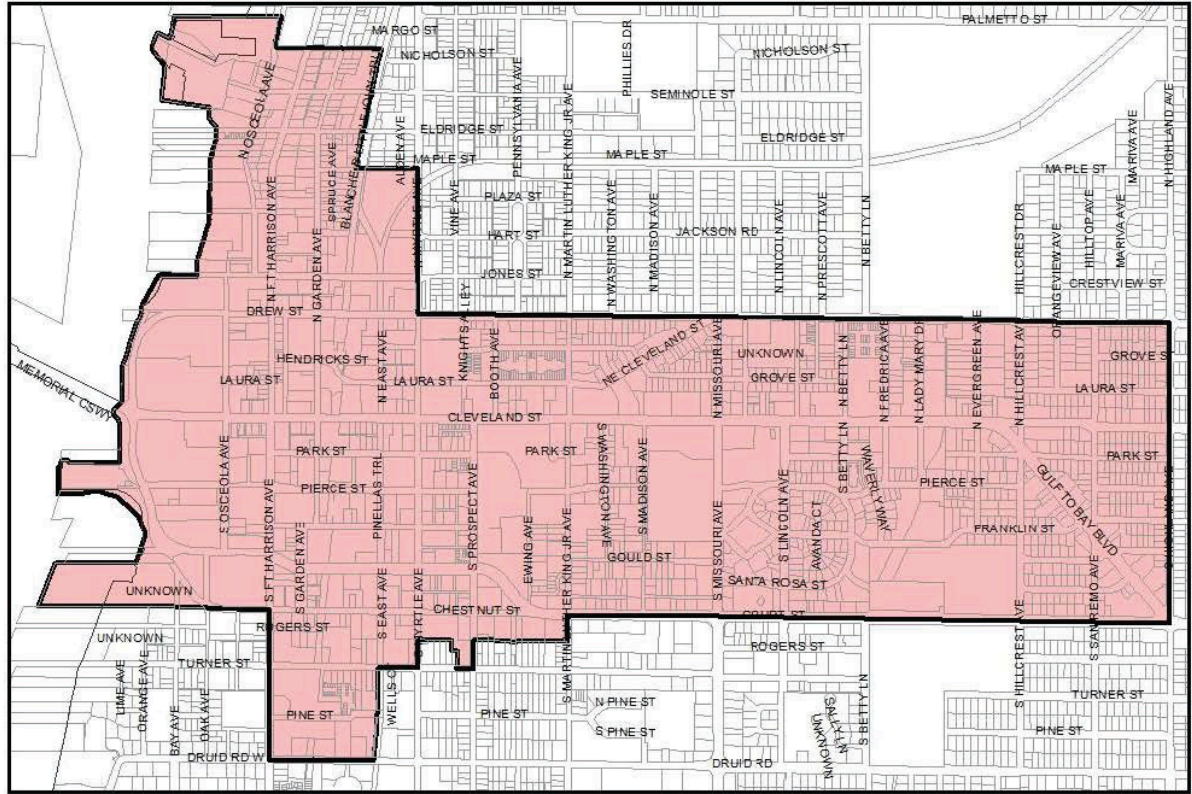


EXHIBIT G



Exhibit G: Clearwater Downtown Area
District 6A

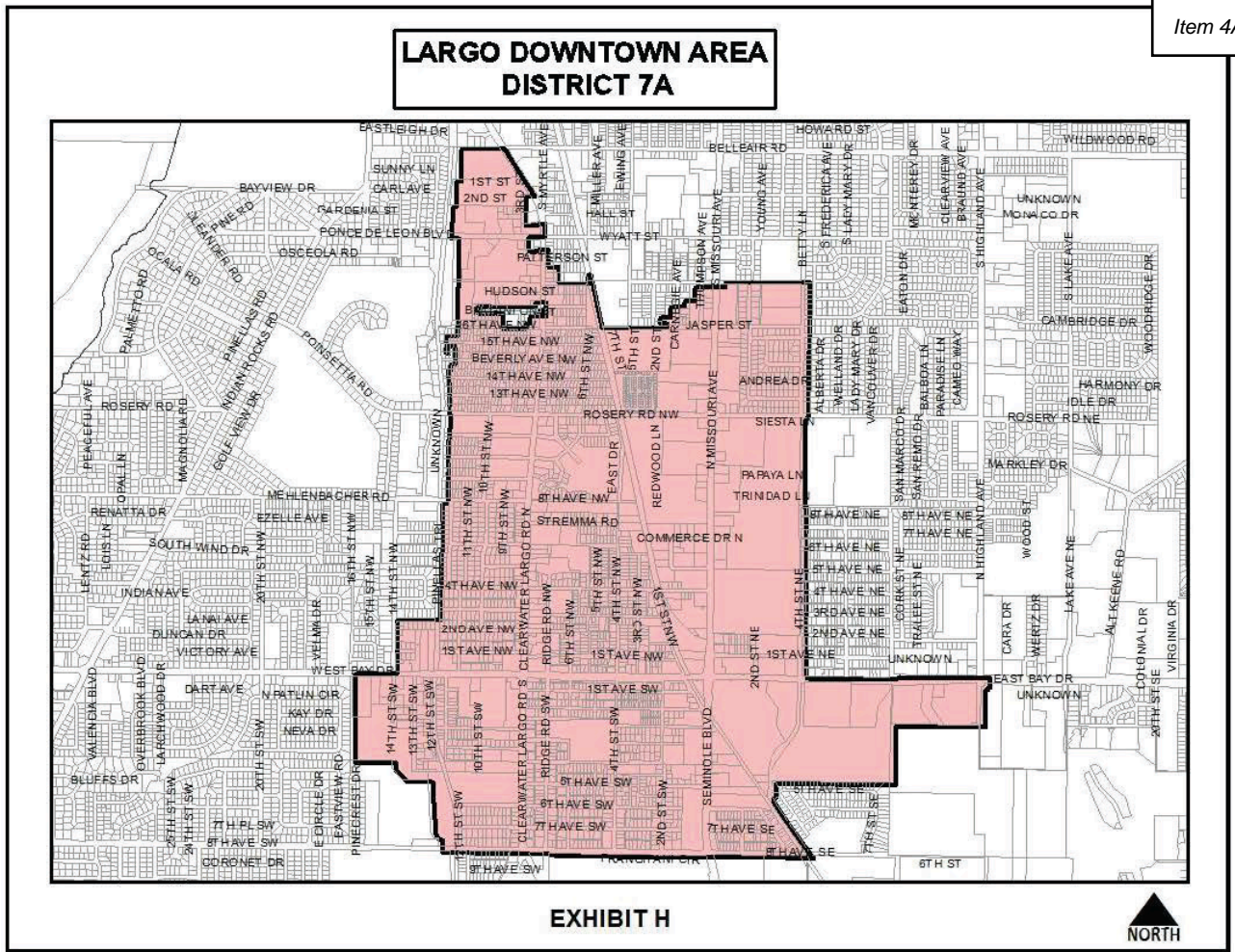


Exhibit H: Largo Downtown Area
District 7A



Exhibit I: Pinellas Park Downtown Area
District 10A

**ST. PETERSBURG DOWNTOWN AREA
DISTRICT 11A**

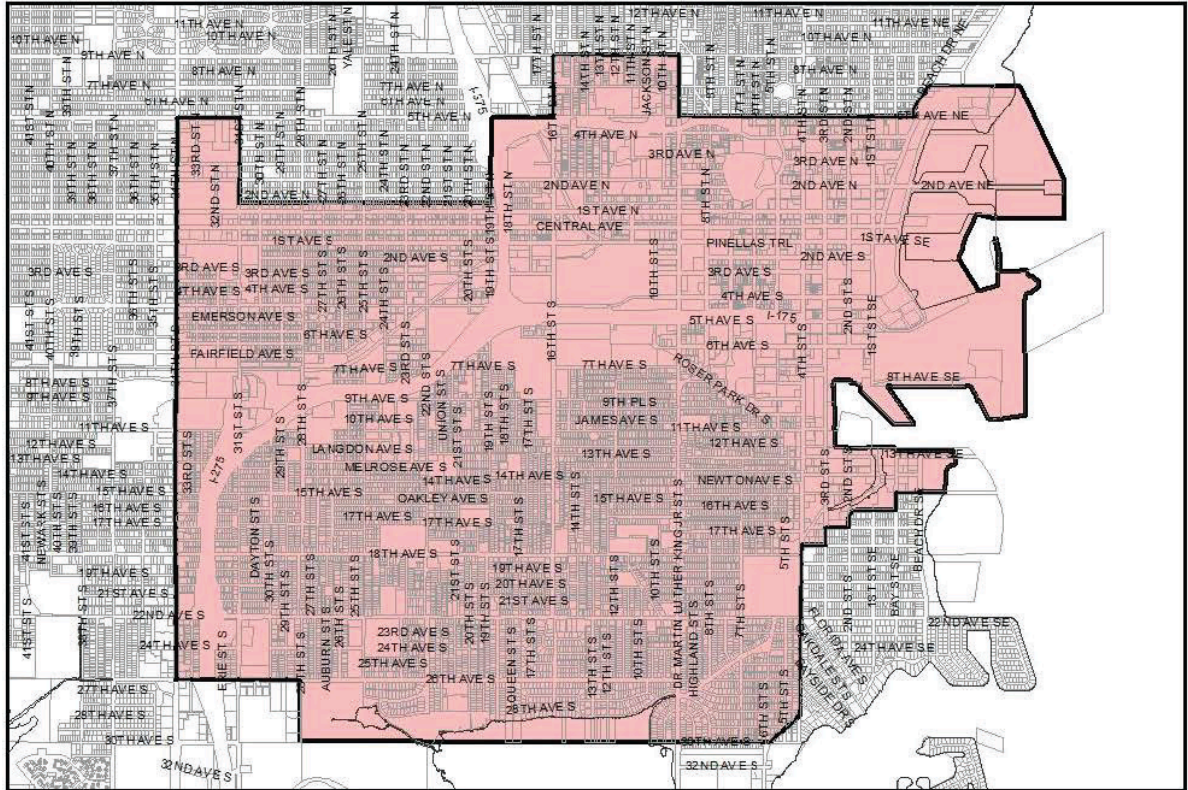


EXHIBIT J



**Exhibit J: St. Petersburg Downtown Area
District 11A**

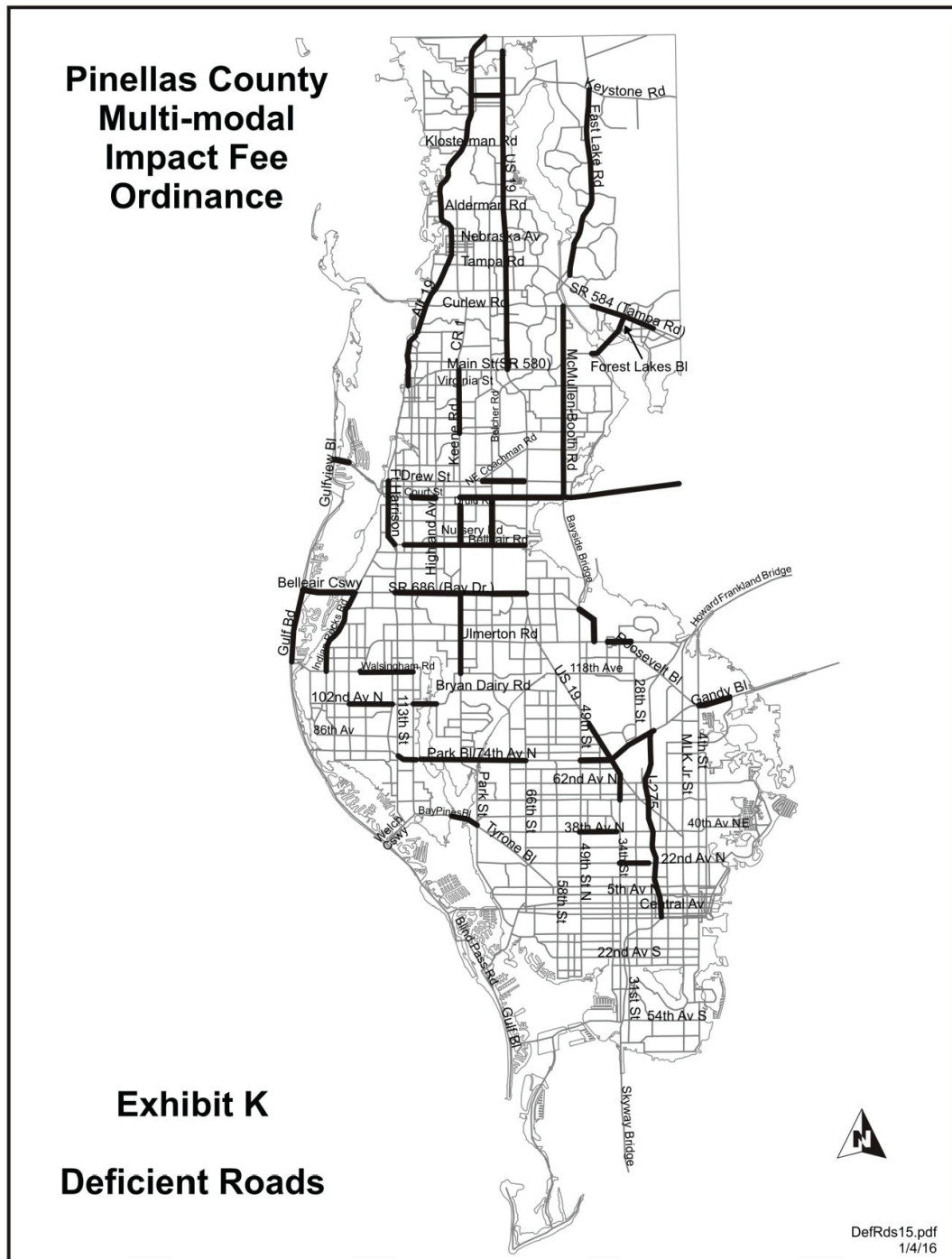


Exhibit K: Deficient Roads

(Ord. No. 16-21, § 17, 3-29-16)

Committee on Community Affairs

CS/CS/SB 180 — Emergencies

by Appropriations Committee; Community Affairs Committee; and Senator DiCeglie

The bill makes various changes relating to the preparation and response activities of state and local government when emergencies impact the state. Regarding the responsibilities of the Florida Division of Emergency Management (FDEM), the bill:

- Requires the FDEM, for the purpose of the Hurricane Loss Mitigation Program, to prioritize use of funds for shelters located in counties, rather than regional planning councils, that have a shelter deficit, and for projects that are publicly owned, other than schools.
- Combines the FDEM shelter reports and requires it to be submitted to the Governor and Legislature annually, rather than biennially, and requires prioritization of non-school public facilities to be recommended for retrofit.
- Directs the FDEM to conduct annual regional hurricane readiness sessions and provide biennial emergency management training for specified county and municipal personnel.
- Renames the Natural Hazards Interagency Workgroup as the “Natural Hazards Risks and Mitigation Interagency Coordinating Group,” of which the executive director of the FDEM is the administrator and substantially revises the membership and duties of the group.
- Requires the FDEM to report annually to the Legislature on the expenditures related to emergencies incurred over the past year, including a summary of the event, detailed expenditures, and an accounting of all inventory and assets purchased (effective January 1, 2026).
- Requires contracts executed to support the response to a declared state of emergency to be posted on the state’s secure contract tracking system (effective January 1, 2026).
- Provides additional requirements for the FDEM handling of federal funds, including legislative notification for innovative uses and standardizing and streamlining processes related to the distribution of federal financial assistance to state and local agencies.
- Requires state agencies, counties, and municipalities to notify the FDEM by May 1 annually of the person designated as the emergency contact for the state agency, county, or municipality, and his or her alternate.
- Requires the Department of Environmental Protection (DEP) to submit and biannually update a Flood Inventory and Restoration Report to the FDEM, working with water management districts, local governments, and operators of public and private stormwater systems to identify flooding risks, provide inspection schedules, and list funding priorities.
- Requires the FDEM to consult with local governments and the appropriate state agencies to recommend statutory changes to streamline the permitting process for repairing and rebuilding structures damaged by natural emergencies and submit a report to the Legislature by July 1, 2026.

Regarding the emergency preparedness and response duties and directives of local governments, the bill:

- Requires each county and municipality to post certain information related to emergency response and preparation on its website, including frequently asked questions related to natural emergency response and preparedness, a disaster supply and emergency shelter list, links to information about flood zone, a checklist for post-storm recovery, and information specific to persons with disabilities.
- Requires each county and municipality to develop a post-storm permitting plan to expedite recovery and rebuilding and ensure sufficient staffing for increased permitting and inspection demands. Each local government must also publish on its website a post-storm permitting guide to advise residents of post-storm permitting procedures and rebuilding requirements.
- Directs each county and municipality to apply to the DEP for authorization of at least one debris management site and encourages local governments to add an addendum to existing solid waste contracts for the collection of storm-generated debris.
- Prohibits each county and municipality located within an area for which a state of emergency is declared for a hurricane or tropical storm from increasing building permit or inspection fees for 180 days after the declaration.
- Prohibits a local government participating in the National Flood Insurance Program from adopting cumulative substantial improvement periods, also known as “lookback ordinances.”
- Prohibits the imposition of impact fees for replacement structures if the land use is the same as the original, unless a replacement structure increases demand on public facilities.
- Increases the threshold above which a property appraiser must assess repairs at just value after damage due to calamity to 130 percent of the square footage before destruction or 2,000 total square feet.

Additionally, for one year after a hurricane makes landfall, the bill prohibits certain counties and municipalities from proposing or adopting a moratorium on the construction or redevelopment of property or more restrictive or burdensome regulations or procedures pertaining to land development. If these provisions are not followed, the bill provides a procedure for a person to file a suit against a local government for declaratory and injunctive relief and entitles a prevailing plaintiff reasonable attorney fees and costs. A county listed in a federal disaster declaration, or a municipality located within such a county, located entirely or partially within 100 miles of a hurricane’s track is subject to the prohibition.

For Hurricane Debby, Hurricane Helene, and Hurricane Milton, the bill provides similar prohibitions on construction moratoriums and burdensome or restrictive regulations. The provisions apply until October 1, 2027, and are applied retroactively to August 1, 2024.

The Office of Program Policy Analysis and Government Accountability (OPPAGA) must study the actions of local government after hurricanes which are related to comprehensive plans, land development regulations, and procedures for review, approval, or issuance of site plans, permits, or development orders. The OPPAGA must submit a report to the Legislature by December 1, 2025, which includes recommendations for options to remove impediments to construction,

reconstruction, or redevelopment and prevent local governments from implementing burdensome or restrictive procedures or processes.

The bill also introduces the following policy changes aimed at enhancing the state's emergency preparedness and response efforts:

- Allows Florida National Guard servicemembers to provide medical care within their scope of licensure to military personnel and civilians during emergencies.
- Provides for the tolling and extension of a formal determination of the delineation of the extent of wetlands in the event a state of emergency is declared, which applies retroactively to January 1, 2023.
- Requires a tenant to be given an opportunity to collect his or her belongings or given notice of a date by which the tenant will be able to do so when a rented premise is damaged or destroyed.
- Extends the evacuation clearance time for the Florida Keys Area of Critical State Concern from 24 hours to 24.5 hours and directs the Department of Commerce to conduct a study to determine the number of building permit allocations that may be distributed based on this change. Such building permit allocations may not exceed 900 total allocations and must be distributed over 10 years. The bill also establishes requirements for distribution and issuance of the permits.
- Provides for the regulation of hoisting equipment during hurricanes, requiring equipment to be secured in a specified manner no later than 24 hours before the impacts of a hurricane are anticipated to begin. The Florida Building Commission must establish best practices for the utilization of tower cranes and hoisting equipment on construction job sites during hurricane season and report to the Legislature by December 31, 2026.
- Provides that the estimated costs of a renovation of property damaged by a natural disaster must exceed 75 percent of the fair market value of the building prior to the disaster before the property must be rebuilt to current thermal efficiency standards.
- Requires the Department of Veterans Affairs to provide special needs shelter registration information to its clients and caregivers.
- Requires the Florida Housing Finance Corporation to enter into a memorandum of understanding with the Department of Elder Affairs and with the Agency for Persons with Disabilities to ensure special needs shelter registry information is provided to residents of low-income senior independent living facilities and independent living properties for persons with disabilities that received funding through the corporation.
- Provides that a caregiver of a person with special needs who is eligible for admission to a special needs shelter, and all persons for whom he or she is the caregiver, must be allowed to shelter together in the special needs shelter.

Finally, effective January 1, 2026, the bill requires all state and local government contracts for goods or services related to emergency response entered into, renewed, or amended on or after July 1, 2025, to include a provision that, upon breach during an emergency recovery period, the contractor is required to pay actual, consequential, and liquidated damages and a \$5,000 penalty. The bill defines "emergency recovery period" as the 1-year period that begins on the date the Governor initially declared a state of emergency for a natural emergency.

If approved by the Governor, or allowed to become law without the Governor's signature, these provisions take effect upon becoming a law, except as otherwise provided.

Vote: Senate 34-1; House 106-0

2026 BOARD OF COMMISSIONERS MEETING SCHEDULE

Patricia Shontz Commission Chambers – City Hall, 300 Municipal Drive, Madeira Beach, FL

“All meetings & Events listed are in the Commission Chambers.”

“Meetings, dates & times are subject to change.”

<u>DATE</u>	<u>DESCRIPTION</u>	<u>TIME</u>
Thursday, January 1, 2026	NEW YEAR'S DAY – City Holiday	
Wednesday, January 14, 2026	BOC Regular Meeting	6:00 PM
Monday, January 19, 2026	MARTIN LUTHER KING JR. DAY – City Holiday	
Wednesday, January 28, 2026	BOC Regular Workshop Meeting	6:00 PM
Wednesday, February 11, 2026	BOC Regular Meeting	6:00 PM
Monday, February 16, 2026	PRESIDENTS' DAY – City Holiday	
Wednesday, February 25, 2026	BOC Regular Workshop Meeting	6:00 PM
Tuesday, March 10, 2026	Municipal Election Day – (City Centre Room)	7 AM – 7 PM
Wednesday, March 11, 2026	BOC Regular Meeting	6:00 PM
Wednesday, March 25, 2026	BOC Budget Workshop #1	4:00 PM
Wednesday, March 25, 2026	BOC Regular Workshop Meeting	6:00 PM
Wednesday, April 8, 2026	BOC Regular Meeting	6:00 PM
Wednesday, April 22, 2026	BOC Budget Workshop #2	4:00 PM
Wednesday, April 22, 2026	BOC Regular Workshop Meeting	6:00 PM
Wednesday, May 13, 2026	BOC Regular Meeting	6:00 PM
Monday, May 25, 2026	MEMORIAL DAY – City Holiday	
Wednesday, May 27, 2026	BOC Budget Workshop #3	4:00 PM
Wednesday, May 27, 2026	BOC Regular Workshop Meeting	6:00 PM
Wednesday, June 10, 2026	BOC Regular Meeting	6:00 PM
Friday, June 19, 2026	JUNETEENTH – City Holiday	
Wednesday, June 24, 2026	BOC Budget Workshop #4	4:00 PM
Wednesday, June 24, 2026	BOC Regular Workshop Meeting	6:00 PM
Friday, July 3, 2026	'INDEPENDENCE DAY' DAY OFF – City Holiday	
Wednesday, July 8, 2026	BOC Regular Meeting	6:00 PM
Wednesday, July 22, 2026	BOC Budget Workshop #5	4:00 PM
Wednesday, July 22, 2026	BOC Regular Workshop Meeting	6:00 PM

Wednesday, August 12, 2026	BOC Regular Meeting	6:00 PM
Wednesday, August 26, 2026	BOC Budget Workshop #6	4:00 PM
Wednesday, August 26, 2026	BOC Regular Workshop Meeting	6:00 PM

Monday, September 7, 2026	LABOR DAY – City Holiday	
Wednesday, September 9, 2026	BOC Special Meeting <i>(Tentative FY 2027 Millage & Budget-1st Reading & Public Hearing)</i>	5:45 PM
Wednesday, September 9, 2026	BOC Regular Meeting	6:00 PM
Wednesday, September 23, 2026	BOC Special Meeting <i>(Adoption of FY 2027 Millage & Budget-2nd Reading & Public Hearing)</i>	5:45 PM
Wednesday, September 23, 2026	BOC Regular Workshop Meeting	6:00 PM

Wednesday, October 14, 2026	BOC Regular Meeting	6:00 PM
Wednesday, October 28, 2026	BOC Regular Workshop Meeting	6:00 PM

Wednesday, November 11, 2026	VETERANS DAY – City Holiday	
Tuesday, November 10, 2026	BOC Regular Workshop Meeting <i>(date & time change due to Thanksgiving Holidays)</i>	2:00 PM
Tuesday, November 10, 2026	BOC Regular Meeting <i>(date & time change due to Thanksgiving Holidays)</i>	4:00 PM

Thursday, November 26, 2026	THANKSGIVING DAY – City Holiday
Friday, November 27, 2026	DAY AFTER THANKSGIVING DAY – City Holiday

Wednesday, December 9, 2026	BOC Regular Workshop Meeting <i>(date & time change due to Christmas & New Year's Holidays)</i>	2:00 PM
Wednesday, December 9, 2026	BOC Regular Meeting <i>(date & time change due to Christmas & New Year's Holidays)</i>	4:00 PM

Candidate Qualifying Period	NOON, Monday, December 7, 2026 through NOON, Friday, December 18, 2026, excluding weekends. <i>(Commissioner District 3 and Commissioner District 4) - March 10, 2026 Municipal Election</i>
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Thursday, December 24, 2026	CHRISTMAS EVE – City Holiday
Friday, December 25, 2026	CHRISTMAS DAY – City Holiday

Thursday, December 31, 2026	NEW YEAR'S EVE - City Holiday
Friday, January 1, 2027	NEW YEAR'S DAY – City Holiday

Calendar for Year 2026 (United States)

January Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 3:○ 10:● 18:● 25:●	February Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 1:○ 9:● 17:● 24:●	March Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 3:○ 11:● 18:● 25:●
April Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 1:○ 10:● 17:● 23:●	May Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 1:○ 9:● 16:● 23:● 31:○	June Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 8:● 14:● 21:● 29:○
July Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 7:● 14:● 21:● 29:○	August Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 5:● 12:● 19:● 28:○	September Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 4:● 10:● 18:● 26:○
October Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 3:● 10:● 18:● 26:○	November Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 1:● 9:● 17:● 24:○	December Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 1:● 8:● 17:● 23:○ 30:●

Holidays and Observances:

Jan 1 New Year's Day	May 10 Mother's Day	Oct 31 Halloween
Jan 19 Martin Luther King Jr. Day	May 25 Memorial Day	Nov 3 Election Day
Feb 14 Valentine's Day	Jun 14 Flag Day	Nov 11 Veterans Day
Feb 16 Presidents' Day	Jun 19 Juneteenth	Nov 26 Thanksgiving Day
Mar 17 St. Patrick's Day	Jun 21 Father's Day	Nov 27 Black Friday
Apr 5 Easter Sunday	Jul 3 'Independence Day' day off	Dec 24 Christmas Eve
Apr 6 Easter Monday	Jul 4 Independence Day	Dec 25 Christmas Day
Apr 15 Tax Day	Sep 7 Labor Day	Dec 31 New Year's Eve
May 5 Cinco de Mayo	Oct 12 Columbus Day	

Item 5A.

Calendar generated on www.timeanddate.com/calendar

Exhibit A

CEREMONIAL ITEMS POLICY**STATEMENT OF POLICY**

The Board of Commissioners awards ceremonial items to celebrate the achievements of residents, businesses, and organizations, fostering community connection and engagement. This policy outlines the procedures for submitting requests, processing, and issuing ceremonial items.

DEFINITIONS

Proclamation: A Proclamation is an official public declaration by the Mayor to recognize or raise awareness of an organization, business, issue, event, or individual that has impacted the City of Madeira Beach during a specific time frame.

Business Award: The Business Award recognizes a business, nonprofit organization, or religious institution.

Key to the City: The City's most prestigious award. It may be given selectively to honor a person, who may or may not be a resident of the City of Madeira Beach, with extraordinary or significant accomplishments and contributions to any of the following: the historic, economic, social and/or cultural fabric of the City. The Key may be given to honor significant contributions to the military service, to persons who have performed acts of heroism in the City, to distinguished individuals for exceptional civic contributions, and/or dignitaries and celebrities who have an effect on the City and are visiting.

Certificates of Recognition and Appreciation: Certificates of Recognition and Appreciation are awarded to those individuals or organizations who have performed some act or completed some task or effort on behalf of the City or residents of the City.

City Coin: The City Coin is a coin created for members of the Board of Commissioners or the Mayor to present at their discretion.

Congratulatory Letters: Congratulatory Letters are issued to individuals or organizations for accomplishments such as those congratulating Eagle Scouts, Girl Scouts, and newly elected municipal officials in Pinellas County.

POLICY AND PROCEDURE FOR CEREMONIAL ITEMSProclamation

Individuals and organizations seeking a proclamation must submit an application along with sample language that can be modified. Recipients must be able to attend the Board of Commissioners meeting to receive the proclamation, as proclamations will not be mailed. The Mayor and/or members of the Board of Commissioners may also propose a

proclamation, subject to approval by the Board of Commissioners. Proclamations will be listed on the agenda under the Consent Agenda for approval at the Board of Commissioners meeting prior to their presentation. Approved proclamations will be presented by the Mayor and/or members of the Board of Commissioners on a rotating basis. Proclamations proposed by City staff will continue to be added to Board of Commissioners meeting agendas as needed.

Business Award

The City Clerk will contact the Mayor and/or members of the Board of Commissioners on a rotating basis to submit their nominations for a business, nonprofit, or religious institution, with assistance provided by the Tampa Bay Beaches Chamber of Commerce. Upon receiving the information regarding the nominee, the City Clerk will prepare the award and follow up with an invitation to the nominee to the Board of Commissioners meeting at which the award will be presented by the nominator.

Key to the City

The Mayor and/or members of the Board of Commissioners may nominate a distinguished individual to receive the Key to the City by submitting their nomination to the City Clerk. The nomination will be included on the Board of Commissioners' meeting agenda for consideration prior to the presentation. The Key to the City will be presented to the recipient by the Board of Commissioners at a following meeting of the Board of Commissioners.

Certificates of Recognition and Appreciation

Certificates of Recognition and Appreciation signed by the entire Board of Commissioners are awarded to those individuals or organizations who have performed some act or completed some task or effort on behalf of the City or residents of the City.

City Coin

The City Coin may be presented by the Mayor and/or members of the Board of Commissioners. Each member of the Board of Commissioners and the Mayor will be provided with three coins to present.

Congratulatory Letters

Congratulatory letters, signed by the entire Board of Commissioners, will be mailed to those individuals or organizations for their accomplishments such as Eagle Scouts, Girl Scouts, and newly elected municipal officials in Pinellas County.

From: [Thomas Trask](#)
To: [VanBlargan, Clara](#)
Cc: [Robin Gomez](#); [Pinkard, Holden](#)
Subject: FW: Request for Special Magistrate Lien Reduction
Date: Tuesday, July 15, 2025 11:52:32 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Clara,

The Scott Holcomb fine reduction request will be on the upcoming workshop agenda on July 23rd. Please include the email string below in the agenda package.



Thomas J. Trask, Esquire
 Board Certified in City, County and Local Government Law
 AV Preeminent® Rated Attorney
TRASK DAIGNEAULT, LLP
 Harbor Oaks Professional Center
 1001 South Ft. Harrison Avenue, Suite 201
 Clearwater, FL 33756
 Phone: (727) 733-0494 (Ext. 103)
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Wiring Instruction Notice. **FURTHER, WE DO NOT ACCEPT OR REQUEST CHANGES TO WIRING INSTRUCTIONS VIA EMAIL OR FACSIMILE, PLEASE CALL TO VERIFY. IF YOU RECEIVE AN EMAIL CONTAINING WIRE TRANSFER INSTRUCTION**

From: Scott Holcomb <scott.holcomb@gmail.com>
Sent: Monday, June 16, 2025 12:19 PM
To: Thomas Trask <tom@cityattorneys.legal>
Cc: Robin Gomez <RGomez@madeirabeachfl.gov>; cvanblargan@madeirabeachfl.gov
Subject: Re: Request for Special Magistrate Lien Reduction

Thank you, Mr. Trask.

Scott Holcomb

From: Thomas Trask <tom@cityattorneys.legal>
Sent: Monday, June 16, 2025 11:21:41 AM
To: Scott Holcomb <scott.holcomb@gmail.com>
Cc: Robin Gomez <RGomez@madeirabeachfl.gov>; cvanblargan@madeirabeachfl.gov

<cvanblargan@madeirabeachfl.gov>

Subject: RE: Request for Special Magistrate Lien Reduction

Mr. Holcomb,

Your request for fine reduction will be discussed at the BOC workshop on July 23rd and put it on the regular BOC agenda on August 13th for the BOC to take action on the request.



Thomas J. Trask, Esquire

Board Certified in City, County and Local Government Law

AV Preeminent® Rated Attorney

TRASK DAIGNEAULT, LLP

Harbor Oaks Professional Center

1001 South Ft. Harrison Avenue, Suite 201

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From: Scott Holcomb <scott.holcomb@gmail.com>

Sent: Monday, June 16, 2025 10:48 AM

To: Thomas Trask <tom@cityattorneys.legal>

Cc: Robin Gomez <RGomez@madeirabeachfl.gov>

Subject: Re: Request for Special Magistrate Lien Reduction

One last thing I forgot to mention is that I will be out of town from July 9 - July 18.

Thank you,

Scott Holcomb

Scott

From: Thomas Trask <tom@cityattorneys.legal>

Sent: Monday, June 16, 2025 10:39:16 AM

To: Scott Holcomb <scott.holcomb@gmail.com>

Cc: Robin Gomez <RGomez@madeirabeachfl.gov>

Subject: RE: Request for Special Magistrate Lien Reduction

Will do.



Thomas J. Trask, Esquire

Board Certified in City, County and Local Government Law

AV Preeminent® Rated Attorney

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From: Scott Holcomb <scott.holcomb@gmail.com>

Sent: Monday, June 16, 2025 10:33 AM

To: Thomas Trask <tom@cityattorneys.legal>

Cc: Robin Gomez <RGomez@madeirabeachfl.gov>

Subject: Re: Request for Special Magistrate Lien Reduction

Mr. Trask,

That would be good.

Thank you,

Scott Holcomb

Scott

From: Thomas Trask <tom@cityattorneys.legal>

Sent: Monday, June 16, 2025 10:10:04 AM

To: Scott <scott.holcomb@gmail.com>

Cc: Robin Gomez <RGomez@madeirabeachfl.gov>

Subject: RE: Request for Special Magistrate Lien Reduction

Mr. Holcomb,

Thank you for your email. I cannot provide you with any legal advice as I represent the City of Madeira Beach. Would you like to proceed with having your request for fine reduction being placed on an upcoming Board of Commissioners meeting agenda for their consideration? As I mentioned in my previous email it will come with the staff recommendation to not reduce the fine below \$46,022.04. I will include your email requesting the fine reduction and your email from Sunday, June 15th in the agenda packet.



Thomas J. Trask, Esquire
 Board Certified in City, County and Local Government Law
 AV Preeminent® Rated Attorney
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 Clearwater, FL 33756
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From: Scott <scott.holcomb@gmail.com>
Sent: Sunday, June 15, 2025 12:24 PM
To: Thomas Trask <tom@cityattorneys.legal>
Cc: Robin Gomez <RGomez@madeirabeachfl.gov>
Subject: Re: Request for Special Magistrate Lien Reduction

Mr Trask,

Is there any other recourse that I may take to get the lien removed? I have lost my house due to the hurricanes and received a significant damage letter requiring me to build a house built in the 1960's to code which as you can imagine is going to be a financial hardship for me and my wife.

Additionally, I understand that it took awhile for me to come into compliance but there were many reasons for this. Some of these reasons are as follows:

- Misunderstanding of the process as a whole
- Issues with correspondence - I had asked that mail be sent to my permanent residence in Tampa, or emailed to me. This was not occurring early in the process so I missed one special magistrate meeting because I did not receive the correspondence from the City until after the meeting. In fact, when I watched the meeting on Youtube, you held up a certified receipt saying it was signed by me. This was not the case as no one was at the Madeira Beach property on the day the signature was dated. I brought this immediately to Mr. Gomez' attention. He assured me that no one at the City would have done it and he was going to approach the postal office supervisor as he felt the mailman must have signed the card.
- I was under the impression that my contractor, Ted Bociek, was working with the City's building department to see what we could do to get in compliance without having to remove the outdoor kitchen in its entirety. It was only at the following meeting where Mr. Bociek and I found out this was not the case.
- I had learned from watching a subsequent YouTube video of a Council meeting that the City was leaning towards passing a new ordinance that would allow for some type of outdoor kitchen. I immediately emailed the City to see what we would need to do in order to meet these new requirements. An in-person meeting with myself, Mr. Bociek, Mr. Gomez, and other City officials was held in the City's conference room where we discussed this.

As you can see from the points above, I was not just willfully thumbing my nose at the City. My goal was to see if there was a way to come into compliance without having to tear down the kitchen. In both watching meetings in person and on YouTube, it seemed to me that the City thought I was just willfully disregarding the situation and there is nothing further from the truth.

Lastly, in your email below, you mentioned that the "City staff will not support a settlement of the lien for any amount less than \$46,022.04." This was surprising to me because on the day I met with Mr. Gomez regarding the forged signature on the certified mail receipt, and to let him know I was just going to tear down the kitchen and be done with it, he stated to me that his recommendation would be that the lien be completely removed once I came into compliance.

Thank you for your consideration in this matter.

Scott Holcomb

From: Thomas Trask <tom@cityattorneys.legal>
Sent: Thursday, April 3, 2025 3:52:38 PM
To: scott.holcomb@gmail.com <scott.holcomb@gmail.com>
Cc: Robin Gomez <RGomez@madeirabeachfl.gov>
Subject: Request for Special Magistrate Lien Reduction

Mr. Holcomb,

I am the City Attorney for the City of Madeira Beach. In that regard I have been requested to respond to your letter of March 18, 2025. A copy of which I have attached. The code violations on your property existed for well over a year before you brought the property into compliance. As a result of your delayed compliance a substantial fine has accrued. As of March 13, 2025, the payoff on the fine was \$92,044.07. See below. After careful consideration of your request City staff will not support a settlement of the lien for any amount less than \$46,022.04. This figure represents a 50% reduction of the fine. Should you wish to accept the offer to settle at the stated figure city staff will need to complete the approval process. If the fine reduction is approved by the Board of Commissioners and you pay the stated figure, the City will issue a release of the lien and have it recorded in the Official Records of Pinellas County. Please forward all future communications directly to me.

SPECIAL MAGISTRATE LIEN

MADEIRA BEACH

John S. and Jennifer L. Holcomb
572 Johns Pass Ave

Case No. 2023.3608

as of: March 13, 2025

IN COMPLIANCE

Fine Start	11/23/2023
Fine Stop	11/13/2024
Rate	\$250.00
Principal	\$89,250.00
 Recording	 \$41.75

SUB TOTAL	\$89,291.75
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Interest Rate	0.000256986	(9.38% per annum)
Interest on Principal		\$22.94
Interest Start		11/14/2024
Today's Date		3/13/2025
Interest		\$2,752.32
 TOTAL		 \$92,044.07

	<p>Thomas J. Trask, Esquire Board Certified in City, County and Local Government Law AV Preeminent® Rated Attorney TRASK DAIGNEAULT, LLP Harbor Oaks Professional Center 1001 South Ft. Harrison Avenue, Suite 201 Clearwater, FL 33756 Phone: (727) 733-0494 (Ext. 103) Fax: (727) 733-2991 E-Mail: tom@cityattorneys.legal</p>
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CONFIDENTIALITY, DISCLOSURE, AND WIRING INSTRUCTION NOTICES

Confidentiality and Disclosure Notices. The information and all attachments contained in this electronic communication are legally privileged and confidential information, subject to the attorney-client privilege and intended only for the use of the intended recipients. If the reader of this message is not an intended recipient, you are hereby notified that any review, use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately of the error by return e-mail and please permanently remove any copies of this message from your system and do not retain any copies, whether in electronic or physical form or otherwise. Additionally, the information contained herein may become subject to disclosure as a public record under Chapter 119, Fla. Stat.

Wiring Instruction Notice. FURTHER, WE DO NOT ACCEPT OR REQUEST CHANGES TO WIRING INSTRUCTIONS VIA EMAIL OR FACSIMILE, PLEASE CALL TO VERIFY. IF YOU RECEIVE AN EMAIL CONTAINING WIRE TRANSFER INSTRUCTIONS, CALL OUR OFFICE IMMEDIATELY TO VERIFY THE INFORMATION PRIOR TO SENDING FUNDS.

\$5,000

Item 7A.





MEMORANDUM

Date: July 23, 2025
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: DISCUSS GULF BEACHES PUBLIC LIBRARY FY 26 BUDGET

Background:

City Commission to review and discuss Gulf Beaches Public Library (GBPL) FY 26 budget. The GBPL comprises the five cities & towns of Treasure Island, Madeira Beach, Redington Beach, North Redington Beach, and Redington Shores, each contributing to the GBPL budget as well as one voting member on the GBPL board.

Gulf Beaches Public Library Total (annual) Budget from FY 23 to proposed FY 26:

FY 23	\$538,630	
FY 24	\$596,263	
FY 25	\$621,023	\$24,7604.15% Increase-attributed to increases in salaries, utilities, building/grounds maintenance, library books, Ebooks & electronic content
FY 26	\$621,023	Same as FY 25

Revenues from the 5 member cities/towns (MB, Treasure Island, Redington Bch, N Redington Bch, Redington Shores) in aggregate will contribute: \$384,023 (see below calculations). The Pinellas Public Library Cooperative (PPLCP) funding, notary services, copy machine, and parking fees will add an additional \$237,000 in revenue.

Each of the 5 member cities/towns, pays a portion of the budget based on population data, as a percentage of the total 5 member cities/towns' population:

Percentages per City/Town:

Madeira Beach: $3,999/15,527 = 25.8\%$
 North Redington Beach: $1,469/15,527 = 9.5\%$
 Redington Beach: $1,373/15,527 = 8.8\%$
 Redington Shores: $2,164/15,527 = 13.9\%$
 Treasure Island: $6,522/15,527 = 42\%$

Calculation:

Expenses Total: \$621,023.00 (From itemized budget sheet)
 Minus revenue coming in: \$237,000.00 (PPLC, Copy Machine, Notary, Parking) is:
 $\$621,023 - \$237,000 = \$384,023$ (the proposed budget amount to be divided by towns)

Final Annual Dollar Amounts Due per City/Town:Treasure Island 42% of \$384,023 = **\$161,290.00****Madeira Beach 25.8% of \$384,023 = \$99,078.00**Redington Shores 13.9% of \$384,023 = **\$53,379.00**North Redington Beach 9.5% of \$384,023 = **\$36,482.00**Redington Beach 8.8% of \$384,023 = **\$33,794.00****Fiscal Impact:****City of Madeira Beach Gulf Beaches Library Contribution:**

FY 22	\$76,359		
FY 23	\$68,034	(\$8,325)	(10.9%) Reduction
FY 24	\$93,240.75	\$25,206.75	37.1% INC
FY 25	\$102,355	\$9,114.25	9.77% INC
FY 26	\$99,078	(\$3,277)	(3.2%) Reduction

FY 22 to FY 26, increase of \$22,719, a 29.7% increase

Gulf Beaches Public Library Budget 2025-2026

Township Allocations

Population Stats:

Madeira Beach 3,999
 North Redington Beach 1,469
 Redington Beach 1,373
 Redington Shores 2,164
 Treasure Island 6,522
Total 15,527

Percentages per City/Town:

Madeira Beach: $3,999/15,527 = 25.8\%$
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 North Redington Beach 9.5% of \$384,023 = **\$36,482.00**
 Redington Beach 8.8% of \$384,023 = **\$33,794.00**

Gulf Beaches Public Library Budget 2025-2026 (with Comparison)

	Budget 2024-2025	Budget 2025-2026
REVENUES		
NOTARY	\$1,000	\$1,000
COPY MACHINE	\$3,300	\$3,000
PINELLAS PUB. LIB. CORP.	\$220,000	\$230,000
PARKMOBILE	N/A	\$3,000
EXPENSES		
SALARIES AND WAGES w/ COLA	\$304,535	\$304,535
FICA	\$23,541	\$23,541
SEP	\$17,347	\$17,347
GROUP INSURANCE	\$31,765	\$31,765
WORKER'S COMPENSATION	\$900	\$900
SUTA, FUTA	\$85	\$85
PROFESSIONAL SERVICES	\$2,000	\$2,000
ACCOUNTING AND AUDITING	\$10,825	\$10,825
CONTRACTUAL SERVICE	\$8,825	\$8,825
DELIVERY/ILL BOOKS	\$800	\$800
TRAVEL AND TRAINING	\$2,000	\$2,000
TELEPHONE AND INTERNET	\$16,500	\$16,500
POSTAGE	\$400	\$400
UTILITIES	\$5,000	\$5,000
ELECTRICITY	\$12,000	\$12,000
RENTALS AND LEASES	\$4,500	\$4,500
GENERAL INSURANCE	\$35,000	\$35,000
BUILDING MAINTENANCE	\$18,500	\$18,500
GROUNDS MAINTENANCE	\$4,000	\$4,000
OTHER MAINTENANCE	\$3,000	\$3,000
OFFICE SUPPLIES	\$4,000	\$4,000
DEPARTMENTAL SUPPLIES	\$6,000	\$6,000
DUES AND SUBSCRIPTIONS	\$7,500	\$7,500
CAPITAL IMPROVEMENTS	\$10,000	\$10,000
LIBRARY BOOKS	\$40,000	\$40,000
LIBRARY REFERENCE SOURCES	\$7,000	\$7,000
LIBRARY AUDIOBOOKS	\$4,500	\$4,500
LIBRARY DVDS	\$8,500	\$8,500
LIBRARY SUBSCRIPTIONS	\$6,000	\$6,000
CONTINGENCY	\$3,000	\$3,000
EBOOKS AND ELECTRONIC CONTENT	\$20,000	\$20,000
COMMUNITY OUTREACH	\$3,000	\$3,000
TOTAL EXPENSES	\$621,023	\$621,023



MEMORANDUM

Date: July 23, 2025
To: City Commission
From: Robin I. Gomez, City Manager
Subject: FY 26 PINELLAS COUNTY SHERIFF'S OFFICE CONTRACT FOR LAW ENFORCEMENT SERVICES

Background

The City of Madeira Beach procures full-time law enforcement services for all residents, businesses, and visitors from the Pinellas County Sheriff's Office. The enclosed agreement details the arrangement for services and all related costs.

Discussion:

As in prior years the City's proposed contract with the Pinellas County Sheriff's Office provides for the following to be provided by the PCSO:

1. Patrol - 365 days/24 hours per day - 2 deputies with patrol automobile, back-up deputies as needed
2. Community Policing - 1 deputy, 40 hours per week to perform proactive patrols, make personal contacts with residents & businesses to explain crime prevention techniques and solve community crime problems, and over-all project a positive and interactive law enforcement presence in the City
3. Code Enforcement - 1 deputy, 40 hours per week to perform various code enforcement activities including observations, investigations, and remedial efforts to maintain the City's community property standards, to collect and report enforcement data and activity, and to prepare all processes specific to remediating code violations including special magistrate cases
4. School Crossing Guards – 2 guards (a reduction from 3 in the prior year) to ensure pedestrian safety in and around Madeira Fundamental school
5. All other law enforcement services as needed and/or requested by the City including, but not limited to, criminal investigations, K-9, SWAT, mobile command, marine, and other such specialized services to enforce laws. The City will pay for the services on an equal monthly basis.

The City will pay for the services on an equal monthly basis.

FY 2026 Cost: \$1,802,352.00, a 6.78%, \$114,384 increase over FY 25

Explanations of cost increases (and reductions) mainly due to rising equipment costs and pay increases:

-Labor increases (incorporating a reduction in school crossing guards from 3 to 2) of 7.0% equates to a \$103,522.00 increase, 90% of total \$114,384.00 increase

-Supervision, Equipment, and AIC increase of \$11,330, 16.1% or 10% of total \$114,384 increase

List of prior annual costs:

FY 2025 Cost: \$1,687,968, 7.14%, 112,548 increase over FY 24

FY 2024 Cost: \$1,575,420, a 7.91%, \$115,524 increase over FY 23

FY 2023 Cost: \$1,459,896, a 4.62% \$64,428 increase over FY 22

FY 2022 Cost: \$1,395,468, a 3.29%, \$44,484 increase over FY 21

FY 2021 Cost: \$1,350,984, a 2.66%, \$35,004 increase over FY 20

FY 2020 Cost: \$1,315,980

FY 20 to Proposed FY 25 cumulative increase: 28.2%, \$371,988

CONTRACT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF MADEIRA BEACH, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY"; and BOB GUALTIERI, as Sheriff, Pinellas County, Florida, hereinafter referred to as "SHERIFF".

WITNESSETH:

WHEREAS, the CITY is a municipality within the boundaries of Pinellas County, Florida and wishes to purchase municipal law enforcement services for that area of land within its municipal boundaries in addition to those required to be provided by the SHERIFF prior to the execution of this Agreement; and

WHEREAS, the CITY is desirous of providing a high level of competent law enforcement service in conjunction and in harmony with its fiscal policies of sound, economical management; and

WHEREAS, the CITY has requested that the SHERIFF furnish law enforcement protection to its inhabitants and citizens; and

WHEREAS, the CITY desires that the SHERIFF furnish law enforcement protection on a full-time basis and duly perform any and all necessary and appropriate functions, actions, and responsibilities of a law enforcement force for the CITY; and

WHEREAS, the SHERIFF has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned; and

WHEREAS, the CITY desires to retain its ability to determine whether law enforcement services shall be provided by a City Police Department, by contract with another law enforcement agency or otherwise; and

WHEREAS, the SHERIFF is an independent constitutional officer of the State of Florida; and

WHEREAS, it is further the desire of the CITY that the full, complete and entire responsibility for law enforcement within the CITY be turned over to and be performed by the SHERIFF;

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties do hereby covenant and agree as follows:

1. That the recitations set forth above are incorporated herein by reference in their entirety.
2. PURPOSE: The purpose of this Agreement shall be to provide the citizens of the CITY with high quality law enforcement services by the Sheriff's Office.

It is expressly acknowledged and agreed that all services provided by the SHERIFF under the terms of this Agreement are completely paid for by the consideration paid by the CITY under the terms of this Agreement and are completely separate and in addition to any and all ad valorem taxes or any other revenues paid by or received on behalf of the citizens of the CITY to the Pinellas County Board of County Commissioners. In light thereof, the SHERIFF shall continue to have the obligation to provide normal services to the same degree that such services are provided to the rest of Pinellas County and the CITY is not to be charged extra for these normal services.

PATROL SERVICES:

The SHERIFF hereby agrees to provide all necessary and appropriate law enforcement

services in and for the CITY by providing two (2) deputies with patrol automobile for twenty-four (24) consecutive hours each day, seven (7) days a week, to serve as law enforcement officers of the CITY. It is the obligation of the SHERIFF to ensure that two or more deputies are present within the city limits of the CITY at all such times except under emergency circumstances when backup assistance may be required from other Sheriff's deputies or municipal law enforcement officers.

COMMUNITY POLICING:

The SHERIFF further agrees to furnish one (1) deputy specifically for performing community oriented policing services. Said deputy shall be provided forty (40) hours per week excepting holiday leave, vacation leave, required training, court appearances, authorized sick leave, and such other absences as may be authorized by the SHERIFF or his designee. The specific hours of work of the community policing deputy shall be determined by his or her supervisor after consultation with the CITY.

- a. The Community Policing Deputy will perform interactive and proactive foot and bicycle patrols whenever transportation by a patrol vehicle is not necessary.
- b. The Community Policing Deputy will actively make personal contacts with both citizens and businesses to solve community crime problems.
- c. The Community Policing Deputy will meet with community leaders to explain crime prevention techniques.
- d. The Community Policing Deputy shall utilize business cards, voice mail, and cellular phones to ensure citizen contact regarding public safety concerns.

The SHERIFF further agrees to furnish one (1) deputy specifically for performing code enforcement services. This community policing deputy will also be provided forty (40) hours per

week excepting holiday leave, vacation leave, required training, court appearances, authorized sick leave, and such other absences as may be authorized by the SHERIFF or his designee. The specific hours of work of this community policing deputy shall be determined by his or her supervisor after consultation with the CITY.

- a. The Community Policing Deputy/Code Enforcement will investigate and take enforcement actions for violations of the CITY'S Code of Ordinances.
- b. The Community Policing Deputy will track and prepare statistical reports for the CITY concerning the numbers and types of violations issued on a monthly basis.
- c. The Community Policing Deputy will interact with both citizens and businesses to address and resolve code violation related issues.
- d. The Community Policing Deputy will, in conjunction with the CITY'S attorney, prepare and present code violation cases before the CITY'S Special magistrate as necessary.
- e. The Community Policing Deputy will, in conjunction with the CITY'S administrative/clerical staff, prepare citations, send notices of violations and Special Magistrate hearings, and perform other related administrative tasks.
- f. The Community Policing Deputy shall utilize business cards, voice mail and cellular phones to facilitate citizen contact regarding code violation concerns and questions.

While the CITY anticipates the code violation related work will occupy all or most of this Community Policing Deputy's time, this Deputy will also assist and work with the other Community Policing Deputy, if and when time allows and the need arises. Likewise, the other

Community Policing Deputy may, from time to time as the need arises, assist this Community Policing Deputy with work related to the enforcement of the City's Code of Ordinances.

The CITY agrees that it will provide the following at its expense:

- a. Both Community Policing Deputies will be provided with the necessary code enforcement training, which currently consists of four (4) separate courses.
- b. The Community Policing Deputy performing full-time code enforcement service will be provided the assistance of CITY administrative and clerical staffs, who will perform research, prepare and send out notices and correspondence and other like administrative and clerical tasks.
- c. Office space and the appropriate equipment needed for the performance of the Community Policing Deputies' administrative duties will be provided.

SCHOOL CROSSING GUARDS:

The SHERIFF further agrees to furnish two (2) school crossing guards. The hours of service of the school crossing guards shall be determined by the SHERIFF based on the hours of operation of the school or schools served.

3. POWER OF CITY TO DIRECT SERVICES. The SHERIFF shall confer with the Mayor and the City Commission and/or City Manager regarding law enforcement or code enforcement problems within the CITY and shall accept from the City Commission general policy direction on how these services are delivered and to what portion of the municipality a particular type or level of service shall be delivered to counteract law enforcement or code enforcement problems within the CITY. The SHERIFF shall comply with the request of the CITY regarding such matters unless such decisions will represent a danger to the deputies providing such service or to other members of the Sheriff's Office, will be violative of the law, good law enforcement

practices, the rules and regulations of the Pinellas County Sheriff's Office, or detrimental to the citizens of the CITY or the County. In the event that such concern arises, the SHERIFF will meet and confer with the Mayor and the City Commission, as is appropriate, on policy matters regarding the delivery of services and attempt to resolve any dispute or misunderstanding between them.

4. NO PLEDGE OF AD VALOREM TAXES. The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the SHERIFF will not ever have the right to require or compel the exercise of ad valorem taxing power of the CITY or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the CITY, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY.

5. AUTHORITY TO ACT. The CITY does hereby vest in each sworn law enforcement officer of the SHERIFF, who from time to time may be assigned to the CITY, to the extent allowed by law, the law enforcement powers of the CITY which are necessary to implement and carry forth the services, duties and responsibilities imposed upon the SHERIFF hereby, for the limited purpose of giving official and lawful status and validity to the performance thereof by such sworn law enforcement officers. Every sworn law enforcement officer of the SHERIFF so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be a sworn law enforcement officer of the CITY while performing such services, duties and responsibilities which constitute municipal

functions and are within the scope of this Agreement. Accordingly, such sworn law enforcement officers of the SHERIFF are hereby vested with the power to enforce the ordinances of the CITY, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto.

6. INDEMNIFICATION OF CITY. The SHERIFF will defend and pay any litigation or judgment against the CITY, its agents or employees, arising out of the acts or omissions of the SHERIFF, his deputy sheriffs, or other members of the Sheriff's Office performing services under this Agreement. Lawsuits and claims that may be filed from time to time hereunder shall be handled by the SHERIFF in accordance with normal procedures. The SHERIFF shall defend such lawsuits or claims and pay judgments or settlements in accordance with law.

Nothing contained herein shall be construed to limit or modify the provisions of Florida Statute 768.28 as it applies to the CITY and the SHERIFF. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the SHERIFF and the CITY pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

7. INDEPENDENT CONTRACTOR. The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his sworn officers.

8. SOVEREIGN IMMUNITY. The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that both parties enjoy presently under the

Constitution and statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes.

9. PROVISION OF SERVICES. The SHERIFF shall provide each deputy who serves in the CITY pursuant to this Agreement with a patrol automobile and all other necessary or appropriate equipment, except as provided above in Paragraph 2, Community Policing section.

10. PERSONNEL. The SHERIFF shall be responsible for the appointment, training, assignment, discipline and dismissal of all his law enforcement personnel performing services under this Agreement. The parties shall mutually cooperate to carry out the terms and conditions of this Agreement. Should the CITY or its designee believe that any deputy assigned to the CITY pursuant to the terms of this Agreement is failing to perform in a satisfactory manner, the CITY or its designee shall notify the Commander of the Patrol Operations Bureau of the Pinellas County Sheriff's Office. The parties shall work together to reach a mutually satisfactory resolution of the matter. However, it is understood that under this Agreement, the SHERIFF shall retain the sole authority to transfer, counsel, or discipline any deputy or other member of the Pinellas County Sheriff's Office. The SHERIFF is in compliance with Florida Statute §448.095 which references the use of E-Verify.

11. ENFORCEMENT OF LAWS. The SHERIFF shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within the CITY and the ordinances of the CITY. The SHERIFF shall bring appropriate charges for violations of all laws and ordinances. The SHERIFF shall ensure that deputies assigned to the CITY will have a general familiarity with the code of ordinances of the CITY. The CITY will provide adequate copies of its ordinances for this purpose at no cost to the SHERIFF.

12. FINES AND FORFEITURES. All fines and forfeitures rendered in any court as a

result of charges made by the SHERIFF shall be distributed according to general law and the rules of the court.

13. RECORDS. The SHERIFF shall maintain Uniform Crime Reporting records regarding crimes committed within the CITY. These records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and any other information as required by law. A computer printout reflecting a summary of overall activity by event type shall be furnished to the CITY each month.

14. NOTICE. Notice as required to be given hereunder shall be given to the following persons:

- A. The Sheriff of Pinellas County
Bob Gualtieri, Sheriff
P. O. Drawer 2500
Largo, FL 33779-2500
- B. City of Madeira Beach
Attention: Mayor
300 Municipal Drive
Madeira Beach, FL 33708

15. TERM. This Agreement shall take effect on October 1, 2025, and continue in effect thereafter through September 30, 2026, unless hereafter extended upon such terms and conditions as the parties hereto may later agree.

16. TERMINATION: Any party may terminate this Agreement without cause or further liability to the other parties, except as to the indemnification provided herein, upon written notice to the other parties given not less than ninety (90) days prior to the requested termination date. The required notice is deemed delivered when a copy is delivered to the other party and a receipt therefore signed by the other party.

The parties agree that where the Agreement is not terminated as provided for herein, the

terms of this Agreement shall automatically continue for 120 days beyond September 30, 2026, in the event a replacement contract has not yet been completely executed. The CITY shall continue to pay to the SHERIFF on a monthly basis the amount due per this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, in the cost of service, shall be retroactively applied for services rendered from October 1, 2026, to the approval and execution of the replacement contract, and shall be paid by the CITY to the SHERIFF immediately for the services already provided.

17. CONTRACT COSTS. The CITY shall pay to the SHERIFF, as payment in full for all of the services herein agreed to be performed by the SHERIFF of Pinellas County, the sum of ONE MILLION EIGHT HUNDRED TWO THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS AND NO CENTS (\$1,802,352.00). Payment shall be made in twelve monthly installments of ONE HUNDRED FIFTY THOUSAND ONE HUNDRED NINETY-SIX DOLLARS AND NO CENTS (\$150,196.00). Payment shall be made on the first day of each month beginning on the 1st day of October 2025. (see Attachment 1.)

18. THIRD PARTIES. In no event shall any of the terms of this Agreement confer upon any third person, corporation or entity other than the parties hereto any right or cause of action or damages against the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

19. ENTIRE AGREEMENT. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by the parties hereto and with the same formality of this Agreement.

20. NON-ASSIGNABILITY. The SHERIFF shall not assign or delegate the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in

any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the CITY, which consent must have been agreed to by the CITY at a public meeting and which consent may be withheld within the sole discretion of the CITY.

21. LIAISON. A close liaison shall be maintained between the CITY and the SHERIFF. The SHERIFF agrees to make available to the CITY a specific member or members of the command staff who shall be available twenty-four (24) hours per day to act as liaison between the CITY and the SHERIFF. The Mayor and Commissioners and the SHERIFF, or their designees, shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement. The SHERIFF or his designee shall, upon request of the City Commission, be present at City Commission meetings for discussion of the provision of law or code enforcement services within the CITY, for budget preparation purposes, or for any other purpose as the City Commission shall request from time to time. The SHERIFF, or his designee, shall be responsible for submitting appropriate staffing or information to the City Commission as is necessary for it to conduct its legislative business. Any request for the presence of the SHERIFF or his designee, or for the production of any information or staffing, shall be communicated solely through the Mayor and Commissioners or the City Manager.

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____, 2025.

ATTEST:

CITY OF MADEIRA BEACH

CITY CLERK

MAYOR

APPROVED AS TO FORM:

(CITY SEAL)

CITY ATTORNEY

SHERIFF, PINELLAS COUNTY, FLORIDA

BOB GUALTIERI, Sheriff

Attachment 1

**City of Madeira Beach
Cost of Law Enforcement Services
Worksheet - FY 26**

A.	Cost per Deputy				\$	132,550.00					
B.	Deputies by Post										
	Number		Relief Factor		Deputy						
	8	x	1.2	x	\$	132,550.00			\$	1,272,480.00	
C.	Deputies ~ Special Enforcement										
	Number		Relief Factor		Deputy						
	2	x	1	x	\$	132,550.00	CPD; Code enforce CPD		\$	265,100.00	
D.	School Crossing Guards										
	Number		SCG								
	2	x	\$ 11,610.00						\$	23,220.00	
E.	Vehicle Cost										
	Number		# Miles		\$ per Mile		Days per Year				
	8	x	34	x	1.2174	x	365	\$	120,863.00		
	2	x	45	x	1.2174	x	260	\$	28,487.00	\$ 149,350.00	
F.	Supervision										
	Number		Crime Factor		Sergeant/Supv						
	1	x	3.369%	x	\$	173,250.00	Sergeant	\$	5,837.00		
			FTE's		SCG Supv						
	2	/	12.0	x	\$	26,890.00	SCG Supv	\$	4,482.00	\$ 10,319.00	
G.	Equipment										
	Number		Positions		Equip Cost-CD						
	10	/	1,387	x	\$	656,850.00			\$	4,736.00	
H.	Allocated Indirect Cost (AIC)										
	Number		Positions		AIC-CD						
	10	/	1,387	x	\$	10,701,736.00			\$	77,157.00	
I.	Supervision, Equipment and AIC total								\$	92,212.00	
J.	TOTAL										
								Yearly	\$	1,802,362.00	
								Rounding	\$	(10.00)	
								Contract Amount	\$	1,802,352.00	
								12 monthly payments	\$	150,196.00	
	Increase from prior year-amount					\$	1,802,352.00	/	\$	1,687,968.00	
	Increase from prior year-percentage								\$	114,384.00	
										6.78%	

JOHNS PASS DREDGING

JUNE 2022 – JULY 2025

PURPOSE

To dredge a section of the John's Pass channel/waterway, more specifically an approximate 1.6 acres area on the northern side of the channel/waterway adjacent to a FDOT right-of-way, City property, and private property to remove/alleviate sedimentation 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.

ACTIONS

June 2022 City officials notified the Florida Legislature appropriated just over \$1.5 million to help fund the project.

Oct 2022 City contracts with Aptim Environmental (the Pinellas County coastal contractor) to manage the project specifically to obtain all requisite permits and assist with bid issuance.

Jan - Feb 2023 Aptim staff meet with the Florida Department of Environmental Protection (FDEP) and US Army Corps of Engineers, USACE, representatives (pre-planning) to discuss and review permit application requirements. Aptim also communicated with FDOT throughout the middle of 2023 as the project will occur within State DOT right-of-way.

May 2023 Aptim submits FDOT permit application.

Dec 2023 FDOT approves State right-of-way permit with the DEP and USACE permits now able to be applied for by Aptim.

Mar 2024 FDOT permit received by Aptim. Issuance delayed due to impacts of Hurricane Idalia.

Mar 2024 City requests extension of the State appropriation funding through June 30, 2025 (can be extended through Dec 31, 2025).

July 2024 Aptim submits all remaining completed permits to the USACE and the FDEP.

- Why is it almost a year and half to submit?

- The FDOT permit was required to move forward with FDEP and USACE permitting as stated during the pre-application meetings. Neither agency was willing to issue a permit until FDOT approved of the project due to concerns about bridge infrastructure. Permit drawings, final design, analysis of impacts to the coastal system, environmental investigations, and permit applications were finalized and submitted between December 2023 and July 2024; however, specific permit conditions were needed to complete final design.

Aug-Sep 2024 Follow-up comments received from USACE and FDP requesting additional information

Dec 2024 Temporary access and construction easement obtained from private property owner adjacent to proposed dredging area USACE and FDEP

Jan 2025 FDEP on-site visit to John's Pass proposed dredging area. Aptim replies to USACE and FDEP requests for additional information

- Why did this take 4 months to respond?
 - **APTIM needed clarification on the FDEP and USACE request for additional information (RAI)**
 - **APTIM reached out to FDEP on 8/20/24.**
 - **Heard back from FDEP on 8/30/24 and a meeting was set up for 9/9/24.**
 - **Additional information regarding easement requirements was requested by APTIM on 9/9/24.**
 - **Information was provided by FDEP to APTIM regarding the need for an easement on 10/1/24.**
 - **A meeting was held with the City regarding procuring an easement for the RAI on 12/3/24.**
 - **FDEP required a site visit as criteria for response to RAI; APTIM requested site visit, but FDEP arranged for what would be the passage of Hurricane Helene. Site visit was rescheduled but delayed again due to impacts from Hurricane Milton. Final date coordinated based upon FDEP schedule was 1/14/25.**
 - **APTIM reached out to USACE on 9/5/24, 9/19/24, and 10/14/24 to discuss the RAI.**
 - **Heard back from USACE on 10/22/24 and meeting was set up for 10/28/24.**
- Why no request for confirmation?
 - **We will request confirmation for future RAI responses. We are told by the FDEP to wait 21 days after submittal until follow-up as review timeline courtesy and 28 days for the Corps as that is their standard review timelines.**

Feb 2025 FDEP replied on Feb 18 requesting additional information (due w/in next 30 days) involving construction plans, water quality standards, and disposal and dewater processes, as well as possible additional comments from state agencies, FWC and Water Resource Management.

Feb-Mar 2025 USACE continues information reviews

Expected replies from USACE and FDEP to occur within 30-60 days. Upon receipt of permits, bid issued shortly after to schedule to complete the dredging by summer 2025.

- Follow up on February 14, 2025 –
 - Why did you wait over 3 weeks to follow up
 - **We are told by the FDEP to wait 21 days after submittal until follow-up as that is their standard review timelines.**

- Follow up on March 13, 2025 –
 - Why did you wait 4 weeks to follow up
 - **APTIM followed up with the USACE on 2/14/25 and 3/3/25, and the USACE responded on 3/13/25.**
 - **We are told by the USACE to wait 28 days after submittal until follow-up as that is their standard review timelines.**
 - Has confirmation from the March 13 submittal been received from USACE?
 - **Yes, the USACE has received the RAI response.**
 - If no confirmation what are you doing to move this project forward?
 - **A meeting was held between APTIM and USACE on 3/20/25 to discuss the RAI response.**
 - **An additional RAI was received from FDEP on 2/18/25.**
 - **APTIM reached out regarding a meeting on 2/19/25.**
 - **A meeting was held between APTIM and FDEP on 3/5/25.**
 - **Additional clarification from FDEP regarding mitigation and best management practices is pending.**

Aptim followed up with FDEP and USACE on March 21 and April 7, 2025, on the additional information submitted to both agencies. USACE replied on April 7, 2025. There may be additional information required after the Corps receives comments from the resource agencies. No reply from FDEP as of Wed, Apr 9, will follow-up prior to Apr 16 meeting.

Mid-APRIL – MAY 2025

Most recent communications between Aptim, the USACE, and the FDEP:

1. USACE Permit: Application complete, undergoing Resource Agency consultation
 - a. USFWS Consultation: In progress, no updates since last email.
 - b. NMFS Consultation: In progress, no updates since last email.
 - c. Public Notice: Complete.
 - d. Last check-in email with the USACE was 5/6/25. Edgar sent a Provisional Notification on 5/13/25. APTIM responded to his email on 5/13/25.
 - e. Next planned check-in email with the USACE will be on 5/20/25.
2. FDEP Permit: Application complete, undergoing Resource Agency consultation
 - a. State Lands Easement Sketch: APTIM submitted the sketch on 4/23/25. Under review by FDEP.

- b. Best Management Practice's (BMP's): RAI sent on 5/12/25. Response is being drafted by APTIM.
- c. Uniform Mitigation Assessment Method (UMAM): In consultation with the Division of Water Resource Management and Aquatic Preserve staff. A meeting was held between DWRM and AP staff this week, however, no updates have been provided.
- d. Last check-in email with the FDEP was 5/7/25. Update was provided on 5/12/25 by FDEP, which included an RAI from DWRM.
- e. Next planned check-in email with the FDEP will be when the RAI response is delivered to FDEP.

3. Bid Documents (Plans and Specifications)

- a. The project technical specifications and construction plans have been drafted and are under internal review.

June 2025 most recent update:

1. USACE Permit: Application complete, undergoing Resource Agency consultation
 1. USFWS Consultation: In progress, no updates since last email.
 2. NMFS Consultation: In progress, no updates since last email.
 3. Public Notice: Complete.
 4. Last check-in email with the USACE was 6/4/25. No response to date.
 5. Next planned check-in email with the USACE will be on 6/18/25.
2. FDEP Permit: Application complete, undergoing Resource Agency consultation. RAI received from FDEP on 5/12/25.
 1. State Lands Easement Sketch: APTIM submitted the sketch on 4/23/25. Comments received on 5/30/25. Revisions have been drafted and have been submitted with the RAI response on 6/13/25.
 2. Best Management Practice's (BMP's): RAI sent on 5/12/25. Response is being drafted by APTIM.
 3. Uniform Mitigation Assessment Method (UMAM): In consultation with the Division of Water Resource Management and Aquatic Preserve staff.
 4. A response to FDEP's Request for Additional Information was submitted on 6/13/25.
 5. Next planned check-in email with the FDEP will be on 6/27/25.
3. Bid Documents (Plans and Specifications)
 1. The project technical specifications and construction plans have been drafted and are under internal review.

JULY 2025 Most Recent Update:

1. USACE Permit: Application complete, awaiting State permit
 1. USFWS Consultation: Complete.
 2. NMFS Consultation: Complete.
 3. Public Notice: Complete.
 4. Meeting was held on 6/26/25 between the USACE, APTIM, and the City. USACE permit ready to be issued pending State permit.
 5. No planned check-in's until State permit is submitted.
2. FDEP Permit: Application complete, undergoing Resource Agency consultation.
 1. State Lands Easement Sketch: FDEP requested revisions to the sketch on 7/10/25. Tentative meeting to discuss the RAI on 7/16/25.
 2. Best Management Practice's (BMP's): Additional RAI's were sent on 7/10/25 and 7/11/25. Tentative meeting to discuss the RAI on 7/16/25.
 3. Uniform Mitigation Assessment Method (UMAM): Additional RAI's were sent on 7/10/25 and 7/11/25. Tentative meeting to discuss the RAI on 7/16/25.
 4. Additional RAI's were received from FDEP on 7/10/25 and 7/11/25. Tentative meeting to discuss the RAI on 7/16/25.
 5. Next planned communication will be the tentative meeting to discuss the RAI on 7/16/25.
3. Bid Documents (Plans and Specifications)
 1. The project technical specifications and construction plans have been drafted and are under internal review.

City received on May 20, 2025, the following Amendment 2 to the agreement with a revised Date of Expiration to December 31, 2026:

**AMENDMENT NO. 2
TO AGREEMENT NO. LPA0321
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF MADEIRA BEACH**

This Amendment to Agreement No. LPA0321 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Madeira Beach (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Madeira Beach John's Pass North Shoreline Dredging (Project), effective November 29, 2022; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to permitting delays; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager	
Name:	Tolulola Adeyewa
Address:	Florida Dept. of Environmental Protection
	3900 Commonwealth Blvd
	Tallahassee, FL 32399
Phone:	850-245-2146
Email:	Tolulola.Adeyewa@FloridaDEP.gov

3. Section 11 of Attachment 2 is hereby revised as follows:

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. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

MEMORANDUM

TO: City Commission

FROM: Robin I. Gomez, City Manager

DATE: July 23, 2025

RE: FDEP Resiliency Grant Program

Background

The Resilient Florida Program within the Office of Resilience and Coastal Protection was created to help coastal and inland communities plan for the impacts of climate change, including flooding and sea level rise. The Resilient Florida Program offers grants for community planning as well as grants to implement projects that adapt critical assets to risk associated with flooding and sea level rise. The application period for Resilient Florida grants is July 7, 2025 to September 1, 2025 for Planning Grants and July 7, 2025 to September 1, 2025 for Implementation Grants.

Discussion

- DEP's *Resiliency Grant Program* is a significant opportunity for the City.
- Program has grown from \$100M to now ~\$300–400M. Applications opened July 7, 2025.
- There are two primary pots of money:
 1. **Planning Grants** – 100% state-funded
 2. **Construction Grants** – Require local match
- Program is open to **cities, counties, and special districts**.
- **Vulnerability Assessments** are required (most cities & counties have already completed)
- Post-assessment, communities typically complete:
 - Adaptation Plans, Comprehensive Plan amendments, Land use and zoning changes
- **Implementation Grants** fund major projects:
 - Stormwater improvements
 - Relocating critical infrastructure (police, fire stations)
 - Living shorelines and nature-based solutions (high DEP interest)
 - Potential undergrounding projects
- DEP leadership strongly supports **nature-based solutions** (e.g. oyster-based shorelines vs concrete seawalls).
- Many small/rural communities are eligible for **100% funded construction grants** if they meet criteria (under 10k population + low median income).
- DEP wants to expand beyond **SE Florida** (where most grants have gone so far) — opportunity for Tampa Bay and inland communities.



Technology Leadership and Strategy Services - Virtual Chief Information Security Officer (vCISO)

Qty	Description	Recurring
1	Technology Leadership and Strategy Services - Virtual Chief Information Security Officer (vCISO) - monthly charge:	\$5,000.00

The engagement will be focused on aligning the organization with **Florida Statute 282.318 for NIST CSF** compliance, including but not limited to:

- **Help with understanding of the Florida Statute 282.318 and NIST CSF framework and its principles:**
 - Identify: Assist in identifying and managing cybersecurity risks to systems, assets, data, and capabilities.
 - Protect: Implement safeguards to ensure the delivery of critical infrastructure services.
 - Detect: Develop and implement appropriate activities to identify the occurrence of a cybersecurity event.
 - Respond: Develop and implement activities to respond to a detected cybersecurity event.
 - Recover: Develop and implement activities to maintain plans for resilience and to restore any capabilities or services that were impaired due to a cybersecurity event.
- **Conduct a readiness assessment and vulnerability testing**
- **Establish and document policies and procedures related to Information Technology and Cybersecurity**

In addition to the above, vCISO service includes:

- IT compliance and cyber-security consulting delivered by Certified Information Systems Security Professional (CISSP) - in person, over the phone and/or email
- Regular meetings to review cybersecurity posture and provide updates on industry best practices and recommendations
- Planning and alignment with client specific compliance framework (NIST, HIPAA, SOX, CMMC, etc.)
- Creation, updates and maintenance of IT checklist to ensure best practices and remediations are being implemented and followed
- Assistance in evaluating and drafting IT security policies as needed
- Ongoing checks and verification of IT related items described in drafted policies, like password policy, screen lockout policy, etc.
- Vendor Risk Management
- Annual risk/gap assessment report (first report delivered at the beginning of next year - compliance status for current calendar year)

Terms and conditions:

- 12-month term commitment.
- No software or hardware is delivered as a part of this engagement. If a need for software or hardware arises, Integris will provide a detailed breakdown of costs and reasons for it.
- Any work out of the scope of this engagement will be billed at \$250/h.
- The flat monthly fee is based on today's size of the organization, compliance requirements and risk. If there are significant changes to any of those variables, monthly fee might be re-evaluated.
- vCISO program is not meant to resolve cyber-security issues, but to provide guidance, assist with orchestrating strategy to tackle them and ultimately keep responsible parties accountable for execution. Actual fixes will be delegated to competent security team and could be billed outside of this agreement.

Current IT Agreement

The current IT agreement provides for the day to day operation of the IT infrastructure and security for the city. The cyber security portion of this provides additional security tools and monitoring for the city. This includes:

- Technical security controls
- Security process to help keep environment secure on a daily basis
- Monitor and remediate issues in the environment
- Proactive, persistent threat protection for your network that identifies vulnerabilities and allows earlier detection of ransomware activity
- Integris uses state-of-the-art security tools that can detect various Indications of compromise (IOC) on computers or servers in the network

Security Awareness Training. It should be fun! The platform trains your employees with short, memorable security awareness stories. Our security awareness training content is fun, memorable, and will have your employees begging you to watch the next episode!

Choose from a variety of fresh new training content, episodes, security awareness downloads, phishing simulations, and more.

Reporting. Our executive summary reports highlight your program at a glance, and detailed reports help you zoom in for compliance audits and more granular views that Compliance Auditors Will Love!

Get a snapshot all of your evidence and online training records in seconds. Reporting will demonstrate compliance of your entire security awareness training program.

vCISO Project

The vCISO project is designed to guide the city in establishing and maintaining the management controls needed to meet the State Cybersecurity Act

- Compliance is a governance function (GRC - Governance, Regulation and Compliance)
- Implements Managerial Security controls
- Confirm that technical controls (as performed by the base IT and security agreement) needed by the State are also reviewed and confirmed for that section of the statute
- Building a portal that can then be run by the City to maintain compliance – currently under production- I can share at our next one-on-one meeting as well as at the next Commission Workshop on July 23, 2025.

The State Statute requires procedures and policies be put in place for security management

- Goal to ensure entire standard is being followed
- Includes procedures for Incident Response and Management
- Guidance to make sure we are setting up the procedures and measures the state is looking for to be compliant

Here are some key paragraphs from the statute.

[Chapter 282 Section 318 - 2024 Florida Statutes](#)

- Failure to report cybersecurity incidents: governments required to report ransomware incidents and any cybersecurity incident of severity level 3, 4, or 5 to the Cybersecurity Operations Center and the Cybercrime Office of the Department of Law Enforcement. Failure to do so could result in accountability and potential consequences.
- Failure to implement cybersecurity standards: governments are required to implement managerial, operational, and technical safeguards to protect government data and information technology resources, aligning with risk management strategies. Non-compliance with these requirements could lead to investigations and potential disciplinary action.

- Impact on public health, safety, and security: Incidents of severity levels 3, 4, and 5 can have a demonstrable impact on public health, safety, economic security, and civil liberties. Negligence or non-compliance leading to such incidents could result in severe consequences.

Security Officer (vCISO) - monthly charge:

The engagement will be focused on aligning the organization with Florida Statute 282.318 for NIST CSF compliance, including but not limited to:

- **Help with understanding of the Florida Statute 282.318 and NIST CSF framework and its principles:**
 - Identify: Assist in identifying and managing cybersecurity risks to systems, assets, data, and capabilities.
 - Protect: Implement safeguards to ensure the delivery of critical infrastructure services.
 - Detect: Develop and implement appropriate activities to identify the occurrence of a cybersecurity event.
 - Respond: Develop and implement activities to respond to a detected cybersecurity event.
 - Recover: Develop and implement activities to maintain plans for resilience and to restore any capabilities or services that were impaired due to a cybersecurity event.
- **Conduct a readiness assessment and vulnerability testing**
- **Establish and document policies and procedures related to Information Technology and Cybersecurity**

In addition to the above, vCISO service includes:

- IT compliance and cyber-security consulting delivered by Certified Information Systems Security Professional (CISSP) - in person, over the phone and/or email
- Regular meetings to review cybersecurity posture and provide updates on industry best practices and recommendations
- Planning and alignment with client specific compliance framework (NIST, HIPAA, SOX, CMMC, etc.)
- Creation, updates and maintenance of IT checklist to ensure best practices and remediations are being implemented and followed
- Assistance in evaluating and drafting IT security policies as needed
- Ongoing checks and verification of IT related items described in drafted policies, like password policy, screen lockout policy, etc.
- Vendor Risk Management
- Annual risk/gap assessment report (first report delivered at the beginning of next year - compliance status for current calendar year)



LAST UPDATE DATE	04-03-2025
OWNER	JEFF LILLIBRIDGE
STATUS	APPROVED

ACCESS MANAGEMENT POLICY

Approval History

Version	Approved By	Approved On
1.0	Not Present	04-03-2025

Purpose

The purpose of the Access Management Policy is to define the level of access each user has to company-owned or managed information systems and the data in City of Madeira Beach's systems.

Scope

The Access Management Policy applies to the following:

- All full-time, part-time, or temporary employees
- All third-party vendors, contractors, and visitors who temporarily access the Company's equipment
- All information systems owned and/or managed directly by City of Madeira Beach
- All data repositories belonging to City of Madeira Beach

Background

The Access Management Policy defines the rules and processes put in place to help prevent unauthorized access to information systems and resources owned by City of Madeira Beach. Unauthorized access may be malicious actors outside of the organization trying to come in, malicious insiders trying to gain access to resources they should not have access to, or unintentional access by employees who inadvertently access something that they otherwise should not have access to without any malicious intent. In any case, failure to properly manage user access may result in a wide range of issues from unintentional data modification to data theft or even regulatory fines and legal actions against the organization. To combat this, effective access management policies and procedures must be implemented to ensure that only approved individuals gain access to only what is necessary to carry out their normal duties.

Policy

Types of Accounts

The following accounts should be employed (at a minimum) across all information technology systems where technically feasible:

- Administrator/privileged accounts (with Superuser access) - Accounts that are provisioned with elevated privileges for the purposes of administering the system, managing the system, or otherwise performing actions within the system that require elevated privileges.
- User accounts - General purpose accounts to be used for performing regular actions within the system.
- System accounts - Accounts that have been included within the system as a necessity to its functionality. These will likely be pre-installed by the system's manufacturer.

General User Access Management

- All employees, contractors, and third-party users are assigned a unique identifier (i.e., username) when first provisioning system access. These unique identifiers may not be reused between multiple users such as if an individual is onboarded with the same name as an individual who was previously employed by the Company. The only exception to this is if a prior employee is rehired at a later time.
- Where technically feasible, systems should enforce the use of multifactor authentication (MFA). Alternatively, this may be accomplished through the use of single sign-on (SSO).
- Each information system must enforce the password and login restrictions based on the Company's password policy.
- Each information system should define, document, and implement its unique access management covering all aspects of the user lifecycle from onboarding to offboarding. This should be documented in the system security plan (SSP).
- Where technically feasible, user access permissions should be provisioned through the use of RBAC. To do this, users must be grouped by roles based on factors such as the following:
 - Business unit they belong to (e.g., Information Technology, Human Resources, Executive Leadership, etc.)
 - Specific role they perform (e.g., system administrator, recruiter, manager, etc.)
 - Employment status (e.g., full-time employee, part-time employee, contractor, etc.)

New User Onboarding

- Managers of new employees must request the provisioning of user accounts to all necessary systems and data prior to the new employee's first day.
 - Requests for new user accounts must be submitted in writing via the appropriate channels.
 - Once approved or denied, all requests must be retained based on the Company's Data Retention Policy.
 - For regular user accounts, approval must be obtained from the appropriate system owner or delegate.

- For administrator/privileged accounts, approval must be obtained from the employee's manager as well as the system owner or delegate. Where the system owner is the same as the employee's manager, additional approval must be obtained by the Department Head or delegate.
- For administrator/privileged accounts, justification must be included in the original request supporting why the user requires such access to support their normal job duties.
- All access requests must be time-bound, requiring regular review of access permissions.

User Offboarding

- A user's manager must request system access be revoked by the close of business on an employee's last day of employment with the Company in all cases of voluntary termination.
- In all cases of involuntary termination, an employee's manager must request the user's access permissions be revoked in line with the timing of the employee's notification of termination.
- For voluntary and involuntary terminations, a user's account need only be disabled according to the timing noted above.
- Confirmation of the revocation of a user's access permissions should be provided to Human Resources in all cases to be included as a part of each employee's records. This confirmation must also be provided to the user's manager.

Elevated Access Management

- Elevated access requests must be submitted by a user's manager and must include, at a minimum, the following:
 - Name of user that access is being requested for
 - Name of manager
 - User's department
 - User's job title
 - Date of request
 - Date of expiration of access approval (not to exceed one year)
 - Reason for request
 - Detailed justification for granting access
 - Dated approval by user's manager
 - Dated approval by system owner or Department Head if the system owner is the same as the user's manager
- Elevated access should follow the principle of least privilege and only be requested for systems which the user must have this access.
- Elevated access must be reviewed at least every six months to ensure that the users with elevated access are still in the roles requiring elevated permissions.

Access Management for Third Parties/Contractors

- All access requests for third parties and contractors should follow the same process as mentioned in the sections above.

- All third parties and contractors must be granted access to user groups set up specifically for such users (i.e., not given access to general user groups or administrator groups).
- Access for third parties and contractors must be enabled for the approved period during which their partnership agreement or contract is valid. Any additional time required will need to be requested through a separate access request.
- Remote access to third-party contractors must be provided only after a formal request and only where absolutely necessary. This access must be configured to be valid for the minimum time possible and must require submission of a new request should additional time be required.

Password and Other Authentication Mechanisms

- Where technically feasible, all information systems must enforce the use of MFA or SSO for logging in.
- Please refer to the Password Protection Policy for additional details.

Audit and Logging

- All user access to information systems must be logged.
- At a minimum, logs must contain the following:
 - Unique user ID
 - Date and time of login based on internal system clock
 - Result of the login attempt (i.e., access granted, login failed, etc.)
- All logs must be stored for at least 60 days.
- All logs must be ingested into a central repository for storage, analysis, and alerting or be configured to automatically alert for malicious access attempts (e.g., multiple failed login attempts in a short time period) or be reviewed manually on a weekly, bi-weekly, or monthly basis depending on system criticality.

Enforcement

The Access Management Policy is enforced by all System Administrators and Department Heads. Any exceptions to this policy must be reviewed and approved by the Information Security Team. Any breach of this policy may result in disciplinary actions up to and including termination of employment.



LAST UPDATE DATE

04-10-2025

OWNER

JEFF LILLIBRIDGE

STATUS

APPROVED

BUSINESS CONTINUITY POLICY

Approval History

Version	Approved By	Approved On
1.0	Not Present	04-10-2025

Purpose

The purpose of this policy is to outline objectives, plans, and, procedures put in place by City of Madeira Beach to ensure that it minimizes disruption to the Company's key business activities caused by a major security incident or a natural disaster.

Scope

Business Continuity policy applies to following

- All Information Systems
- Operation teams and support personnel
- Senior management

Background

City of Madeira Beach continuously aims for the preservation of critical business operations and essential functions to deliver key products and services. This policy outlines how City of Madeira Beach ensures this continuity.

- This policy puts in place a structure and authority to ensure business resilience of operations and information systems.
- This policy puts in place a plan to manage business operations through the disaster period and the effort it will take to get back to normal operations
- This policy defines a disaster recovery plan containing a set of human, physical, technical, and procedural resources to return to a normal level of operation, within a defined time and cost, in case of an emergency or disaster.

Policy

City of Madeira Beach must establish, implement and maintain procedures for the continuity of operations and ensure the availability of information systems and resources during adverse conditions. As a result, the company must create a **contingency and recovery plan** which must

- Identify essential information systems and critical business functions that must operate normally or in a limited fashion despite a system disruption, compromise, or failure;
- List associated contingency requirements for each one of the identified systems.
- Provide recovery objectives, restoration priorities, and metrics for each system.
- Define roles, responsibilities, and assigned individuals with contact information for each system.
- Create procedures for obtaining access to sensitive data during other-than-normal or emergency conditions.
- Create an inventory of recovery documents and operation procedures for each system. The steps should contain
 - Assets impacted
 - Custodian
 - Backup procedures
 - Restoration procedures
 - Testing / Validation steps
 - Recovery time and recovery point objectives for each asset
 - Escalation structure during the disaster period
 - Communication steps
- The recovery steps must be in the following order of priority.
 - Critical operations during disaster
 - Minimal operations after recovery
 - Full recovery and normal operations

Reviewing and maintaining the plan

- The contingency plan must be reviewed at least annually.
- The contingency plan must be reviewed and approved by company management.
- After each review, the necessary changes must be applied to the plan
- Key personnel must be notified of the changes
- Distributing copies of the contingency plan to key contingency personnel.
- Asset custodians and data owners are required to be trained in their contingency roles and responsibilities for systems.

Testing the plan

- A contingency plan must be tested once per year
- The contingency plan test results are document
- Asset owners and custodians of the information systems are responsible for the testing of the plan.
- Asset owners and custodians of the information systems are responsible for making any corrective actions in the plan as a result of the test exercises.

Enforcement

Business Continuity policy is enforced by the Senior Management team along with information security team and in some cases the business operation teams such as IT support teams.



LAST UPDATE DATE 04-24-2025

OWNER JEFF LILLIBRIDGE

STATUS APPROVED

PASSWORD POLICY

Approval History

Version	Approved By	Approved On
1.0	Not Present	04-24-2025

Purpose

The purpose of the Password Policy is to outline procedures to securely manage passwords and ensure strong authentication mechanisms for all information management systems in City of Madeira Beach.

Scope

Password policy applies to the following:

- All Employees of City of Madeira Beach
- All Contractors of City of Madeira Beach
- All vendors / third-party/visitors
- All information systems
- All 3rd party applications

Background

Strong passwords for an application are the first line of defense against malicious actors. This policy is intended to define the rules of how City of Madeira Beach employees can maintain strong and secure passwords when using multi-factor authentication and also how all information systems can enforce best practices for strong passwords.

Policy

Password complexity and strength

- All passwords must be at least 8 characters, including upper case, lower case, number, and a special character.
- Passwords should not allow personal information such as birthdates, full names, or city of birth.
- Common patterns such as QWERY12345 should not be allowed.
- The last 5 passwords should not be recycled.

Password Rotation

- All system and user-level passwords should be rotated on at least a quarterly basis.
- If a credential is suspected of being compromised, the password in question should be rotated immediately, and the Engineering/Security team should be notified.

Recommended practices for secure password management

- All passwords are treated as confidential information and should not be shared with anyone. If you receive a request to share a password, immediately report to your manager or information security team.
- Do not write down passwords, store them in emails, electronic notes, or mobile devices, or share them over the phone.
- If you must store passwords electronically, do so with a password manager that has been approved by IT. If you genuinely must share a password, do so through a designated password manager or grant access to an application through a single sign-on provider.
- Do not use the 'Remember Password' feature of applications and web browsers.
- Avoid using the same password for multiple products or services.

Multifactor Authentication

- Multifactor authentication aims to provide added protection to systems beyond password authentication.
- All publicly accessible systems such as Google Workplace should be secured using a multifactor authentication method.
- Multifactor authentication can include password and token/device verification, password and email verify, password and MFA app verification, and password and SMS/text code verification, among other methods.

Password Failed Limits

- The purpose of password limits is to protect against dictionary attacks or password guessing attempts.
- A limit should place on the number of failed password entries to 5 wrong password entries on production systems.

Enforcement

Information security team and each employee is responsible and accountable for enforcing password policy requirements.



LAST UPDATE DATE 04-24-2025

OWNER JEFF LILLIBRIDGE

STATUS APPROVED

REMOTE ACCESS POLICY

Approval History

Version	Approved By	Approved On
1.0	Not Present	04-24-2025

Purpose

The purpose of the Remote Access Policy is to outline the rules and procedures for remote hosts to connect to City of Madeira Beach's corporate network.

Scope

Remote Access Policy applies to the following:

- All Remote Work (aka, Teleworking) Employees and Contractors of City of Madeira Beach.
- Organizations network
- Mobile computing devices
- Remote clients such as laptops, computers

Background

The objective is to secure remote work environments and prevent loss, damage, theft, or compromise of assets and interruption to the Company's operations. Accidental or intentional exposure of confidential data within a company's network by not following proper procedure to connect to it is a huge risk faced by information security teams today. Hackers and other bad actors frequently use vulnerabilities on personal devices and home networks to conduct massive hack attacks on the company's network.

Policy

This policy outlines all measures in place at City of Madeira Beach to minimize the exposure which results from such incidents.

The organization

- Documents allowed methods of remote access to the system;
- Establishes usage restrictions and implementation guidance for each allowed remote access method;
- Monitors for unauthorized remote access to the system;

- Authorizes remote access to the system before connection; and
- Enforces requirements for remote connections to the system.

Company IT security personnel are responsible for:

- Documenting allowed methods of remote access to the system;
- Establishing usage restrictions and implementation guidance for each allowed remote access method;
- Monitoring for unauthorized remote access to systems;
- Authorizing remote access to systems prior to connection;
- Enforcing requirements for remote connections to systems;
- Using cryptography to protect the confidentiality and integrity of remote access sessions;
- Automatically disconnecting remote access sessions after a period of inactivity; and
- Immediately deactivating vendor and business partner remote access when it is no longer needed.
- The Company authorizes remote users to connect to City of Madeira Beach information assets only if the following criteria for the remote system are met:
 - Software patch status is current; and
 - Anti-malware software is enabled and current.

Security shall be applied to off-site assets considering the different risks of working outside the organization's premises. City of Madeira Beach asset custodians and data owners are required to maintain strict control over the internal or external distribution of media, including the following:

- Classifying media per Data Classification & Handling Guidelines so the sensitivity of the data can be determined;
- Sending sensitive media by secured courier or other delivery methods that can be accurately tracked; and
- Ensure prior management approval for any media moved from a secured area (including when media is distributed to individuals).

Security requirements for remote hosts

- Remote hosts are configured as per the Configuration Management policy
- Remote hosts have all the latest security patches and antivirus installed
- Remote hosts have the latest and most updated endpoint protection software (e.g. malware scanner) installed
- Information stored on mobile computing equipment must be encrypted using hard drive full disk encryption.

VPN Access

- Access to an organization's network is only allowed via VPN which is maintained by the IT team
- VPN access is only granted by the IT team and requires user-level authentication and credentials to connect to the organization's network

Security Requirements for Teleworkers and their environment

- Employees must be specifically authorized for telework in writing by their hiring manager.
- Only the device's assigned owner is permitted to use remote nodes and mobile computing equipment. Unauthorized users (such as others living or working at the location where telework is performed) are not permitted to use such devices.
- Users performing telework are responsible for the appropriate configuration of the local network used for connecting to the Internet at their telework location.
- Users performing telework must protect the Company's intellectual property rights, either for software or other materials that are present on remote nodes and mobile computing equipment.

Enforcement

The information security team and IT Team staff are accountable for enforcing remote access policy requirements. Failure to adhere to this policy might lead to disciplinary actions.



LAST UPDATE DATE 04-18-2025

OWNER JEFF LILLIBRIDGE

STATUS APPROVED

ANTIVIRUS POLICY

Approval History

Version	Approved By	Approved On
1.0	Not Present	04-03-2025
2.0	Not Present	04-18-2025

Purpose

The Antivirus Policy aims to protect City of Madeira Beach systems from malware threats. It will be reviewed and updated annually or as required by changes in the threat landscape or regulatory requirements.

Scope

The Antivirus Policy applies to all hardware and software owned, managed, and/or utilized City of Madeira Beach, where technically feasible.

Background

New viruses are discovered almost every day. Therefore, it is necessary for organizations to adopt a standard approach to deploy anti-virus applications throughout their environment. The anti-virus solution or software should guard against malicious software or scripts by blocking or quarantining the malicious software that is identified, and alerting administrators that such action has taken place.

Policy

Antivirus Software Deployment

- All company-owned devices, including workstations, laptops, servers, and mobile devices, must have approved antivirus software installed and actively running.
- The antivirus software shall be centrally managed and monitored by the Managed Services Provider (MSP).

Updates and Scans

- Antivirus software must be configured to automatically update virus definitions at least daily.
- Full system scans must be scheduled to run at least weekly on all devices.
- Real-time scanning must be enabled on all devices to provide continuous protection.

User Responsibilities

- Users are prohibited from disabling or interfering with antivirus software operations.
- Users must report any suspicious files or potential infections to the MSP for further investigation.

Incident Response

- In the event of a detected threat, the antivirus software must automatically quarantine the suspicious file.
- The MSP shall investigate the potential threat to determine if there's been any impact to the organization.
- If necessary, activate the incident response plan and follow all required steps to respond to and neutralize the threat to the organization.

Removable Media

- All removable media (e.g., USB drives, external hard drives) must be scanned by the antivirus software before accessing any files.

Logging and Monitoring

- Antivirus logs must be collected and retained for a minimum of 12 months.
- The MSP shall review antivirus logs regularly for any patterns or indicators of compromise.

Compliance and Auditing

- Annual audits of antivirus deployment, configuration, and effectiveness must be conducted.
- Any devices found to be non-compliant with this policy must be immediately remediated or disconnected from the network.

Enforcement

This policy shall be enforced at all times. Any deviations from the policy require a documented written request and formal approval by Senior Management. Any employee found to have violated this policy may be subject to disciplinary action up to and including termination of employment.



LAST UPDATE DATE

04-24-2025

OWNER

JEFF LILLIBRIDGE

STATUS

APPROVED

PERSONNEL SECURITY POLICY

Approval History

Version	Approved By	Approved On
1.0	Not Present	04-24-2025

Purpose

To ensure that personnel security safeguards are applied to the access and use of information technology resources and data.

Scope

The (Company) Personnel Security and Awareness Training Policy apply to all individuals responsible for hiring, onboarding, offboarding, and training of personnel given access to (Company) Information Resources.

Background

Security personnel is expected to comply with a variety of methods designed to protect the companies they work for. Personnel security policy covers those methods that the organization employs to protect information systems from insider threats and malicious actors.

Policy

General

- For all roles within City of Madeira Beach, the hiring process should ensure the candidate has the necessary competence to perform the role and can be trusted to take on the role, especially for roles related to the use, management, or protection of information security.
- Information security responsibilities must be communicated to employees during the onboarding process.
- All employees must sign a Confidentiality/Non-Disclosure Agreement before being granted access to any information resource.
- Upon termination of employment, personnel must be reminded of confidentiality and non-disclosure requirements.
- City of Madeira Beach will provide all employees an anonymous process for reporting violations of information security policies or procedures.

Background Checks

- Background checks are required before employing City of Madeira Beach employees, regardless of whether a competitive recruitment process is used.
- Background checks may be required for employees who change positions in the company, obtaining more sensitive duties, as determined by Human Resources or the hiring manager.
- Background checks may be required for employees at any time after the employment start date, at the discretion of Human Resources or Executive Management.
- Contractors with access to **confidential information** must have a process for conducting background checks on applicable staff. An agreement must be put in place specifying the responsibilities for conducting background checks if a procedure is not currently being followed or in question.

Training and Awareness

- All new personnel must complete an approved **Security Awareness** training before or within 30 days of being granted access to any (Company) **Information Resources**.
- All personnel, including third parties and contractors, must be provided with relevant information security policies to allow them to protect adequately (Company) **Information Resources**.
- All personnel, including third parties and contractors, must acknowledge they have received and agree to adhere to the (Company) Information Security Policies before they are granted access to (Company) **Information Resources**.
- All personnel must complete the annual security awareness training.

Enforcement

Employees who violate this policy may be subject to appropriate disciplinary action up to and including discharge and civil and criminal penalties. Non-employees, including, without limitation, contractors, may be subject to termination of contractual agreements, denial of access to IT resources, and other actions, as well as both civil and criminal penalties.



July 9, 2025

Brad Richardson
Florida Department of Environmental Protection
Division of State Lands
3900 Commonwealth Blvd. MS 100
Tallahassee FL 32399

RE: CITY OF MADEIRA BEACH – MODIFYING A DEDICATION RESTRICTION
503 150th Ave – Follow-up to June 15, 2025 Letter

Dear Brad Richardson,

The City of Madeira Beach would like to request additional information on the process to review/obtain a modification of a dedication restriction for the possibility of alternate uses including the leasing of property (for retail and/or a restaurant) and/or the construction of a public works building/structure at:

City of Madeira Beach Municipal Marina

503 150th Ave

Parcels 4, 5, 6, 7 – as shown in enclosed documents

The City understands the entire property is designated (and currently used) for a marina public purpose as well as for a public works storage/shed area. Please advise on what additional information the City should provide and also some days/times to further discuss either over the phone or via a Teams or Zoom on-line conference call.

Thank you very much for your attention to the above.

Thank you again. Please contact me with any questions, comments, suggestions, etc.

CORDIALLY,

Robin I. Gomez, Madeira Beach City Manager



Memorandum

Meeting Details: February 12, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Public Works / Satellite Building Department Design

Background

The public works department is bringing a proposal to the Board of Commissioners for the design of a new public works facility that will incorporate a satellite office for the building department and the possibility of adding training facilities for the fire department. Currently the Public Works department is working out of a shed that was constructed over 20 years ago and is open to all elements and the mechanic and sanitation employees are housed off the island. The proposed new building will be 135ft by 55ft and will have a second story office and break area and multiple bays which will bring the mechanic back to the island and allow us to downsize on rental space.

The proposal for engineering services is broken down into two tasks. Task one covers all geotechnical investigation which includes boring samples to check the soil type for which foundation will be needed. Task two covers all construction documents, permitting services, Construction administration services, and project certifications. Items that will not be covered by task two are Boundary and topographic survey, traffic studies, design of roadway improvements, Lift station design, FDOT permitting, and public hearings.

Fiscal Impact

The fiscal impact for the engineering services is \$62,050.00. Between the Public Works Department and the building department FY25 has \$1.5 million budgeted towards the design and construction of the new facility.

Recommendation(s)

Staff recommends the Board of Commissioners approve the engineering proposal with Pennoni for the Public Works building in the amount of \$62,050.00.

Attachments

- Pennoni Proposal
- Site location with proposed building size

Dane

FOURNIER AND CONNOLLY, P.A.
ATTORNEYS AT LAW

ROBERT M. FOURNIER*
MICHAEL A. CONNOLLY*
SARAH E. WARREN*
WHITNEY C. COYNE

SUITE 700
1 SOUTH SCHOOL AVENUE
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TELEPHONE (941) 906-1199
FAX (941) 906-1890

KELLIE MADONNA, PARALEGAL

*BOARD CERTIFIED CITY COUNTY
LOCAL GOVERNMENTAL LAW

April 20, 2006

Paula Cohen
Community Development Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708

RE: Municipal Marina



Dear Paula:

Pursuant to your email of April 19, 2006, I have reviewed the legal descriptions and sketch submitted by Gulfcoast Survey Associates. I will address herein each of the parcels and attempt to resolve each of the questions you have previously raised.

Parcel 1 references a document in the Official Records of Pinellas County in O.R. Book 1356 at Page 313. I do not have a copy of this document. Consequently, I am unable to indicate any permitted or prohibited uses on this parcel of property. Please provide me a copy of this document.

Parcel 2 is a parcel of property containing approximately 2.4 acres described in the deed from the Trustees of the Internal Improvement Trust Fund to the City of Madeira Beach dated October 24, 1952. The deed is recorded in the Official Records of Pinellas County in O.R. Book 12638 at Page 1328. This deed prohibits the City from selling, conveying or leasing Parcel 2, or any part thereof, to any private person, firm or corporation for any private use or purpose. The deed requires that Parcel 2 be used solely for public purposes.

Can the City lease wet slips to a boat club for recreational boat rentals within Parcel 2? I believe the answer is no.

Can the City lease any portion of Parcel 2 to a boat club entity for office space regarding recreational boat rentals? I believe the answer is no.

Can the City lease any portion of Parcel 2 for a restaurant? I believe the answer is no.

Can the City allow any commercial fishing boats or commercial charters of any type at City wet slips within Parcel 2? I believe the answer is yes. The City may, however, want to

obtain the approval of the Trustees so as to remove any risk of the property reverting to the Trustees.

Parcel 3 is a piece of property containing approximately 23,640 square feet described in the Sovereignty Submerged Lands Lease Renewal dated March 25, 2003. The Lease Renewal is recorded in the Official Records of Pinellas County in O.R. Book 12638 at Page 1317. The Lease Renewal authorizes the City to operate an existing 93-slip municipal docking facility exclusively to be used for mooring of non-commercial recreational vehicles in conjunction with an upland marina with fueling facilities and a sewage pump out facility. The Lease Renewal prohibits any change in use of the marina without obtaining a regulatory permit. The Lease Renewal prohibits any restaurant or dining activities within Parcel 3. The Lease Renewal prohibits any gambling ship within Parcel 3. The Lease Renewal mandates that at least 90 percent of the slips within Parcel 3 be available to the general public on a first come, first served basis.

Can the City lease wet slips to a boat club for recreational boat rentals within Parcel 3? I believe the answer is a resounding no.

Can the City lease any office space within Parcel 3 to a boat club entity for recreational boat rentals? Parcel 3 appears to be submerged lands. As such, I presume office space would not be constructed within this parcel. Nonetheless, it appears office space use would be inconsistent with the restrictions applicable to Parcel 3.

Can the City lease any portion of Parcel 3 for a restaurant use? The answer is clearly no.

Can the City have any commercial fishing boats or commercial charters of any type at the City's wet slips within Parcel 3? Once again, I think the answer is a resounding no.

Parcel 4 is the dedication from the Trustees of the Internal Improvement Trust Fund to the City dated December 4, 1975. The dedication is recorded in the Official Records of Pinellas County at O.R. Book 12638 at Page 1326. The dedication deals with a 0.206 acre parcel of property. The dedication indicates that the property is dedicated for municipal marina purposes.

Can the City lease wet slips to a boat club for recreational boat rentals within Parcel 4? I believe the answer is yes. The City may, however, want to obtain the approval of the Trustees so as to remove any risk of the property reverting to the Trustees.

Can the City lease any office space within Parcel 4 to a boat club entity for recreational boat rentals? I think the answer is yes. The City may, however, want to obtain the approval of the Trustees so as to remove any risk of the property reverting to the Trustees.

Can the City lease any portion of Parcel 4 for a restaurant? I think the answer is probably no. I doubt a restaurant would be considered a municipal marina purpose.

Can the City allow commercial fishing boats or commercial charters of any type at City wet slips within Parcel 4? I think the answer is yes. The City may, however, want to obtain the approval of the Trustees so as to remove any risk of the property reverting to the Trustees.

Parcels 5, 6 and 7 are all included within the warranty deed dated November 9, 1953 from Mr. and Mrs. Werschlin to the City. This deed is recorded in the Official Records of Pinellas County in Deed Book 1454 at Page 387. The City owns unencumbered fee simple title. The only use restriction in this deed applies to Parcel 7 on the sketch. As to Parcel 7, five feet each side and abutting the southwesterly boundary line is restricted against buildings of all kinds. I presume this refers to the boundary line between Parcel 7 and Parcel 6 as described in the Gulfcoast sketch.

Can the City lease wet slips to a boat club for recreational boat rentals within Parcel 7? I believe the answer would be yes if any portion of Parcel 7 was within the water. It appears, however, that Parcel 7 is totally a land parcel. As to Parcels 5 and 6, again there are no restrictions to prohibit wet slips. It appears, however, that these parcels are totally land parcels.

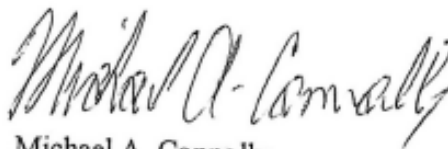
Can the City lease any office space within Parcels 5, 6 and 7 to a boat club entity for recreational boat rentals? I think the answer is yes, so long as there are no buildings within the southwesterly five feet of Parcel 7.

Can the City lease any portion of Parcels 5, 6 and 7 for a restaurant? I think the answer is yes, so long as there are no buildings within the southwesterly five feet of Parcel 7.

Can the City have any commercial fishing boats or commercial charters of any type at wet slips within Parcels 5, 6 and 7? Again, it appears these parcels are totally land parcels. There are, however, no restrictions in the deed which would prohibit such use.

I hope this correspondence answers the previously raised questions with regard to the permitted and prohibited uses on the marina property. Please let me know if you need any additional information or assistance with regard to this matter.

Sincerely,

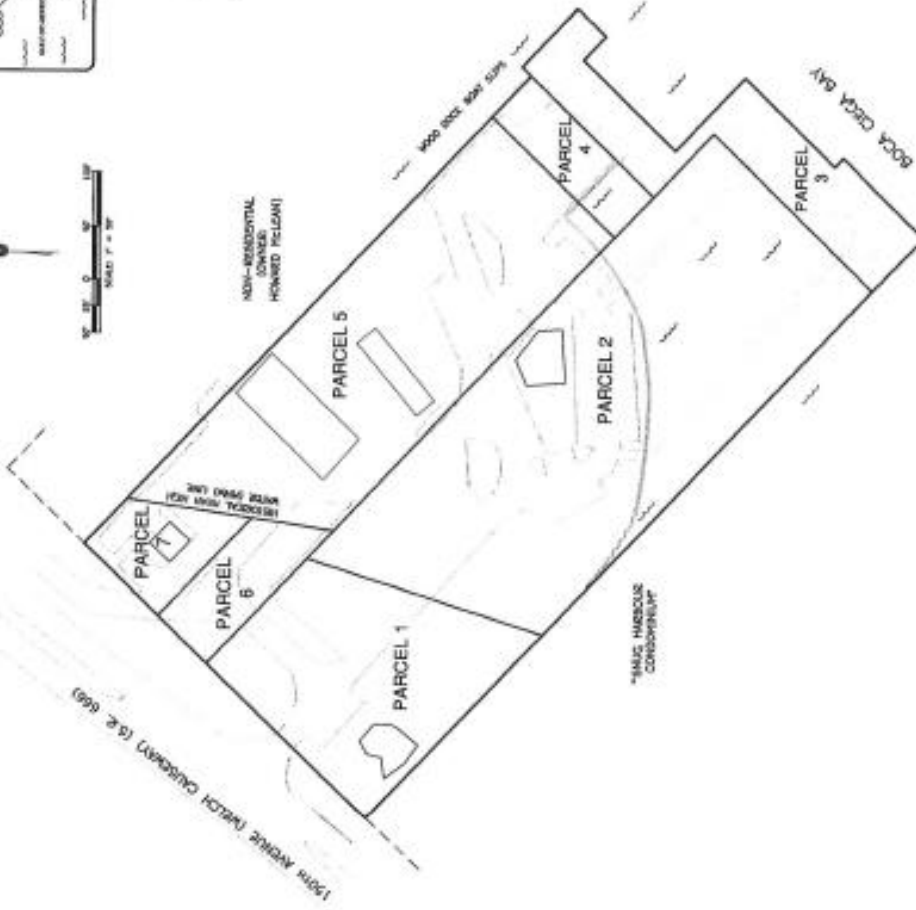


Michael A. Connolly
City Attorney
City of Madeira Beach

MAC fjl

cc: Jill Silverboard, City Manager

LOCATION: TIGER MOUNTAIN



PARTIAL

PAGE 2

PLANTAS 3

FIGURE 4

PARCEL 5
 PARCEL 5 HAS A WOODEN FENCELINE & VERTICAL SIGN ON WEST SIDE OF THE

PURCHASE

PARALL

[illegible]



January 14, 2025

MDBCH25001P

City of Madeira Beach

Attn: Megan Wepfer
Public Works Director
505 150th Avenue
Madeira Beach, FL 33708

**RE: Public Works Facility
Madeira Beach, FL**

Dear Ms. Wepfer:

Pennoni Associates Inc. (Pennoni) is pleased to present this proposal to The City of Madeira Beach to provide professional engineering services for the design of a new public works facility within the +/- 5.74 Acre parcel located at 505 150th Ave, within the city of Madeira Beach. It is our understanding that the proposed project will consist of the construction of a +/- 7,500 sf Public Works Building and fire support structure, and supporting site improvements. Based on current Zoning and Land Use Information, the property is Zoned Marine Commercial (C-4) with a future land use designation of Planned Development Mixed Use. Based on FEMA Flood Map Information, the property is within the Coastal Floodplain Zone AE11.

We are providing this proposal for engineering services. Our scope is as follows:

TASK 1 – GEOTECHNICAL INVESTIGATION

The purpose of our geotechnical study is to obtain information on the general subsurface soil conditions at the project site. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items will be formulated:

- Identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations.
- General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction.
- Allowable capacities and estimated foundation settlement for shallow foundations supporting the structure.
- General geotechnical recommendations for the proposed construction.

The following services will be performed:

- Site reconnaissance and stake boring locations.
- Request utility location services from Sunshine811.
- Coordinate GPR utility clearing services.
- Perform a total of six (6) Standard Penetration Test (SPT) borings at the project site. Samples will be collected, and Standard Penetration Test resistances measured continuously for the top ten feet and at approximate intervals of five feet, thereafter. SPT borings will be performed as follows:
 - Three (3) SPT borings will be performed to a depth of 10 feet below the existing ground surface within the pavement improvement areas.
 - Three (3) SPT borings will be performed to a depth of 30 feet below existing ground surface within the building footprint.

- Visually classify and stratify soil samples in the laboratory and conduct a laboratory testing program as needed to verify soil classifications.
- Report the results of the field exploration and engineering analysis. The results of the subsurface exploration will be presented in a written report signed and sealed by a professional engineer specializing in geotechnical engineering.

TASK 2 – CIVIL ENGINEERING

A. Construction Documents

Using the owner provided boundary and topographic survey, and conceptual site plan in CAD format, we will prepare Construction Documents coordinated with the design team. The site elements such as building envelope, sidewalks, driveways, parking, utilities, and pedestrian access outside of the building envelopes will be documented.

1. We anticipate the construction documents will include the following:

- Existing Conditions Plan
- Demolition Plan
- Site Plans
- Grading Plans
- Utility Plans
- Landscape Plans (Code Compliant)
- Landscape Details (Code Compliant)
- Stormwater Management Design and Details
- Construction Details

2. We will notify the surrounding utility companies of the proposed project and request locations, conflict information, comments, and details on their existing utilities and service to the Site in attempt to avoid conflicts.

NOTE: Please be advised that a state law in association with Sunshine State One Call of Florida allows utility companies to charge service fees for providing utility location information inside public rights-of-way and/or easements. These fees cover services such as meetings with engineers, site visits to flag utilities in the field, reviewing and marking up plans to depict the location of their facilities, etc., which are necessary to facilitate the design and construction of improvements within rights-of-way and/or easements. As an Associate Member of the Sunshine State One Call of Florida, and as your engineering consultant, we may incur these costs associated with your Project, and if so, we will include them on our invoices to the Client as a direct reimbursable cost.)

3. We will coordinate with the lighting designer to identify the location of the lighting fixtures and prepare a photometrics plan compliant with the governing municipalities ordinance. We will coordinate with the MEP engineer to power service to the fixtures through the site, terminating at the building.
4. We anticipate attending up to four (4) virtual calls/meetings to coordinate the site aspects of the project with the design.

B. Permitting Services

1. We will prepare schematic exhibits for and attend a Pre-Application meeting with the Southwest Florida Watershed Management District (SWFWMD) to review the Project Site and to discuss the stormwater management permit requirements for this Project.

2. We will prepare the required applications and submissions to the SWFWMD with supporting stormwater management design calculations for the proposed improvements. An ERP exemption approval is anticipated since building impervious area will be replacing ground level impervious area.
3. We will prepare the required permit applications and submissions to the City of Madeira Beach TRC depicting a code compliant design of the site improvements.
4. We will attend up to two (2) design review meetings/calls with the City to review status of site civil engineering plans and discuss any changes or revisions requested.
5. Payment of review fees, impact fees, soils testing, environmental/ecological surveys, platting, and other subconsultants, and other costs not included in this proposal are the Client's/Owner's responsibility.

C. Construction Administration Services

The effort necessary during construction is dependent on the abilities and judgments of the construction manager and contractors. Thus, we are providing a fee based on assumed hours for some tasks and a construction period of up to six months.

1. We will review shop drawings, checking for conformance with the design of the project and compliance with the information given in the construction documents.
2. We will respond to requests for information (RFI's) from the Construction Manager to clarify the scope of work during construction and to convey design intent.
3. We will make visits to the site during construction of site work components and at such other times as requested to review construction progress, to coordinate site work with other requirements of the project, and to attend construction meetings. We are including up to four site visits in this proposal.
4. We will prepare a "punch list" when the construction is substantially complete and follow up with a second visit to review the completed punch list items.
5. Using the as-built files provided by the Contractor, we will prepare the Project Close Out Submittal.

D. Project Certifications

1. Once construction is deemed sufficiently complete Pennoni will prepare and submit a "Statement of Completion and Request to Transfer to Operation" for the stormwater management ponds. The form will be submitted with the contractor provided As-Built Drawings to the SWFWMD and The City of Madeira Beach if necessary. Please note that any deviations from the approved construction plans (notwithstanding the opinions of inspectors, local approval, etc.) such as pipe slope, retention pond size, elevation differences, and contractor exclusions (geotechnical engineering and testing requirements on the plans) which call into question the capacity of the system(s) could require Additional Services by Pennoni to resolve same and/or Client's indemnification of Pennoni.

Civil Engineering Scope Exclusions

The following services are not included in the scope of this proposal. If any of the services below is needed, we can provide a separate design proposal for the requested scope.

- Boundary and Topographic Survey
- Traffic Studies
- Design of Public Roadway Improvements
- Lift Station and/or Utility Main Extension Design
- FDOT Permitting
- Public Hearings

FEE

Pennoni will complete the professional services in the Scope of Services for the fee of:

TASK 1 – GEOTECHNICAL INVESTIGATION	\$11,800
TASK 2 – CIVIL ENGINEERING SERVICES	
A. Construction Documents	\$28,750
B. Permitting	\$ 9,500
C. Construction Administration Services	\$ 8,500
D. Project Certifications	\$ 3,500
Task 2 Total: \$50,250	

PROJECT TOTAL: \$62,050

All fees are considered to be Lump Sum unless otherwise noted.

Any services performed by Pennoni for this Project which are not specifically included in the above Scope of Services are Additional Services and we will provide a proposal for the additional work.

BILLING AND PAYMENT

An invoice for professional services completed will be presented for payment on a monthly basis. Invoices are due upon receipt. The Client acknowledges that the method of billing and payment has been discussed in detail, that the terms agreed upon can only be changed by a written addendum agreed to by both parties, and that work may be stopped until payment is made in accordance with the agreement. Payments to Pennoni shall be made no later than 15 days after the Client is paid by the Owner under the Prime Agreement. The Client shall exert reasonable and diligent efforts to collect prompt payment from the Owner.

TERMS AND CONDITIONS

A. GENERAL

1. Pennoni Associates Inc. General Terms and Conditions (Form LE01FL 01/2018) are attached hereto and are considered as part of the Scope of Services. The Client indicates by the execution of this proposal that they have reviewed and understand the General Terms and Conditions.

B. CIVIL/SITE

1. The lump sum fees of this proposal are for providing the specific services described within the Scope of Services. Any services provided by Pennoni Associates Inc. for this project which are not specifically included in the above Scope of Services are additional services and will be billed as such in addition to the above-stated lump sum fees.
2. Pennoni Associates Inc. does not guarantee approvals as these are often subject to circumstances beyond our control. Our fees are due and payable regardless of ultimate approval.
3. Based on available documentation and online data no wetlands are present within the site, and delineation of wetlands is not included within this scope of services. If wetland delineation becomes necessary, we will provide a separate proposal for that service.
4. This proposal assumes that Zoning Variance approvals are not required for the site. If these permits become necessary, we will provide a separate proposal for those services.
5. This proposal assumes that utilities are available adjacent to the site, and design of a lift station is not expected. If utility extensions or lift station designs are required, we will provide a separate proposal for those services.
6. Design of Public Roadway improvements and Traffic Studies are not included within this scope of services.

Pursuant to 558.0035 F.S., an individual employee or agent of Pennoni Associates, Inc. cannot be held individually liable for damages resulting from negligence occurring within the course and scope of this professional services contract or the performance of professional services hereunder, by signing this agreement, you have accepted this limitation of liability.

Thank you for the opportunity to provide these professional services for this exciting project. If this proposal is acceptable, please sign and return this proposal as our Notice-to-Proceed. If you have any questions, or if you would like to discuss any of the above, please contact please contact me at 727-325-1257

Sincerely,
PENNONI



Brian M. Diehl, PE
Regional Vice President



Jason Sheridan, PE
Civil/Site Division Manager

Accepted By:

(Authorized Representative of the Client)

(Print Name & Title)

(Date)

U:\Accounts\MDBCH\PROPOSALS\MDBCH25001P - Madeira Beach Public Works Bldg\01 MGMT_Scope & Fee\MDBCH25001P - Madeira Beach Public Works Building.Docx



PENNONI ASSOCIATES Item 7G.
GENERAL TERMS & CONDITIONS
MDBCH25001P

1. Unless withdrawn sooner, proposals are valid for thirty (30) days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. ("Pennoni") or any Pennoni subsidiary or affiliate. Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, then the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.
4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.
5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Pennoni are instruments of Pennoni's services, and as such are and shall remain Pennoni's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Pennoni's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Pennoni from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. The proposed fees and schedule constitute Pennoni's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually.
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.
9. Client's termination of this Agreement will not be effective unless Client gives Pennoni seven (7) days prior written notice with accompanying reasons and details, and affords Pennoni an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation.
10. Pennoni will maintain at its own expense Workman's Compensation insurance, Commercial General Liability insurance, and Professional Liability insurance.
11. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.

12. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory agency, and Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements, but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements. Item 7G.
13. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.

14. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.

IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.

15. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
16. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
17. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
18. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.
19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
21. Client and Pennoni waive consequential damages arising out of this Agreement.
22. This Agreement shall be governed by the laws of the State of Florida.
23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.



City of Madeira
Beach Public Works

150th Ave



June 17, 2025

Brad Richardson
Florida Department of Environmental Protection
Division of State Lands
3900 Commonwealth Blvd. MS 100
Tallahassee FL 32399

RE: CITY OF MADEIRA BEACH – MODIFYING A DEDICATION RESTRICTION
503 150th Ave

Dear Brad Richardson,

The City of Madeira Beach would like to request additional information on the process to review/obtain a modification of a dedication restriction for the possibility of alternate uses including the leasing of property (for retail and/or a restaurant) and/or the construction of a public works building/structure at:

City of Madeira Beach Municipal Marina

503 150th Ave

Parcels 4, 5, 6, 7 – as shown in enclosed documents

The City understands the entire property is designated (and currently used) for a marina public purpose as well as for a public works storage/shed area. Please advise on what additional information the City should provide and also some days/times to further discuss either over the phone or via a Teams or Zoom on-line conference call.

Thank you very much for your attention to the above.

Thank you again. Please contact me with any questions, comments, suggestions, etc.

CORDIALLY,

A handwritten signature in black ink, appearing to read "Robin I. Gomez".

Robin I. Gomez, Madeira Beach City Manager

MEMORANDUM

TO: City Commission

FROM: Robin I. Gomez, City Manager

DATE: July 23, 2025

RE: America 250 – July 4, 2026 – City Participation

Background

July 4, 2026, will be the US' 250th anniversary of the signing of the Declaration of Independence. All governments have been encouraged to recognize the very special date with a variety of possible events, activities, displays, meetings, etc., as evidenced in the below internet sites discussing, promoting, and recognizing the date.

Discussion

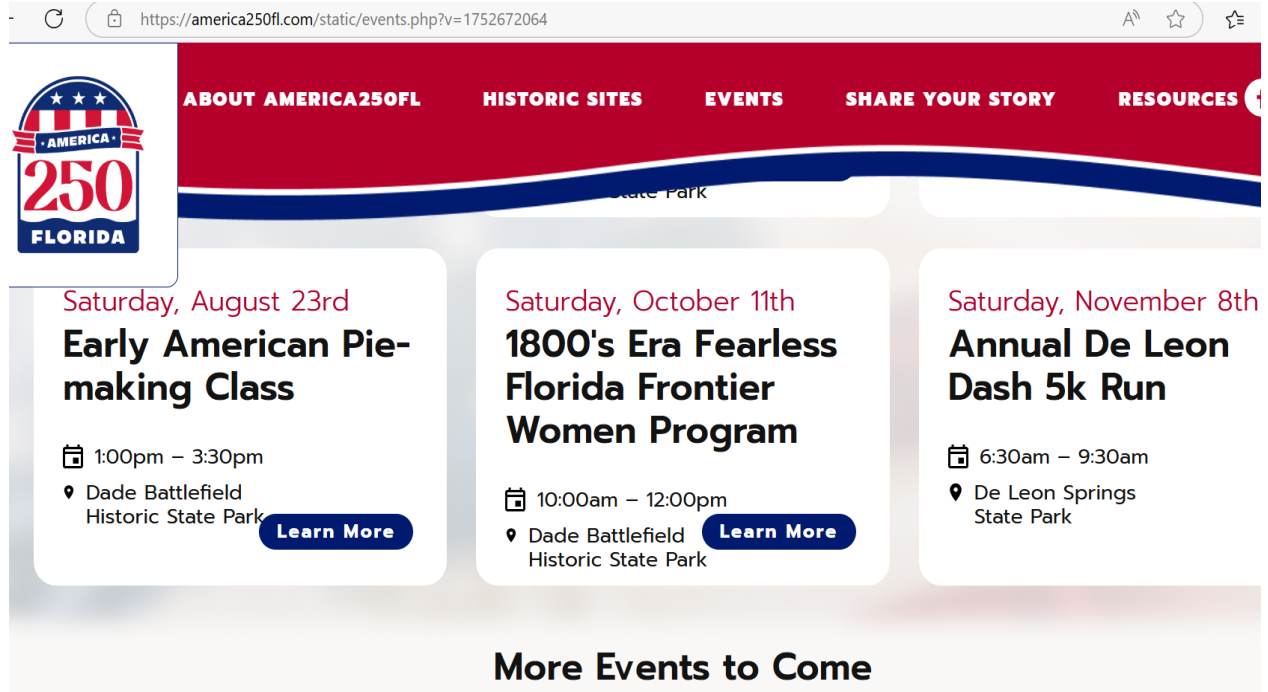
As we continue preparing and finalizing our FY 2026 budget, the following information on a few ideas of what the City could research and participate in to host an event/exhibit, partner with other organizations, promote the date, etc.,:

- a. Develop a budget for certain activities, events, exhibits, etc., such as: a larger Fireworks show on Saturday, July 4, 2026 (perhaps we partner with neighboring beach cities for a combined fireworks display-use barges to launch fireworks on the Gulf); host a historical/informational exhibit (perhaps in partnership with the Gulf Beaches Public Library) at City Hall or the GBPL, etc ?
- b. Research the State's Semiquincentennial Advisory Commission webpage for information, getting involved, events, etc: <https://america250fl.com/>
- c. Create a logo for the City to use?
- d. Websites to research, likely add links to them from our website:
 - a. America250.org
 - b. America250fl.com
 - c. whitehouse.gov/america250/

From the **America250.org** website:

America250's mission is to celebrate and commemorate the 250th anniversary of the signing of the Declaration of Independence, marking America's Semiquincentennial. We aim to inspire our fellow Americans to reflect on our past, strengthen our love of country, and renew our commitment to the ideals of democracy through programs that educate, engage, and unite us as a nation. America250 will foster shared experiences that spark imagination, showcase the rich tapestry of our American stories, inspire service in our communities, honor the enduring strength, and celebrate the resilience of the United States of America.

From the **America250fl.com** website:



The screenshot shows the America250fl.com website. The browser address bar displays the URL: https://america250fl.com/static/events.php?v=1752672064. The website features a red header with navigation links: ABOUT AMERICA250FL, HISTORIC SITES, EVENTS, SHARE YOUR STORY, and RESOURCES. On the left, there is a logo for "AMERICA 250 FLORIDA". The main content area lists three events:

- Early American Pie-making Class**
Saturday, August 23rd
1:00pm – 3:30pm
Dade Battlefield Historic State Park
[Learn More](#)
- 1800's Era Fearless Florida Frontier Women Program**
Saturday, October 11th
10:00am – 12:00pm
Dade Battlefield Historic State Park
[Learn More](#)
- Annual De Leon Dash 5k Run**
Saturday, November 8th
6:30am – 9:30am
De Leon Springs State Park
[Learn More](#)

At the bottom, a section titled "More Events to Come" is visible.

MEMORANDUM

TO: City Commission
FROM: Robin I. Gomez, City Manager
DATE: July 23, 2025
RE: Potential Property Purchase – 50 153rd Ave

Background

City and property owner, Engaging Heaven Ministries, have entered into a tentative agreement for the City to purchase/acquire the parcels identified below with an address of 50 153rd Ave for the purposes of building a Public Works Building/Facility to relocate the PW yard at the City's Marina location.

Discussion

Purchase Details:

- Purchase incorporates the three (3) enclosed/listed parcels totaling approximately 0.71 acres, 30,836 square feet
- City has obtained 1 of 2 required appraisals – property owner obtained their own independent appraisal
- Pending Commission direction, City would obtain the required 2nd appraisal over the next week
- Currently, the City has an approved design services work order for an approximate 7,500 square feet Public Works facility to be built at the City Marina location. Depending on the Commission's direction, location of said building would change to this locale
- Current purchase price of \$4,600,000.00. City would fund with undesignated reserves, a loan from the Parking Fund, and the possibility of grant-funding

3 PARCELS at corner of 153rd Ave E and 1st St:

(1) 15,168 SF 0.34 acres

Parcel Summary (as of 17-Sep-2024) ^

Parcel Number
09-31-15-00000-240-0600

Owner Name
ENGAGING HEAVEN MINISTRIES INC

Property Use
7153 Church, Church School, Church Owned Building (Parsonage code 0110), Salvation Army, Missions

Site Address
**50 153RD AVE
MADEIRA BEACH, FL 33708**

Mailing Address
**7276 ISLAMORADA CIR
SEMINOLE, FL 33777-3827**

Legal Description
PART OF N 1/2 OF SEC 09-31-15 DESC AS LYING WITHIN GOVT LOT 1 BEG MOST N'LY COR OF BLK 4, LOT 8 OF LONE PALM BEACH TH N40D21'E 136.94FT TH CUR LT RAD ...

[More](#)

Current Tax District
MADEIRA BEACH (MB)

Year Built
1973

Parcel Map ^

(2) 10,620 SF 0.24 acres

Parcel Number

09-31-15-52614-004-0140

Owner Name

ENGAGING HEAVEN MINISTRIES INC

Property Use

4190 Industrial Not Classified Elsewhere

Site Address

**15350 1ST ST E
MADEIRA BEACH, FL 33708**

Mailing Address

**50 153RD AVE
MADEIRA BEACH, FL 33708-1809**

Legal Description

**LONE PALM BEACH 5TH ADD BLK 4, LOTS 14 & 15 LESS THAT PART
OF SD LOT 14 DESC AS BEG MOST E'LY COR OF SD LOT 14 TH CUR
RT RAD 560FT ARC 37.03FT CB ...**

[More](#)

Current Tax District

MADEIRA BEACH (MB)

Year Built

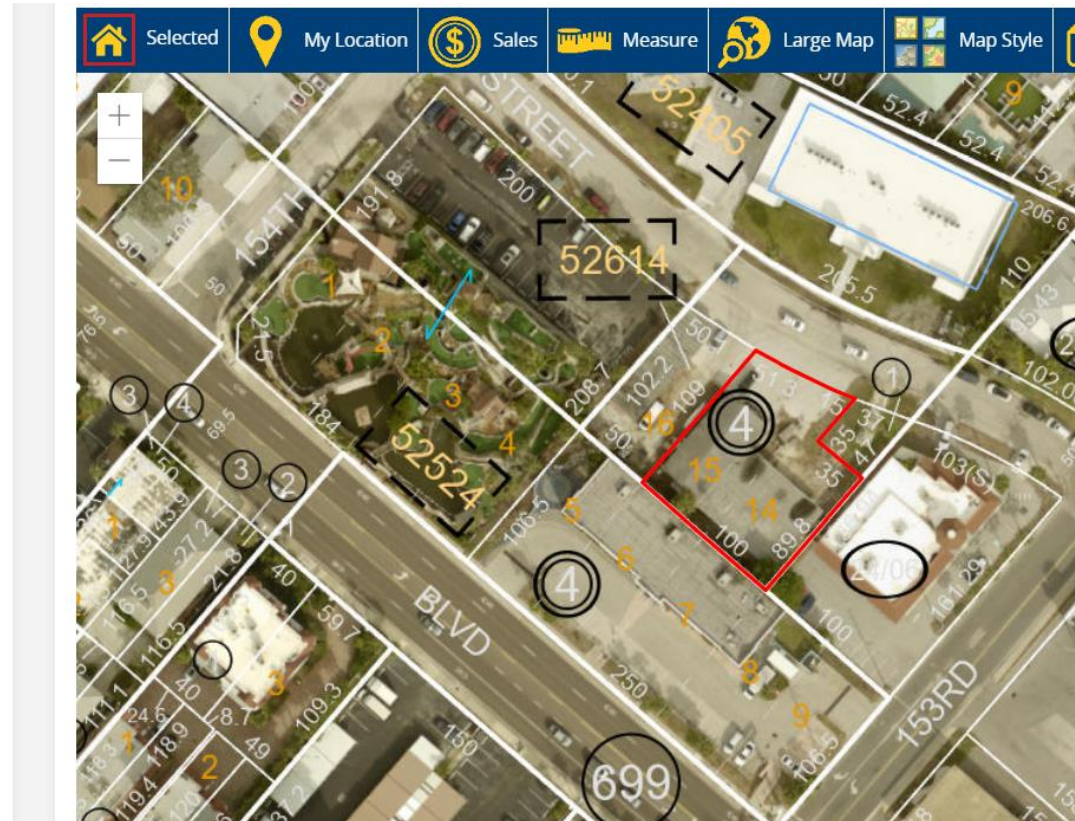
1960

Heated SF
3,624

Gross SF
4,632

Living Units
0

Buildings
1



(3) 5,057 SF 0.11 acres

Parcel Number
09-31-15-52614-004-0160

Owner Name
ENGAGING HEAVEN MINISTRIES INC

Property Use
4190 Industrial Not Classified Elsewhere

Site Address
**15350 1ST ST E
MADEIRA BEACH, FL 33708**

Mailing Address
**50 153RD AVE
MADEIRA BEACH, FL 33708-1809**

Legal Description
LONE PALM BEACH 5TH ADD BLK 4, LOT 16

Current Tax District
MADEIRA BEACH (MB)

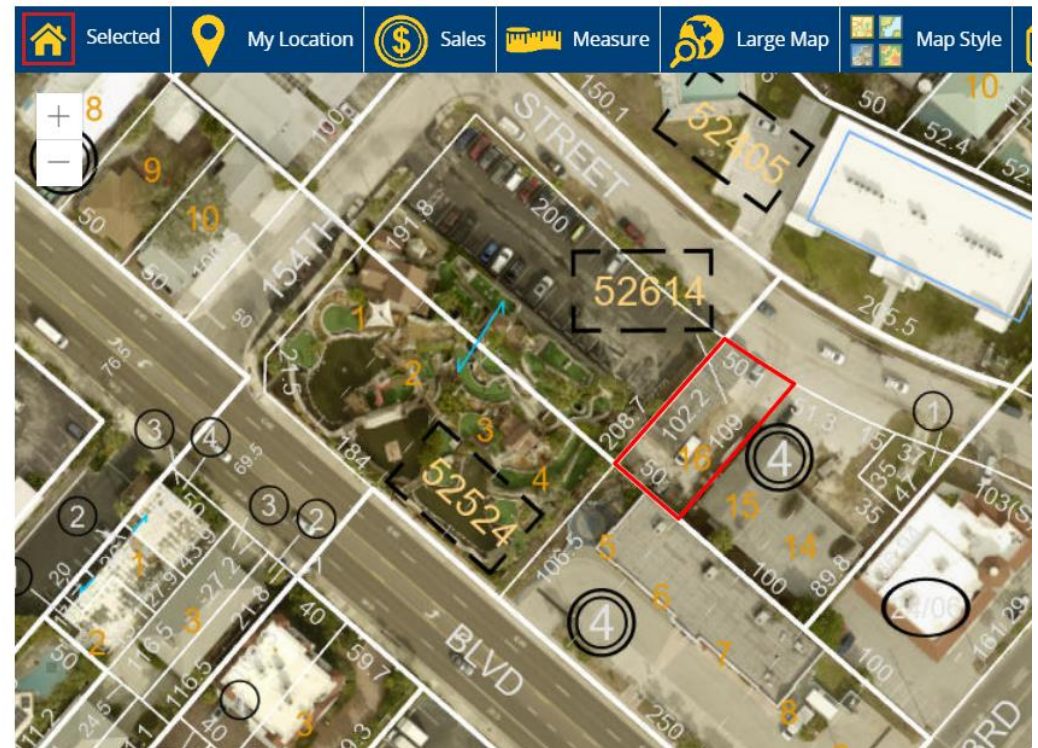
Year Built
1960

Heated SF
1,628

Gross SF
1,628

Living Units
0

Buildings
1





Memorandum

Meeting Details: February 12, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Public Works / Satellite Building Department Design

Background

The public works department is bringing a proposal to the Board of Commissioners for the design of a new public works facility that will incorporate a satellite office for the building department and the possibility of adding training facilities for the fire department. Currently the Public Works department is working out of a shed that was constructed over 20 years ago and is open to all elements and the mechanic and sanitation employees are housed off the island. The proposed new building will be 135ft by 55ft and will have a second story office and break area and multiple bays which will bring the mechanic back to the island and allow us to downsize on rental space.

The proposal for engineering services is broken down into two tasks. Task one covers all geotechnical investigation which includes boring samples to check the soil type for which foundation will be needed. Task two covers all construction documents, permitting services, Construction administration services, and project certifications. Items that will not be covered by task two are Boundary and topographic survey, traffic studies, design of roadway improvements, Lift station design, FDOT permitting, and public hearings.

Fiscal Impact

The fiscal impact for the engineering services is \$62,050.00. Between the Public Works Department and the building department FY25 has \$1.5 million budgeted towards the design and construction of the new facility.

Recommendation(s)

Staff recommends the Board of Commissioners approve the engineering proposal with Pennoni for the Public Works building in the amount of \$62,050.00.

Attachments

- Pennoni Proposal
- Site location with proposed building size

RESTRICTED APPRAISAL

**50 153RD AVENUE &
15350 1ST STREET EAST
MADEIRA BEACH, FL 33708**



PREPARED FOR:

**City of Madeira
c/o Ms. Megan Wepfer
50 153rd Avenue
Madeira Beach, FL 33708**



www.pinellascommercialappraisers.com

(727)-306-5896

October 7, 2024

City of Madeira
c/o Ms. Megan Wepfer
50 153rd Avenue &
15350 1ST Street East
Madeira Beach, FL 33708

Re: 50 153rd Avenue & 15350 1st Street East
Madeira Beach, FL 33708
Our File No. 20567593

Dear Ms. Wepfer,

Pursuant to your request, we have prepared an opinion of the market value of the fee simple estate of the aggregate subject property, which is situated on the southwest corner of 153rd Avenue and 1st Street East, City of Madeira, Pinellas County, State of Florida. The subject property is designated on the Pinellas County tax maps as APN: 39-31-15-00000-240-0600, 09-31-15-52614-004-0160 & 09-31-15-52614-004-0140.

The aggregate subject property is comprised of three contiguous parcels forming a corner irregular-shaped parcel of C-3-zoned land containing 30,836± square feet of land area (0.71 acre), improved with three (3) one-story on slab buildings, containing a total of 12,494± square feet of above grade gross building area, utilized as a religious facility with storage. At the time of inspection, the subject was fully occupied by a single-tenant and was in average overall condition with limited on-site parking and a land to building ratio of 2.47:1.00. We have considered that an alternative use for the subject property is office use with storage.

The subject property is owned by Engaging Heaven Ministries, Inc, who acquired the property on December 22, 2022 (50 153rd Avenue) for a recorded price of \$1,000,000.00 and on September 26, 2023 (15350 1st Street East) for a recorded price of \$2,300,000.00; there have been no other arm's length transfers of the subject property in the prior five years. Our valuation date is September 25, 2024, the date we inspected the property. The subject is reportedly not currently under contract of sale nor is it actively undergoing marketing for sale, to the best of our knowledge.

RELIANT VALUATIONS
REAL ESTATE APPRAISERS AND CONSULTANTS

City of Madeira
Page 2
October 7, 2024

We are unaware of any easements or encroachments that have a substantial impact on the subject property. However, we have not been provided with a title report, and in the event such a report detailed the existence of an otherwise unknown easement, encroachment or encumbrance, the value conclusion contained herein may be subject to change.

The intended use of the appraisal is expressly for market valuation purposes, with regards to assisting our client with internal asset management, and the intended user of this report is the City of Madeira. *This report may not be utilized by any other client or for any other use without express written permission from the appraiser; we are not responsible for unauthorized use of this report.*

In our valuation of the subject property, sole consideration was placed on the sales comparison approach; the cost and income capitalization approaches were deemed to be not applicable herein.

We are of the opinion that the market value of the fee simple estate of the subject property as of September 25, 2024, was:

TWO MILLION FIVE HUNDRED SIXTY THOUSAND DOLLARS
(\$2,560,000.00)

Very truly yours,



Brian C. Donegan
Practicing Affiliate, Appraisal Institute
State Certified General Real Estate Appraiser
Florida Certificate #RZ4527

CERTIFICATION

I, Brian C. Donegan, certify to the best of my knowledge and belief:

THAT, the statements of fact contained in this report are true and correct;

THAT, the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions and conclusions;

THAT, I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved;

THAT, I have not performed any services regarding the subject property within the three year period immediately preceding the effective date of this assignment, as an appraiser(s) or in any other capacity;

THAT, I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;

THAT, my engagement in this assignment was not contingent upon developing or reporting predetermined results;

THAT, my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal;

THAT, my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice (USPAP)*;

THAT, I have not made a personal inspection of the property that is the subject of this report;

THAT, no one provided significant real property appraisal assistance to the person(s) signing this certification;

THAT, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;

THAT, the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;

THAT, as of the date of this report, Brian C. Donegan has completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.

DATE: October 7, 2024



Brian C. Donegan
Practicing Affiliate, Appraisal Institute
State Certified General Real Estate Appraiser
Florida Certificate #RZ4527

EXPOSURE TIME

Exposure time is generally defined as 1) The time a property remains on the market. 2) The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; Comment Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.”¹

The aggregate subject property consists of a conveniently located religious facility with storage in average overall condition, with limited on-site parking. Were the subject property available for sale, the estimated marketing period is less than one year.

¹ *The Dictionary of Real Estate Appraisal - Sixth Edition*, Appraisal Institute, Chicago, IL, 2015, p 83.

APPRAISAL DEFINITIONS

Market Value²

“The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.” (12 C.F.R. Part 34.42(g); *55 Federal Register* 34696, August 24, 1990, as amended at *57 Federal Register* 12202, April 9, 1992; *59 Federal Register* 29499, June 7, 1994.)”

Fee Simple Estate³

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”

Intended Use⁴

“1. The valuer’s intent as to how the report will be used. 2. (SVP) The use or uses of an appraiser’s reported appraisal or appraisal review assignment opinions and conclusions, as identified by the appraiser based on communication with the client at the time of the assignment. (USPAP, 2016-2017 ed.)”

² *The Dictionary of Real Estate Appraisal – Sixth Edition*, Appraisal Institute, Chicago, IL, 2015, p. 142.

³ *The Dictionary of Real Estate Appraisal – Sixth Edition*, Appraisal Institute, Chicago, IL, 2015, p. 90.

⁴ *The Dictionary of Real Estate Appraisal – Sixth Edition*, Appraisal Institute, Chicago, IL, 2015, p. 119.

Intended User⁵

The client and any other party as identified, by name or type, as user of the appraisal or appraisal review report by the appraiser on the basis of communication with the client at the time of the assignment. (USPAP, 2016-2017 ed.)”

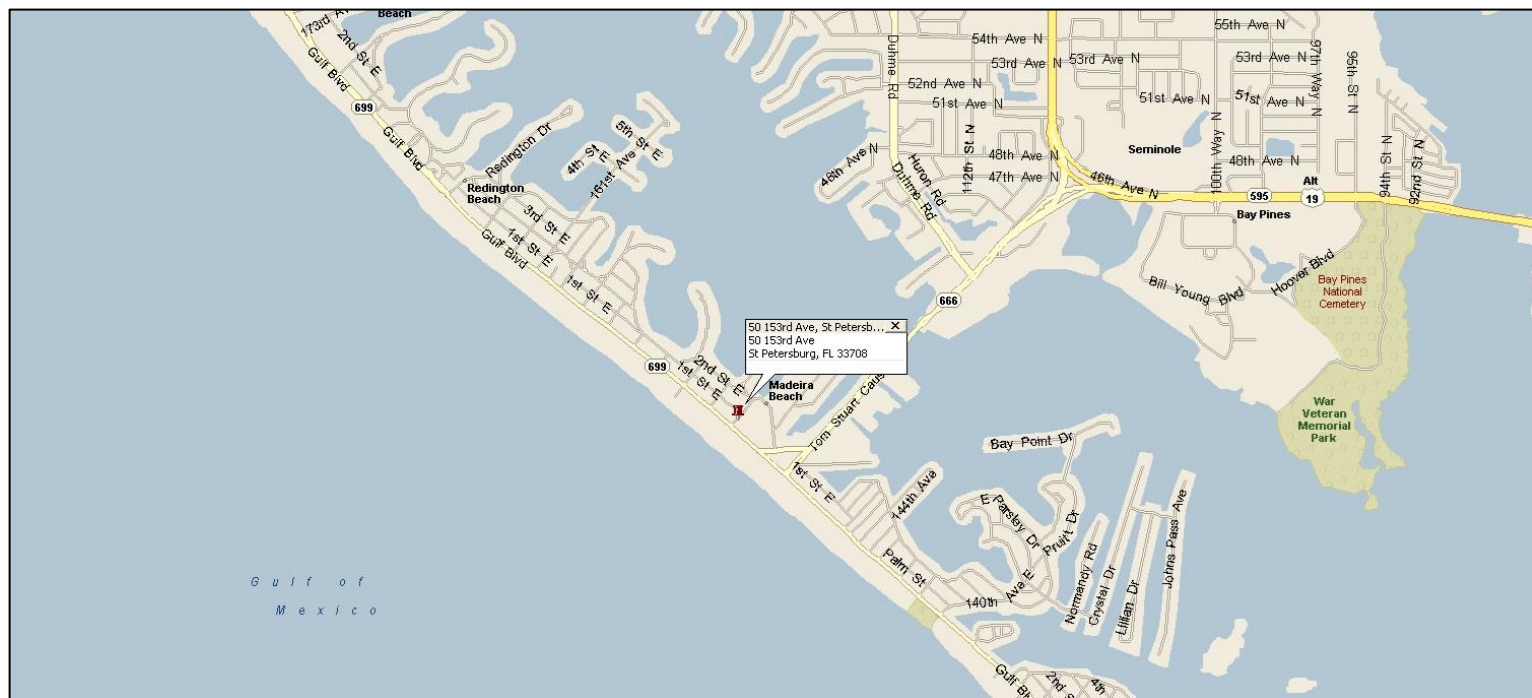
⁵ *The Dictionary of Real Estate Appraisal – Sixth Edition*, Appraisal Institute, Chicago, IL, 2015, p. 119.

UNDERLYING ASSUMPTIONS AND LIMITING AND QUALIFYING CONDITIONS

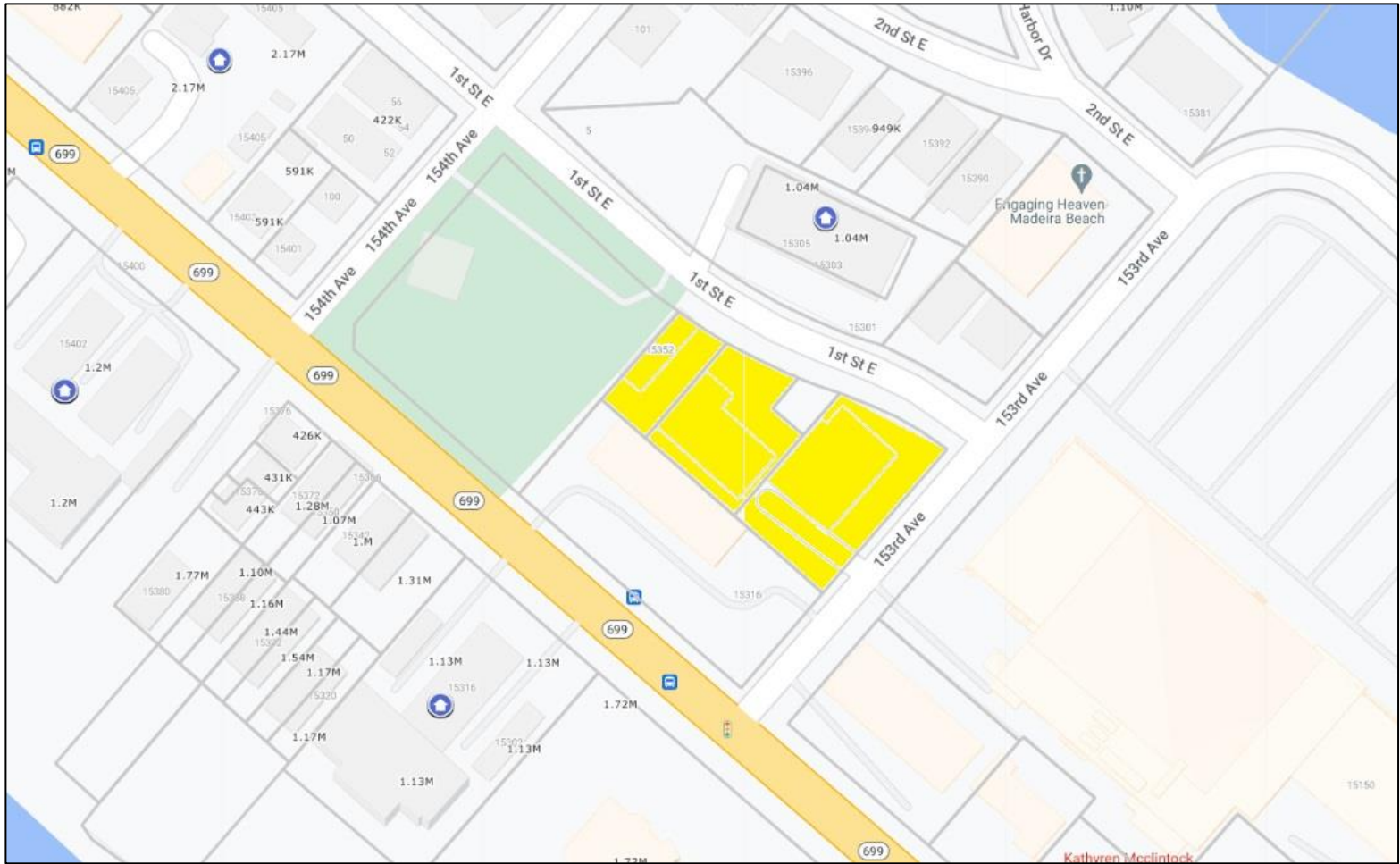
1. This report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) and Standards Rule 1-4 of the Uniform Standards of Professional Appraisal Practice (USPAP) for a restricted appraisal report. As such, it might not include full discussions of the data, reasoning and analyses that were used in the appraisal process to develop our opinion of value. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. We are not responsible for any unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless stated otherwise in this report.
3. The property was appraised free and clear of any or all liens and encumbrances unless stated otherwise in this report.
4. Responsible ownership and competent property management are assumed unless stated otherwise in this report.
5. The information furnished by others for the appraised property is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless stated otherwise in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined and considered in this report.
10. It is assumed that all required licenses, Certificates of Occupancy or other legislative or administrative authority from any local, state or national government or private entity have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless stated otherwise in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there is no encroachment or trespass unless stated otherwise in this report.
13. We are unaware of any easements or encumbrances that substantially impact the subject property. However, we have not been provided with a title report and if in the event such report detailed the existence of an otherwise unknown easement or encumbrance, the value conclusion contained herein may be subject to change.

14. We are not qualified to detect hazardous waste and/or toxic materials. Any comment by us that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. Our value estimate(s) is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless stated otherwise in this report. No responsibility is assumed for any environmental conditions or any expertise or engineering knowledge required to discover them. Our descriptions and comments are the result of our routine observations made during the appraisal process.
15. Unless stated otherwise in this report, the subject property was appraised without a specific compliance survey having been conducted to determine whether the property is or is not in conformance with the requirements of the Americans with Disabilities Act (ADA). The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability or utility.
16. Any proposed improvements are assumed to be completed in a good and workmanlike manner in accordance with the submitted plans and specifications, and conforming to all municipal, building and health codes.
17. Our value conclusions were based on the assumption that the subject property will continue to be adequately maintained and professionally managed to sustain its competitiveness in the marketplace.
18. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
19. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser(s), and in any event, only with properly written qualification and only in its entirety.
20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser(s) or the firm with which the appraiser(s) is/are connected) shall be disseminated to the public through advertising, public relations, news sales or other media without the prior written consent and approval of the appraiser(s).

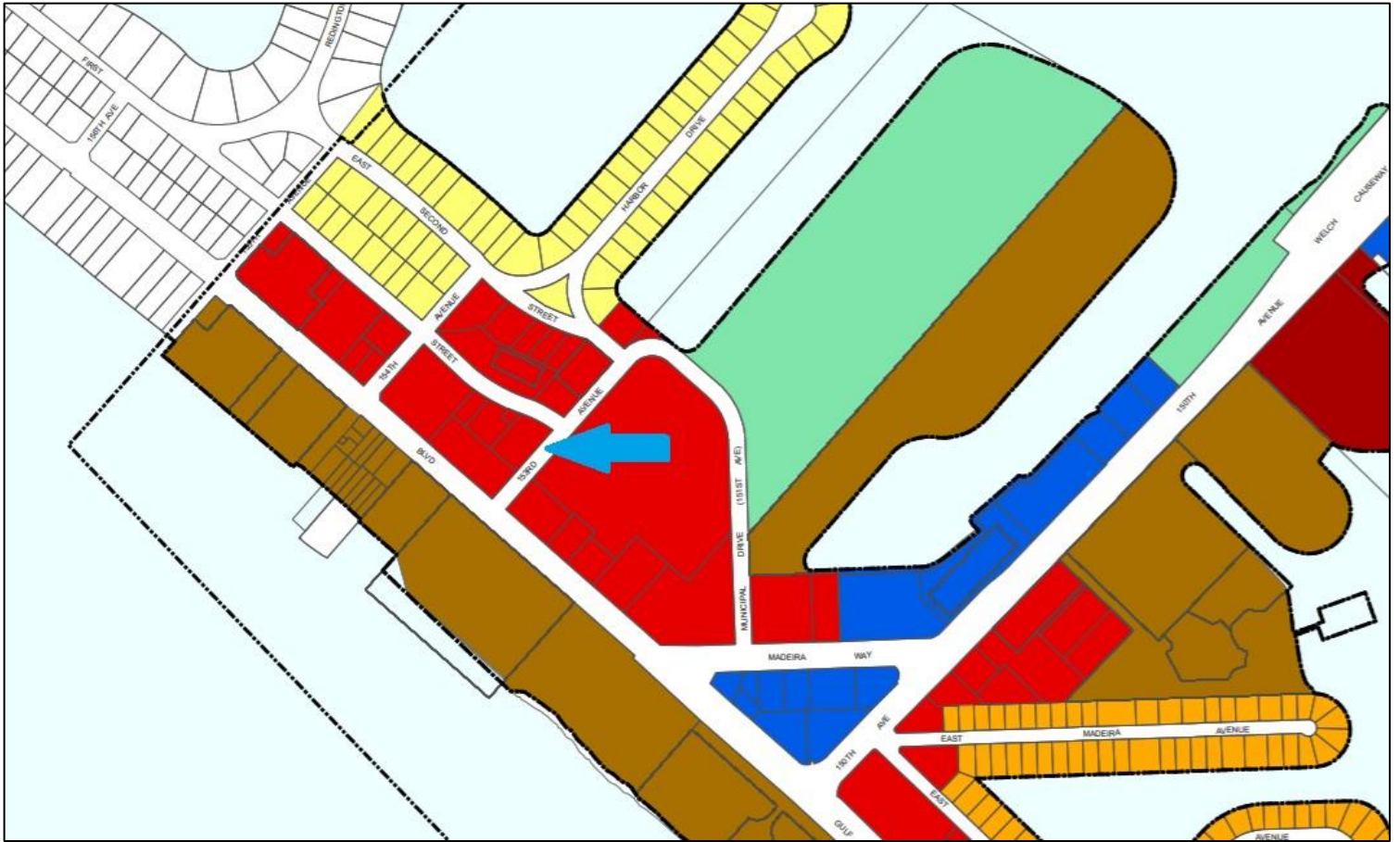
LOCAL AREA MAP



TAX MAP



ZONING MAP



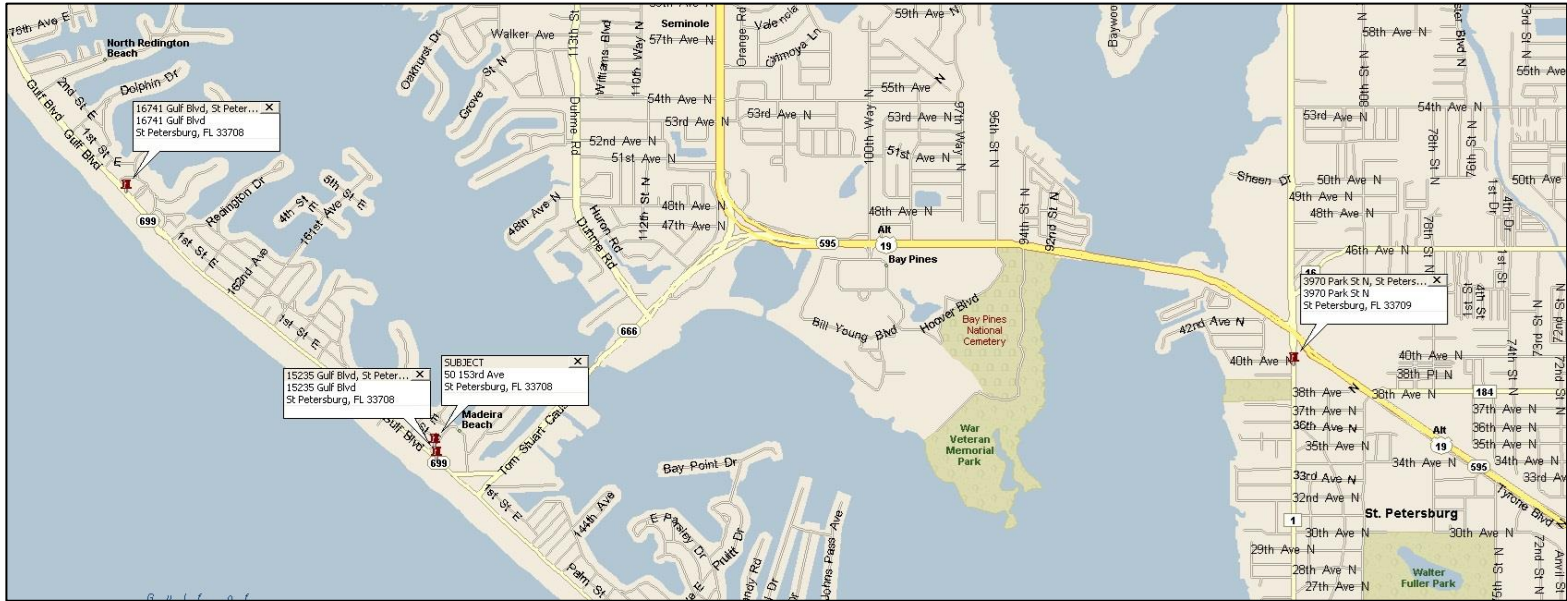
AERIAL VIEW



SALES COMPARISON ANALYSIS

[illegible]

COMPARABLE SALES MAP



PHOTOGRAPHS OF COMPARABLE BUILDING SALES



3970 Park Street North, St. Petersburg



15235 Gulf Boulevard, Madeira Beach

PHOTOGRAPHS OF COMPARABLE BUILDING SALES (continued)



16741 Gulf Boulevard, Madeira Beach

Subject Photo Page

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Subject Front

50 153rd Ave
Sales Price
Gross Living Area 5,782
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age



Subject Rear



Subject Street

Photograph Addendum

Item 71.

Borrower				
Property Address 50 153rd Ave				
City	Madeira Beach	County	State FL	Zip Code 33708
Lender/Client				



Opposite Street



Corner Lot
Cross Street



Corner Lot
Cross Street

Photograph Addendum

Item 71.

Borrower					
Property Address 50 153rd Ave					
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Church



Church



Church

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Church



Church



Church

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL
				Zip Code	33708
Lender/Client					



Church



Church Entrance



Foyer

Photograph Addendum

Item 71.

Borrower					
Property Address 50 153rd Ave					
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Lobby



Lobby



Lobby

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Lobby



Meeting Room



Meeting Room

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Chapel



Chapel



Chapel

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Chapel



Hallway



Hallway

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Nursery / Child Care



Nursery / Child Care



Utility Room

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Water Damage
Old / Current ?



Bath 1



Bath 2

Photograph Addendum

Item 71.

Borrower					
Property Address 50 153rd Ave					
City	Madeira Beach	County	State	FL	Zip Code 33708
Lender/Client					



Bath 2



Snack Room



Snack Room

Photograph Addendum

Item 71.

Borrower					
Property Address 50 153rd Ave					
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Snack Room



Water Heater



Split Unit register

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					

Office / Storage

Blank



Front



Right Side

Photograph Addendum

Item 71.

Borrower				
Property Address 50 153rd Ave				
City	Madeira Beach	County	State FL	Zip Code 33708
Lender/Client				



Storage / Warehouse



Damaged cover



Damaged cover

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Open storage



Right Side



Crack

Photograph Addendum

Item 71.

Borrower					
Property Address 50 153rd Ave					
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Rear



Insect damage / Ants



Rear

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Left Side



Foyer



Plumbing / Office

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Plumbing / Office



Plumbing / Office



Plumbing / Office / Sales Floor

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Plumbing / Office / Sales Floor



Plumbing / Office / Sales Floor



Plumbing Warehouse

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Plumbing Warehouse



Plumbing Warehouse



Plumbing Warehouse

Photograph Addendum

Item 71.

Borrower					
Property Address 50 153rd Ave					
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Bath



Plumbing Warehouse



Plumbing Warehouse

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Plumbing Warehouse



Plumbing Warehouse



Plumbing Warehouse

Photograph Addendum

Item 71.

Borrower				
Property Address 50 153rd Ave				
City	Madeira Beach	County	State	FL Zip Code 33708
Lender/Client				



Church / Office Space



Church / Office Space

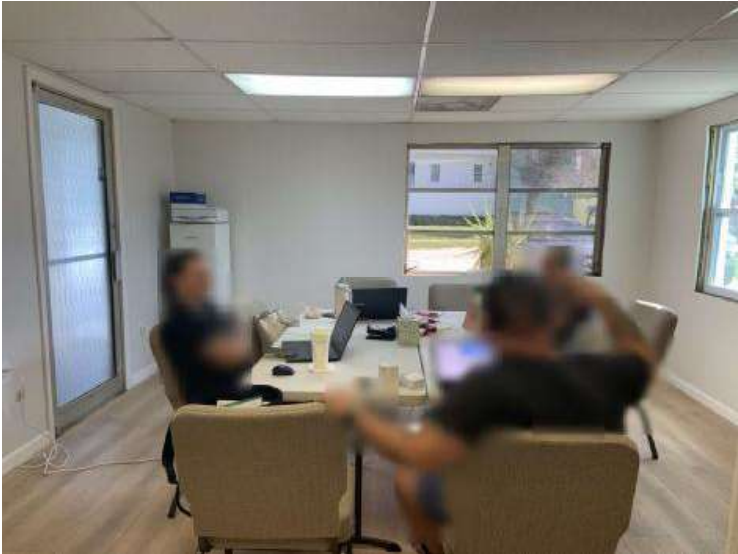


Church / Office Space

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Church / Office Space



Roof - appears to be in good condition



Left Side

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Door Damage



Left Rear



Left Rear

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County	State	FL	Zip Code 33708
Lender/Client					

Storage # 2



Front



Left Side

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Rear



Church Storage



Wall Damage

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Church Storage



Church Storage



Plumbing Storage

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Plumbing Storage



Left Side



Left Side

Photograph Addendum

Item 71.

Borrower					
Property Address	50 153rd Ave				
City	Madeira Beach	County		State	FL Zip Code 33708
Lender/Client					



Left Side



Facia Damage

Blank



Office Submarket Report

South Pinellas

Tampa - FL USA

PREPARED BY

Brian Donegan
Sr. Appraiser

OFFICE SUBMARKET REPORT

Submarket Key Statistics	1
Leasing	2
Rent	5
Construction	6
Sales	9
Sales Past 12 Months	11
Supply & Demand Trends	13
Rent & Vacancy	15
Sale Trends	17

12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	Market Asking Rent Growth
42.6K	12.2K	4.3%	2.9%

The South Pinellas office submarket has a vacancy rate of 4.3%. This vacancy rate is 0.4% higher than it was this time last year. There was 12,000 SF of positive absorption and 43,000 SF of net deliveries.

Rents have increased by 2.9% in the past 12 months and are currently around \$28.00/SF. Nothing is under construction in the South Pinellas office submarket. In the past year, there have been 50 sales, which have traded for approximately \$46.9 million in volume and 270,000 SF in stock.

Vacancy is 22.0% in 4 & 5 Star buildings, and 38,000 SF has been absorbed in this asset class over the past year. Within 3 Star buildings, vacancy is 3.4% and there has been 16,000 SF of negative absorption. Around 4.0% of 1 & 2 Star space is vacant, and there has been 9,200 SF of negative absorption over the past year.

Of the 50 sales in the past year, none were of 4 & 5 Star buildings, 12 were of 3 Star buildings, and 38 were of 1

& 2 Star buildings.

Current vacancy is higher than its trailing three-year average of 3.8%. However, this figure is lower than the 9.2% trailing three-year average of the Tampa market as a whole. The submarket is approximately 6,600 SF larger than it was three years ago, and is the result of roughly 50,000 SF of construction and roughly 44,000 SF of demolition. Rents have increased by 20.0% over the past three years, higher than the Tampa market average of 16.5%. There have been 184 sales over the past three years, amounting to \$193 million in volume and 1.2 million SF of inventory.

CoStar's estimated cap rate for South Pinellas has averaged 8.7% over the past three years, which is lower than the current estimated cap rate of 9.1%.

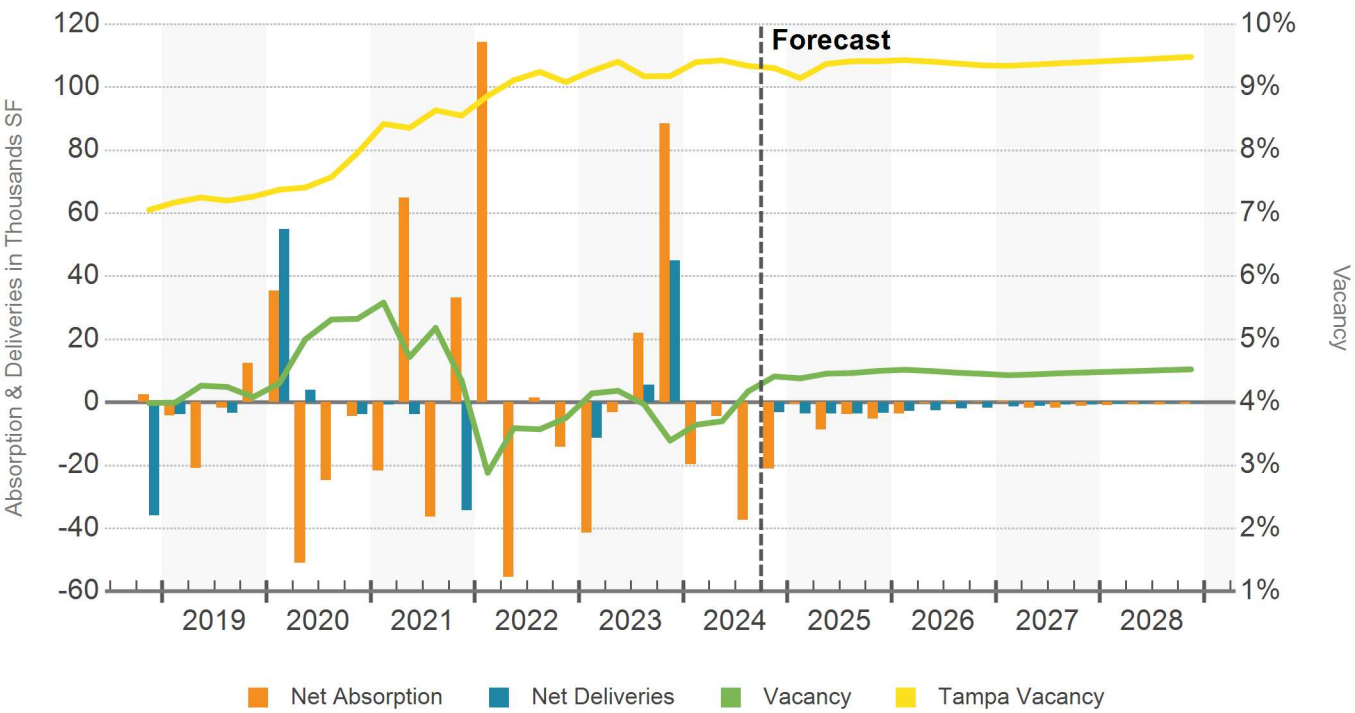
The total South Pinellas office submarket comprises 7.9 million SF of inventory.

KEY INDICATORS

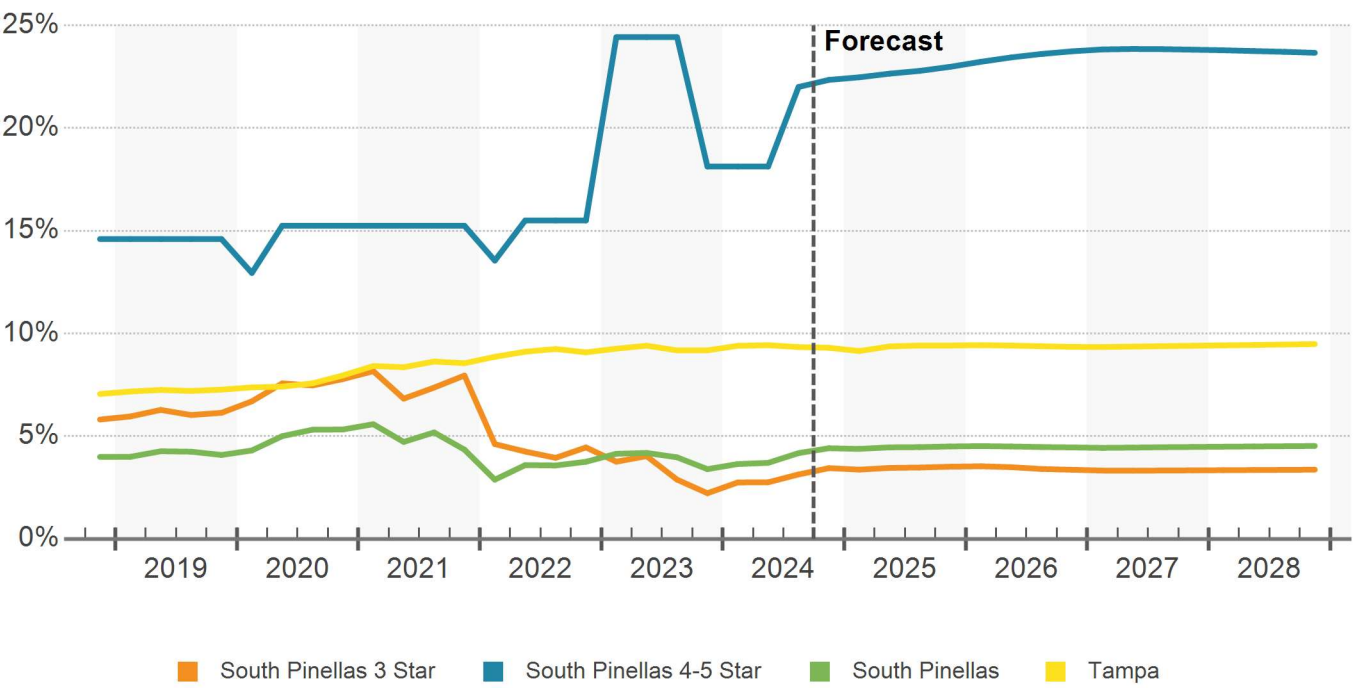
Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
4 & 5 Star	258,220	22.0%	\$35.45	22.0%	0	0	0
3 Star	3,189,916	3.4%	\$27.41	5.0%	(6,933)	0	0
1 & 2 Star	4,419,725	4.0%	\$27.66	4.3%	(3,153)	0	0
Submarket	7,867,861	4.3%	\$27.81	5.2%	(10,086)	0	0

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy	0.4% (YOY)	6.9%	4.5%	12.3%	2015 Q1	2.9%	2022 Q1
Net Absorption SF	12.2K	21,156	(16,921)	285,414	2010 Q4	(178,495)	2001 Q2
Deliveries SF	42.6K	43,488	7,175	274,060	2011 Q1	0	2023 Q2
Market Asking Rent Growth	2.9%	2.8%	2.2%	14.0%	2007 Q2	-9.7%	2010 Q1
Sales Volume	\$47.6M	\$33.9M	N/A	\$105.9M	2021 Q4	\$5.8M	2010 Q1

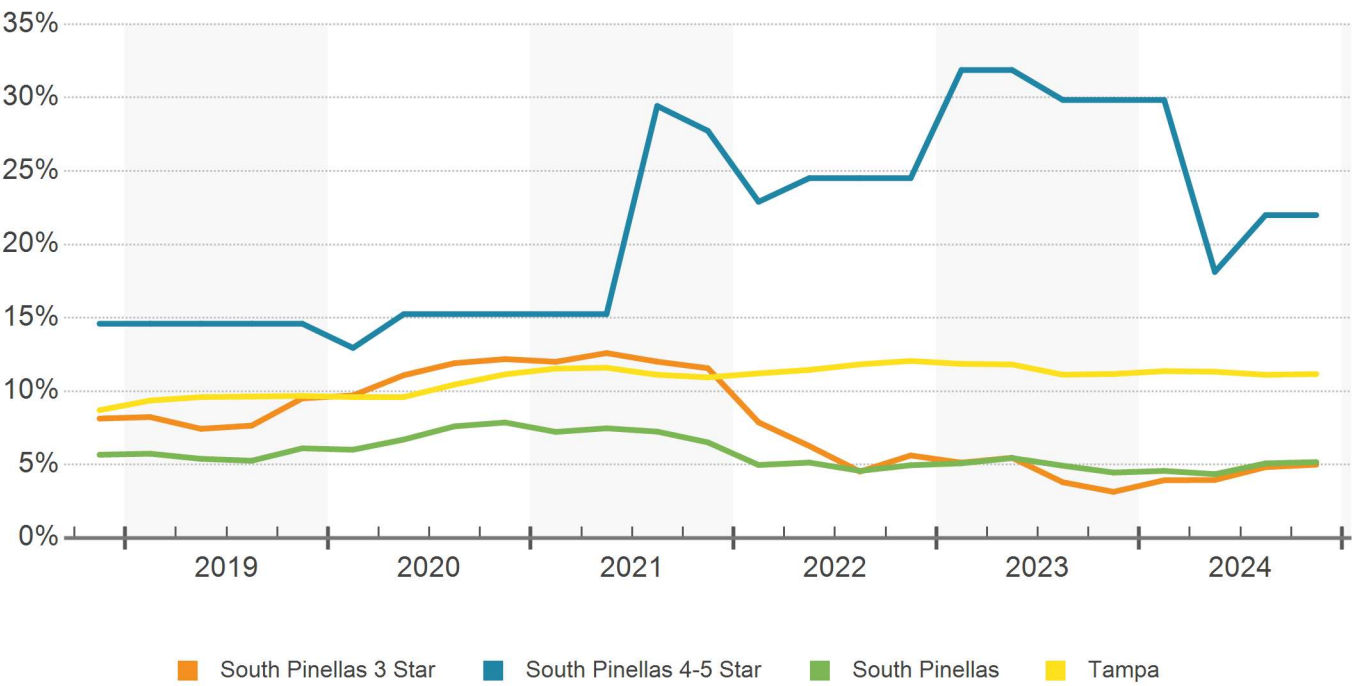
NET ABSORPTION, NET DELIVERIES & VACANCY



VACANCY RATE



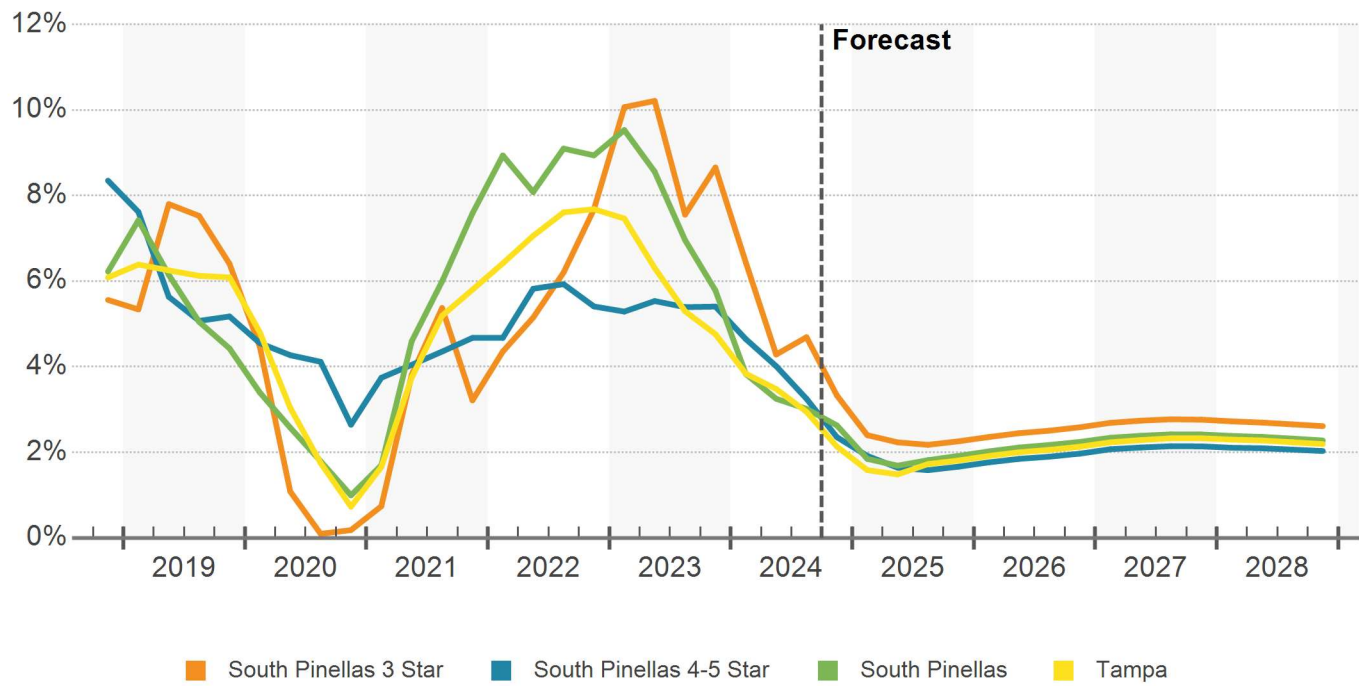
AVAILABILITY RATE



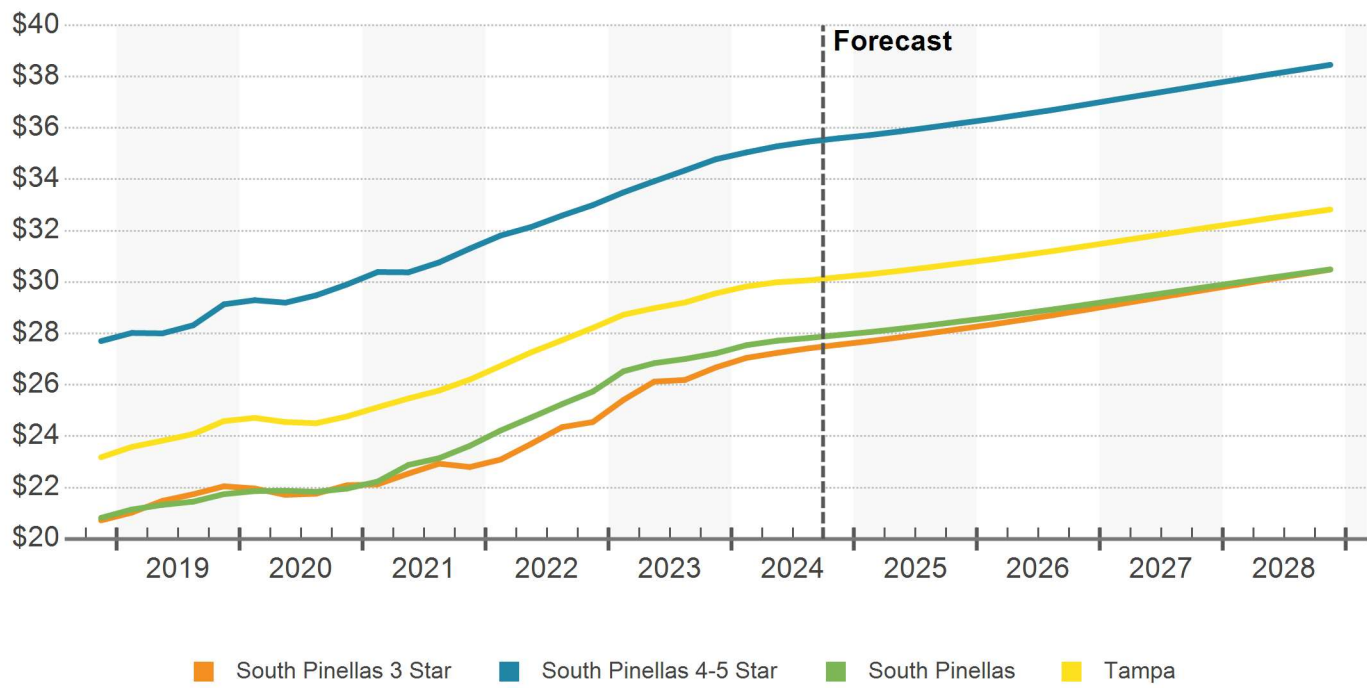
3 STAR MOST ACTIVE BUILDINGS IN SUBMARKET - PAST 12 MONTHS

Property Name/Address	Rating	RBA	Deals	Leased SF	12 Mo Vacancy	12 Mo Net Absorp SF
Tyrone Tower 1700 66th St N	★ ★ ★ ★ ★	72,079	5	13,743	14.8%	9,299
Pineywoods Centre 5999 Central Ave	★ ★ ★ ★ ★	32,792	2	2,741	1.7%	6,901
St Anthony's Professional Bldg 1201 5th Ave N	★ ★ ★ ★ ★	56,000	1	2,138	3.7%	5,060
6727 1st Ave S	★ ★ ★ ★ ★	9,880	4	2,986	5.2%	929
5450 1st Ave N	★ ★ ★ ★ ★	2,250	1	1,200	10.7%	0
2200-2220 Central Ave	★ ★ ★ ★ ★	11,920	1	1,422	4.8%	0
St. Anthony's Medical Arts B... 560 Jackson St N	★ ★ ★ ★ ★	47,217	1	4,311	30.6%	0
5800 49th St N	★ ★ ★ ★ ★	48,460	2	3,049	3.8%	(30)
Building 19 6251 44th St N	★ ★ ★ ★ ★	10,375	2	1,663	6.9%	(183)
Palms of Pasadena Medical P... 1615 Pasadena Ave S	★ ★ ★ ★ ★	45,548	1	2,515	9.3%	(3,641)
3637 4th St N	★ ★ ★ ★ ★	43,740	1	600	11.5%	(3,892)
Ed White Medical Arts II 2191 9th Ave N	★ ★ ★ ★ ★	38,580	2	3,258	12.1%	(6,792)

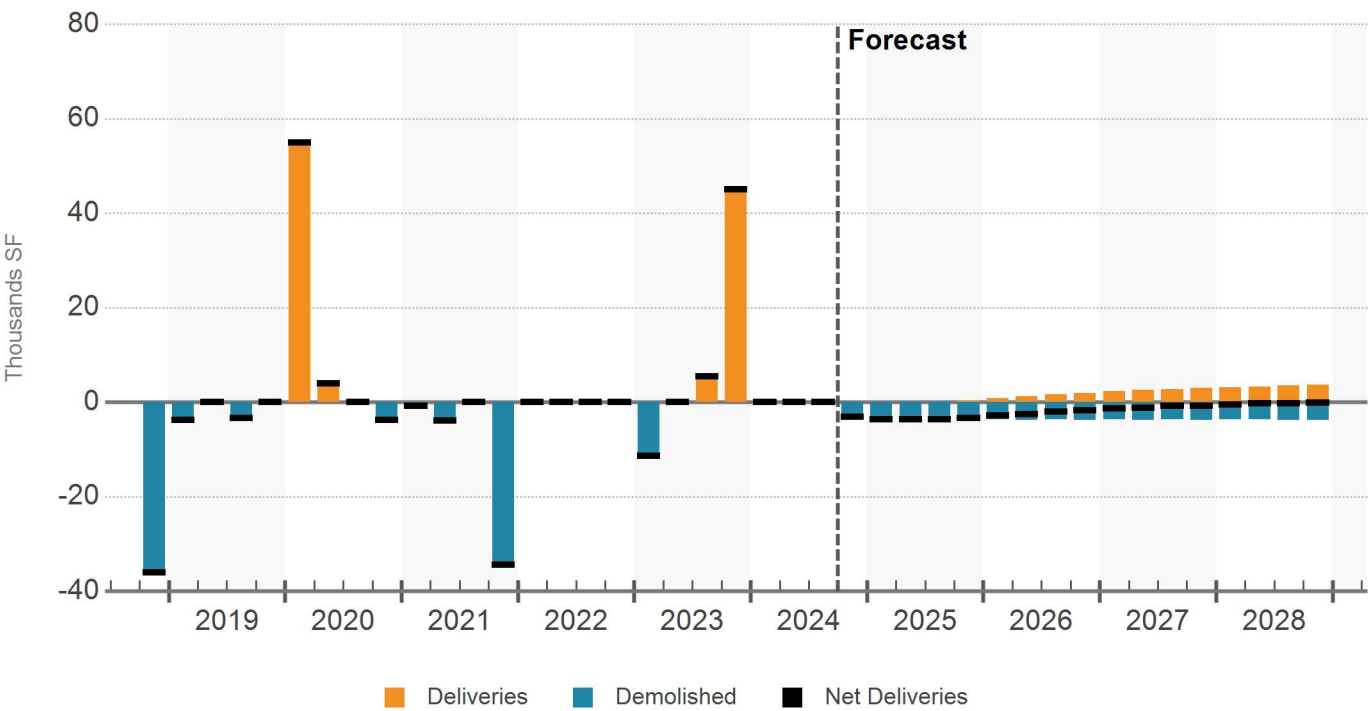
MARKET ASKING RENT GROWTH (YOY)



MARKET ASKING RENT PER SQUARE FEET

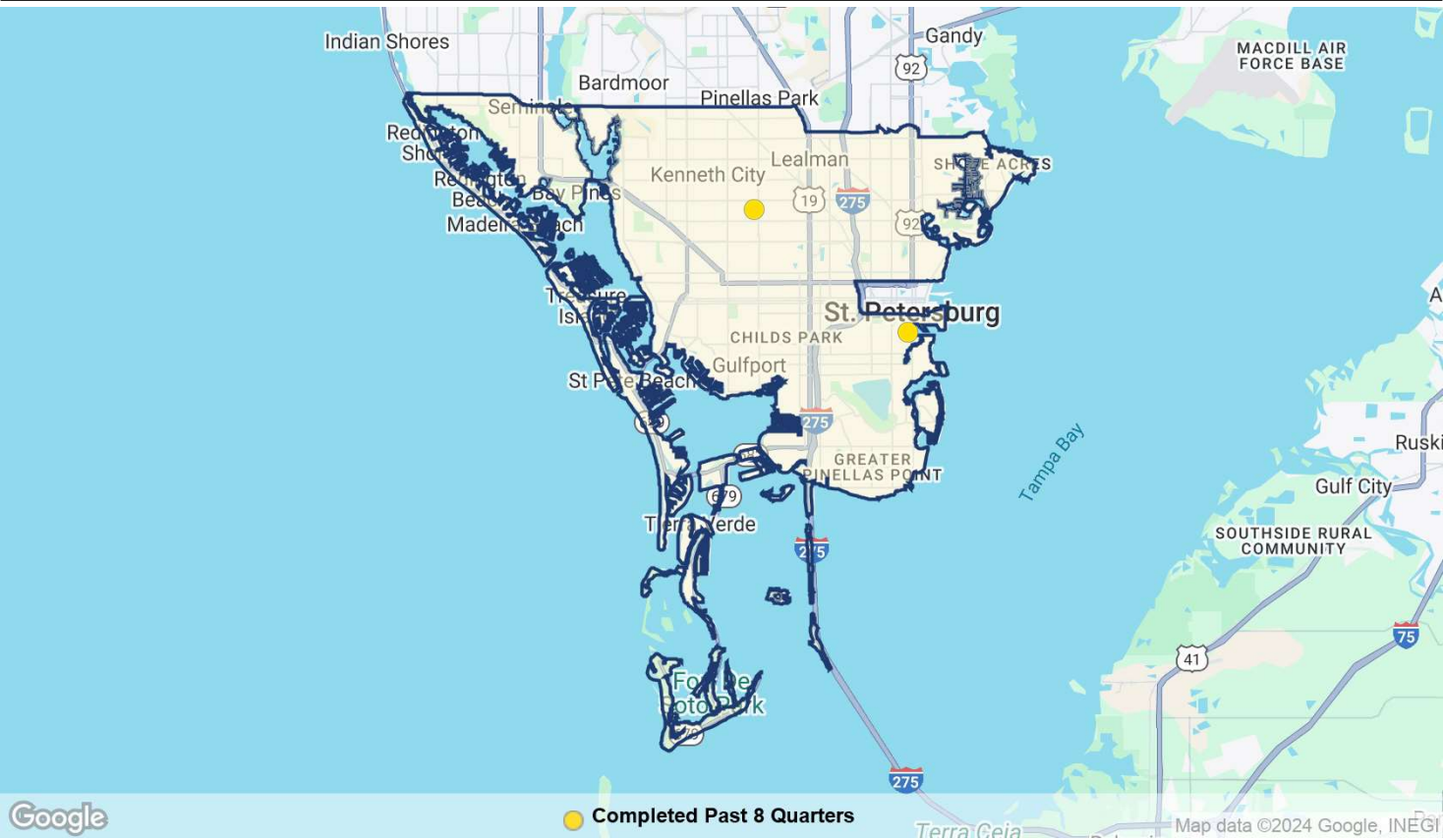


DELIVERIES & DEMOLITIONS

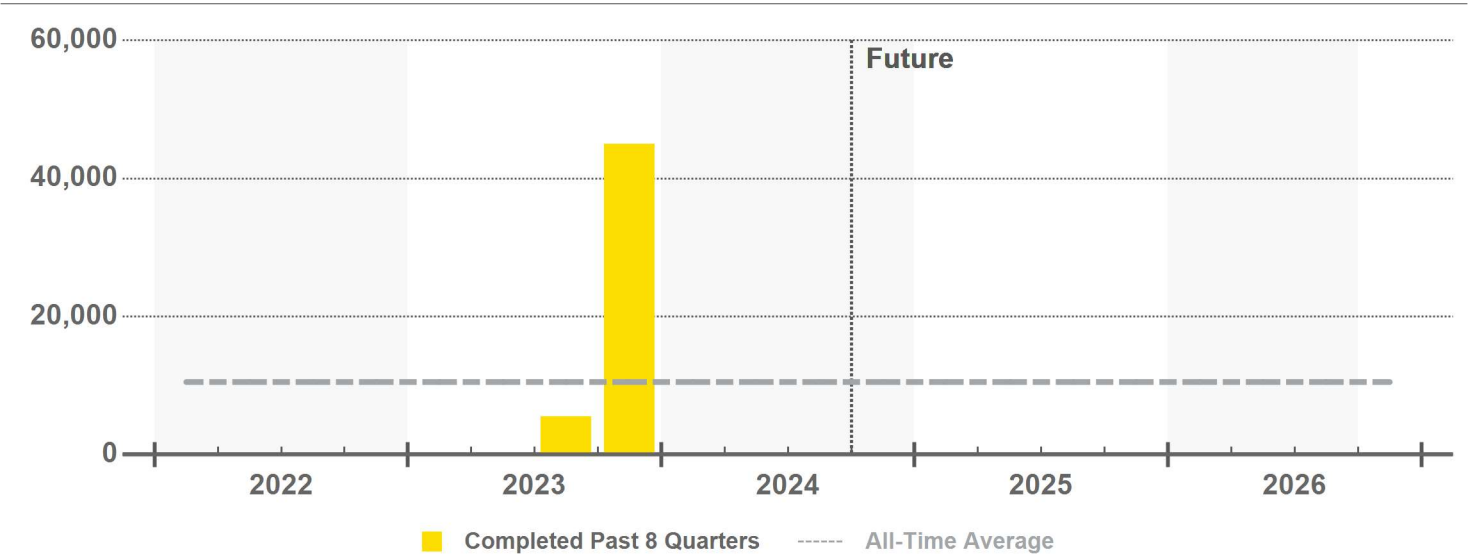


All-Time Annual Avg. Square Feet	Delivered Square Feet Past 8 Qtrs	Delivered Square Feet Next 8 Qtrs	Proposed Square Feet Next 8 Qtrs
42,084	50,500	0	0

PAST 8 QUARTERS DELIVERIES, UNDER CONSTRUCTION, & PROPOSED



PAST & FUTURE DELIVERIES IN SQUARE FEET



RECENT DELIVERIES

	Property Name/Address	Rating	Bldg SF	Stories	Start	Complete	Developer/Owner
1	ARK Innovation Center 1101 4th St S	★★★★☆	45,000	3	Feb 2022	Oct 2023	- Tampa Bay Innovation Center
2	Optum 3346 49th St N	★★★★☆	5,500	1	Mar 2023	Aug 2023	- Windsor Fuel Co Inc

There have been 50 sales in the South Pinellas office submarket over the past year, amounting to \$46.9 million of volume and 210,000 SF of stock. These sales have averaged \$310/SF, which is greater than the estimated submarket price of \$186/SF.

During this time, trailing one-year price per SF averages were as high as \$312/SF and as low as \$239/SF.

Over the past three years, South Pinellas has averaged 66 sales per year, \$65.2 million of volume per year, and 420,000 SF of stock per year.

The 50 sales in the past 12 months include 12 buildings rated 3 Star, and 38 buildings rated 1 & 2 Star.

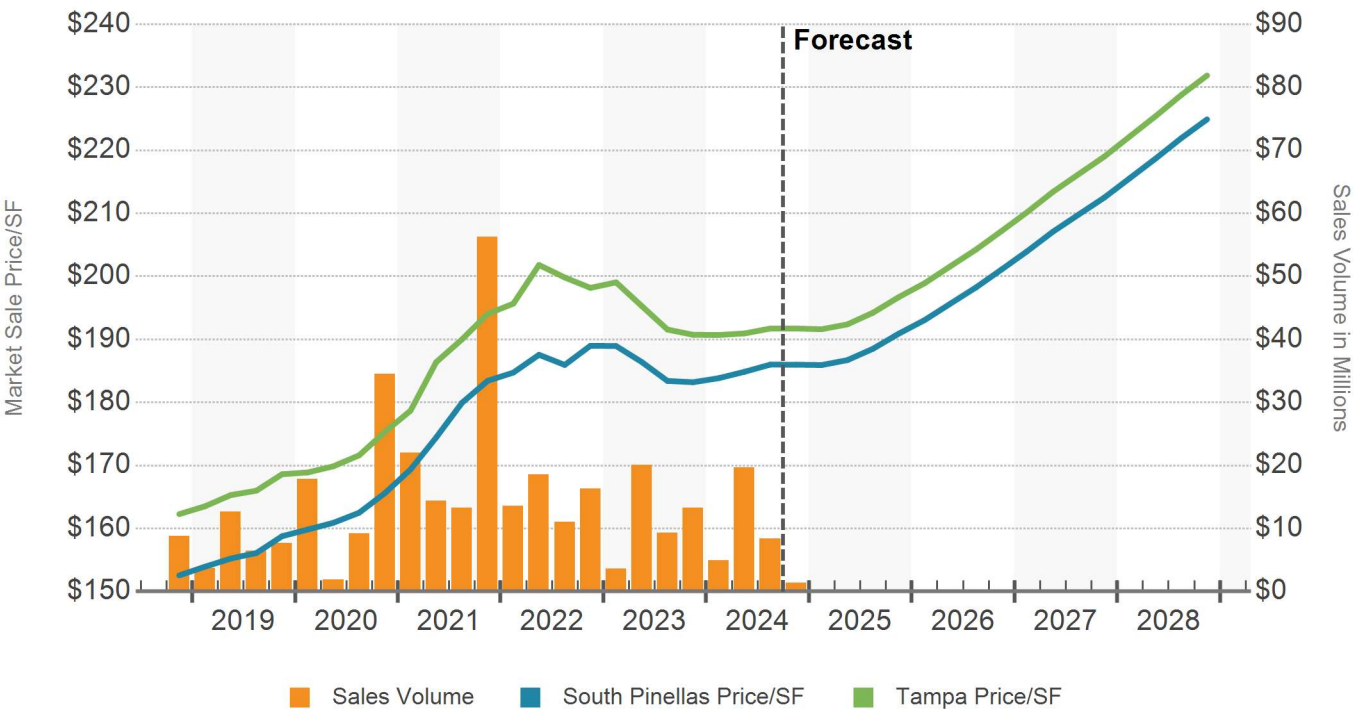
The 3 Star buildings traded for \$15.9 million, or \$363/SF on average. The 1 & 2 Star buildings traded for \$31.0 million, or \$290/SF on average.

The submarket's current transaction cap rate stands at 7.4%, above the Tampa market average of 7.1%.

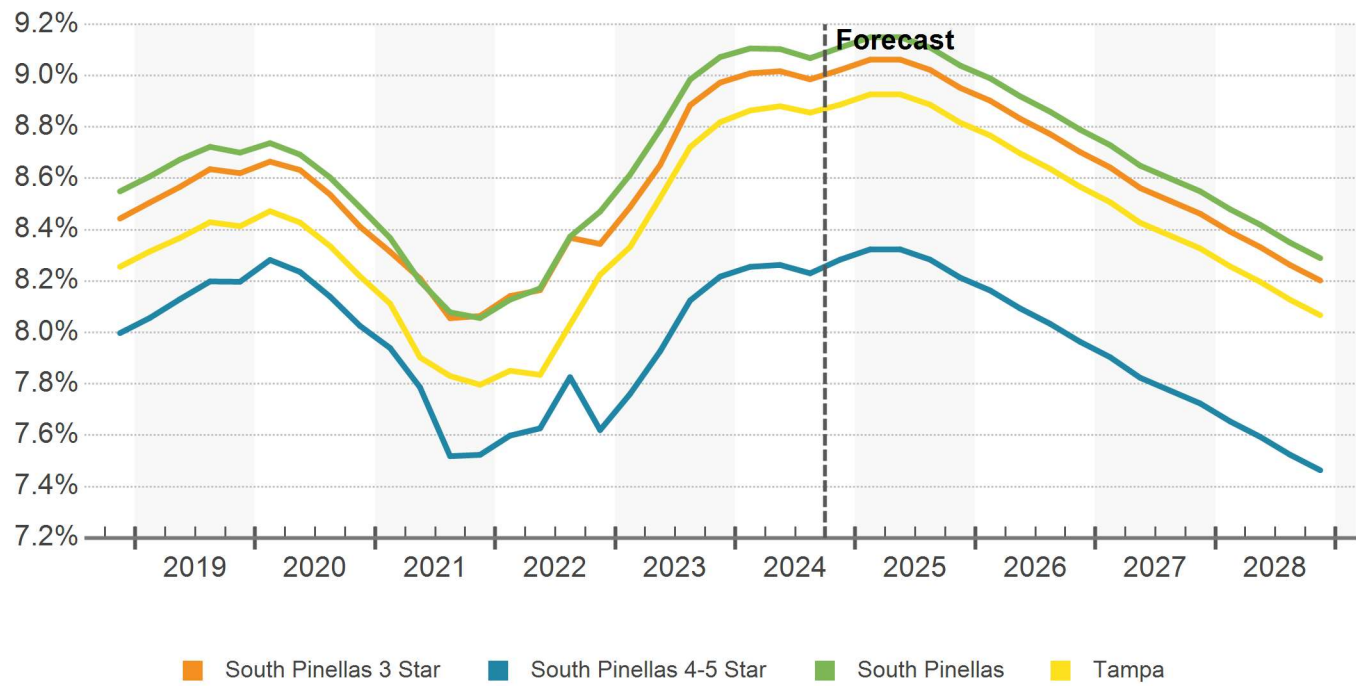
Over the past three years, transaction cap rates have averaged 7.6%.

The market cap rate, or the estimated cap rate for all buildings in the submarket, is 9.1%, above the Tampa market average of 8.8%. Within South Pinellas, 4 & 5 Star buildings have a market cap rate of 8.2%, 3 Star buildings have a market cap rate of 9.0%, and 1 & 2 Star buildings have a market cap rate of 9.2%.

SALES VOLUME & MARKET SALE PRICE PER SF

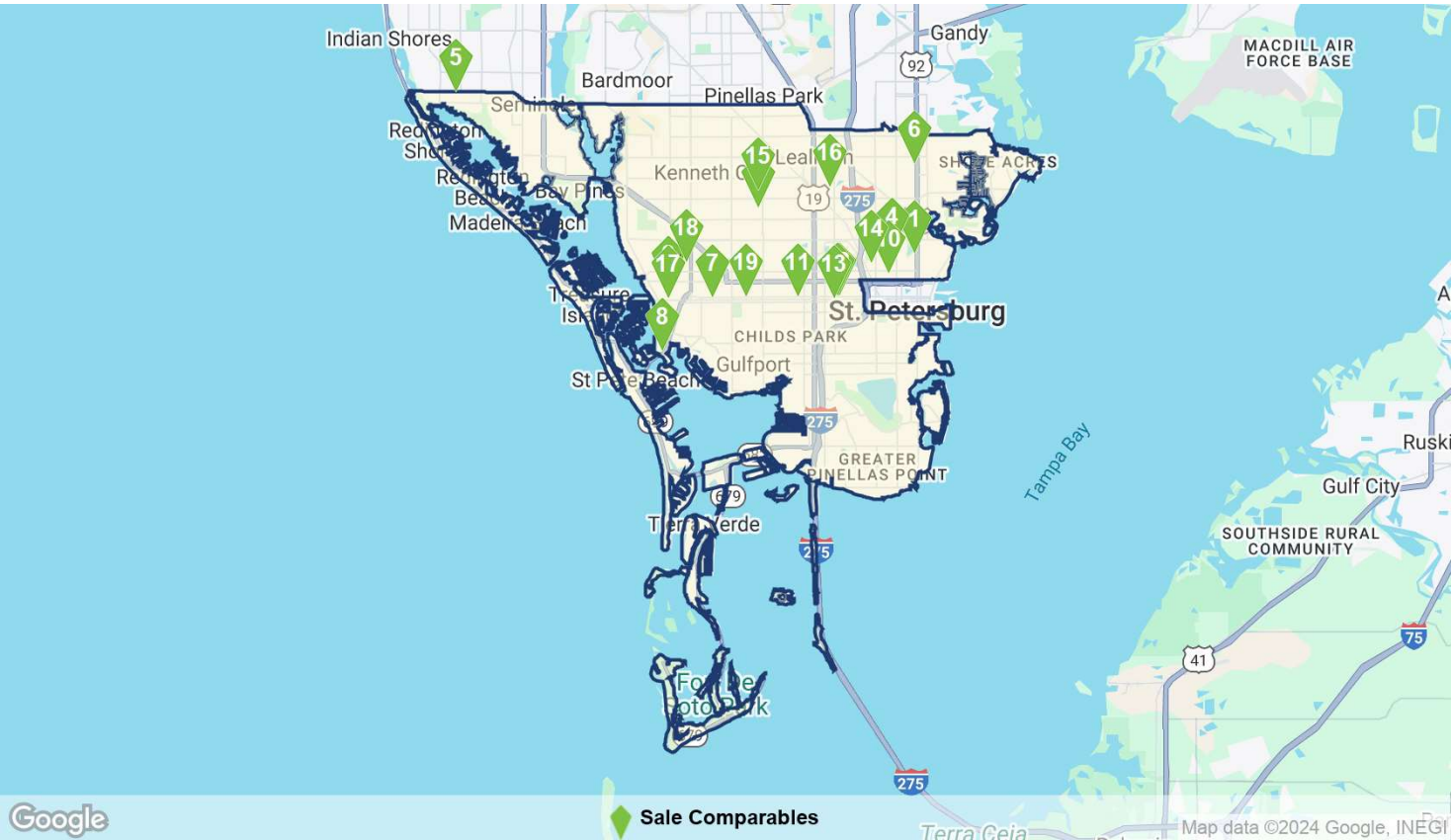


MARKET CAP RATE



Sale Comparables	Avg. Cap Rate	Avg. Price/SF	Avg. Vacancy At Sale
52	7.4%	\$310	4.2%

SALE COMPARABLE LOCATIONS



SALE COMPARABLES SUMMARY STATISTICS

Sales Attributes	Low	Average	Median	High
Sale Price	\$226,000	\$1,278,660	\$1,000,000	\$4,350,000
Price/SF	\$84	\$310	\$300	\$1,407
Cap Rate	6.0%	7.4%	7.4%	9.5%
Time Since Sale in Months	0.1	7.1	6.5	11.6
Property Attributes	Low	Average	Median	High
Building SF	550	5,505	3,258	32,792
Stories	1	1	1	4
Typical Floor SF	550	4,054	3,032	16,159
Vacancy Rate At Sale	0%	4.2%	0%	100%
Year Built	1922	1969	1967	2023
Star Rating	★ ★ ★ ★ ★	★ ★ ★ ★ ★ 2.1	★ ★ ★ ★ ★	★ ★ ★ ★ ★

Sales Past 12 Months

Item 71.

South Pinellas Office

RECENT SIGNIFICANT SALES

Property Name - Address	Property				Sale			
	Rating	Yr Built	Bldg SF	Vacancy	Sale Date	Price	Price/SF	Cap Rate
1 1425 4th St N	★★★★★	2020	14,960	0%	5/15/2024	\$4,350,000	\$291	6.4%
2 7045 Burlington Ave N	★★★★★	1969	20,732	0%	5/10/2024	\$4,200,000	\$203	-
3 Optum 3346 49th St N	★★★★★	2023	5,500	0%	5/9/2024	\$3,661,200	\$666	6.0%
3 Optum 3346 49th St N	★★★★★	2023	5,500	0%	5/3/2024	\$3,661,200	\$666	6.0%
4 1600 Dr Martin Luther Ki...	★★★★★	1990	4,411	0%	11/7/2023	\$2,910,700	\$660	8.7%
5 13100 Park Blvd	★★★★★	1998	10,003	18.6%	7/1/2024	\$2,250,000	\$225	-
6 5015 4th St N	★★★★★	1984	5,098	0%	10/17/2023	\$1,628,200	\$319	-
7 6101 Central Ave	★★★★★	1954	8,752	0%	3/6/2024	\$1,600,000	\$183	-
8 1550 Pasadena Ave S	★★★★★	1995	2,914	0%	8/22/2024	\$1,500,000	\$515	9.5%
9 2552 1st Ave N	★★★★★	1977	3,672	0%	3/12/2024	\$1,500,000	\$408	-
10 1025 7th Ave N	★★★★★	1976	2,262	0%	10/2/2024	\$1,350,000	\$597	-
11 3775 Central Ave	★★★★★	1965	5,895	0%	7/2/2024	\$1,299,000	\$220	-
12 2600 1st Ave N	★★★★★	1988	2,956	0%	7/31/2024	\$1,290,000	\$436	-
13 2706 Central Ave	★★★★★	1954	828	0%	11/7/2023	\$1,165,000	\$1,407	-
14 1100 16th St N	★★★★★	1973	3,618	0%	5/30/2024	\$1,100,000	\$304	-
15 4040 49th St N	★★★★★	1990	2,040	0%	7/9/2024	\$1,065,000	\$522	6.8%
16 4128 28th St	★★★★★	1972	4,200	0%	4/3/2024	\$1,058,000	\$252	-
17 7024 Central Ave	★★★★★	1922	4,960	0%	11/1/2023	\$1,000,000	\$202	-
18 Athanason Centre 1224-1240 66th St	★★★★★	1966	7,104	0%	3/29/2024	\$1,000,000	\$141	8.0%
19 Visage Dermatology 5253 Central Ave	★★★★★	1973	3,600	0%	7/26/2024	\$977,000	\$271	-

OVERALL SUPPLY & DEMAND

Year	Inventory			Net Absorption		
	SF	SF Growth	% Growth	SF	% of Inv	Construction Ratio
2028	7,835,926	(1,120)	0%	(2,769)	0%	-
2027	7,837,046	(4,155)	-0.1%	(4,064)	-0.1%	-
2026	7,841,201	(9,119)	-0.1%	(2,872)	0%	-
2025	7,850,320	(14,412)	-0.2%	(18,305)	-0.2%	-
2024	7,864,732	(3,129)	0%	(82,675)	-1.1%	-
YTD	7,867,861	0	0%	(71,569)	-0.9%	-
2023	7,867,861	39,129	0.5%	65,919	0.8%	0.6
2022	7,828,732	0	0%	46,118	0.6%	0
2021	7,828,732	(39,061)	-0.5%	39,971	0.5%	-
2020	7,867,793	55,188	0.7%	(44,693)	-0.6%	-
2019	7,812,605	(7,198)	-0.1%	(14,383)	-0.2%	-
2018	7,819,803	(69,759)	-0.9%	52,476	0.7%	-
2017	7,889,562	(214,533)	-2.6%	68,467	0.9%	-
2016	8,104,095	(13,400)	-0.2%	100,127	1.2%	-
2015	8,117,495	9,200	0.1%	150,658	1.9%	0.1
2014	8,108,295	28,996	0.4%	730	0%	39.7
2013	8,079,299	13,358	0.2%	15,181	0.2%	0.9
2012	8,065,941	15,658	0.2%	(150,451)	-1.9%	-

4 & 5 STAR SUPPLY & DEMAND

Year	Inventory			Net Absorption		
	SF	SF Growth	% Growth	SF	% of Inv	Construction Ratio
2028	288,364	13,642	5.0%	10,826	3.8%	1.3
2027	274,722	10,595	4.0%	7,859	2.9%	1.3
2026	264,127	5,622	2.2%	2,338	0.9%	2.4
2025	258,505	285	0.1%	(1,428)	-0.6%	-
2024	258,220	0	0%	(10,892)	-4.2%	-
YTD	258,220	0	0%	(10,000)	-3.9%	-
2023	258,220	45,000	21.1%	31,248	12.1%	1.4
2022	213,220	0	0%	(546)	-0.3%	-
2021	213,220	0	0%	-	-	-
2020	213,220	0	0%	(1,380)	-0.6%	-
2019	213,220	0	0%	-	-	-
2018	213,220	0	0%	28,825	13.5%	0
2017	213,220	0	0%	58,626	27.5%	0
2016	213,220	0	0%	4,790	2.2%	0
2015	213,220	0	0%	-	-	-
2014	213,220	0	0%	(8,045)	-3.8%	-
2013	213,220	0	0%	-	-	-
2012	213,220	0	0%	(6,641)	-3.1%	-

3 STAR SUPPLY & DEMAND

Year	Inventory			Net Absorption		
	SF	SF Growth	% Growth	SF	% of Inv	Construction Ratio
2028	3,189,805	(27)	0%	(1,061)	0%	-
2027	3,189,832	(25)	0%	872	0%	-
2026	3,189,857	(27)	0%	4,726	0.1%	-
2025	3,189,884	(26)	0%	(2,315)	-0.1%	-
2024	3,189,910	(6)	0%	(38,862)	-1.2%	-
YTD	3,189,916	0	0%	(36,056)	-1.1%	-
2023	3,189,916	1,039	0%	72,063	2.3%	0
2022	3,188,877	0	0%	111,615	3.5%	0
2021	3,188,877	(832)	0%	(6,246)	-0.2%	-
2020	3,189,709	44,000	1.4%	(11,125)	-0.3%	-
2019	3,145,709	0	0%	(10,279)	-0.3%	-
2018	3,145,709	(47,565)	-1.5%	(44,801)	-1.4%	-
2017	3,193,274	0	0%	66,148	2.1%	0
2016	3,193,274	(13,400)	-0.4%	12,679	0.4%	-
2015	3,206,674	0	0%	121,976	3.8%	0
2014	3,206,674	29,500	0.9%	(60,038)	-1.9%	-
2013	3,177,174	13,358	0.4%	1,579	0%	8.5
2012	3,163,816	16,462	0.5%	(74,809)	-2.4%	-

1 & 2 STAR SUPPLY & DEMAND

Year	Inventory			Net Absorption		
	SF	SF Growth	% Growth	SF	% of Inv	Construction Ratio
2028	4,357,757	(14,735)	-0.3%	(12,534)	-0.3%	-
2027	4,372,492	(14,725)	-0.3%	(12,795)	-0.3%	-
2026	4,387,217	(14,714)	-0.3%	(9,936)	-0.2%	-
2025	4,401,931	(14,671)	-0.3%	(14,562)	-0.3%	-
2024	4,416,602	(3,123)	-0.1%	(32,921)	-0.7%	-
YTD	4,419,725	0	0%	(25,513)	-0.6%	-
2023	4,419,725	(6,910)	-0.2%	(37,392)	-0.8%	-
2022	4,426,635	0	0%	(64,951)	-1.5%	-
2021	4,426,635	(38,229)	-0.9%	46,217	1.0%	-
2020	4,464,864	11,188	0.3%	(32,188)	-0.7%	-
2019	4,453,676	(7,198)	-0.2%	(4,104)	-0.1%	-
2018	4,460,874	(22,194)	-0.5%	68,452	1.5%	-
2017	4,483,068	(214,533)	-4.6%	(56,307)	-1.3%	-
2016	4,697,601	0	0%	82,658	1.8%	0
2015	4,697,601	9,200	0.2%	28,682	0.6%	0.3
2014	4,688,401	(504)	0%	68,813	1.5%	-
2013	4,688,905	0	0%	13,602	0.3%	0
2012	4,688,905	(804)	0%	(69,001)	-1.5%	-

OVERALL RENT & VACANCY

Year	Market Asking Rent				Vacancy		
	Per SF	Index	% Growth	Vs Hist Peak	SF	Percent	Ppts Chg
2028	\$30.50	154	2.3%	12.0%	354,549	4.5%	0%
2027	\$29.82	150	2.4%	9.5%	350,794	4.5%	0%
2026	\$29.11	147	2.2%	6.9%	349,255	4.5%	0%
2025	\$28.47	144	1.9%	4.6%	353,331	4.5%	0.1%
2024	\$27.94	141	2.6%	2.6%	347,012	4.4%	1.0%
YTD	\$27.81	140	2.9%	2.2%	338,702	4.3%	0.9%
2023	\$27.22	137	5.8%	0%	267,133	3.4%	-0.4%
2022	\$25.74	130	8.9%	-5.5%	293,923	3.8%	-0.6%
2021	\$23.62	119	7.6%	-13.2%	340,041	4.3%	-1.0%
2020	\$21.96	111	1.0%	-19.3%	419,073	5.3%	1.2%
2019	\$21.74	110	4.4%	-20.1%	319,192	4.1%	0.1%
2018	\$20.82	105	6.2%	-23.5%	312,007	4.0%	-1.5%
2017	\$19.60	99	4.8%	-28.0%	434,242	5.5%	-3.4%
2016	\$18.70	94	4.2%	-31.3%	717,541	8.9%	-1.4%
2015	\$17.94	90	5.6%	-34.1%	831,068	10.2%	-1.8%
2014	\$17	86	2.8%	-37.6%	972,526	12.0%	0.3%
2013	\$16.53	83	2.6%	-39.3%	944,260	11.7%	0%
2012	\$16.11	81	-0.3%	-40.8%	946,083	11.7%	2.0%

4 & 5 STAR RENT & VACANCY

Year	Market Asking Rent				Vacancy		
	Per SF	Index	% Growth	Vs Hist Peak	SF	Percent	Ppts Chg
2028	\$38.46	159	2.0%	10.6%	68,230	23.7%	-0.2%
2027	\$37.69	156	2.1%	8.4%	65,418	23.8%	0.1%
2026	\$36.91	153	2.0%	6.1%	62,686	23.7%	0.8%
2025	\$36.19	150	1.7%	4.1%	59,406	23.0%	0.6%
2024	\$35.60	148	2.4%	2.4%	57,693	22.3%	4.2%
YTD	\$35.45	147	3.1%	1.9%	56,801	22.0%	3.9%
2023	\$34.78	144	5.4%	0%	46,801	18.1%	2.6%
2022	\$33	137	5.4%	-5.1%	33,049	15.5%	0.3%
2021	\$31.31	130	4.7%	-10.0%	32,503	15.2%	0%
2020	\$29.91	124	2.6%	-14.0%	32,503	15.2%	0.6%
2019	\$29.14	121	5.2%	-16.2%	31,123	14.6%	0%
2018	\$27.70	115	8.3%	-20.4%	31,123	14.6%	-13.5%
2017	\$25.57	106	3.5%	-26.5%	59,948	28.1%	-27.5%
2016	\$24.70	102	3.2%	-29.0%	118,574	55.6%	-2.2%
2015	\$23.92	99	3.2%	-31.2%	123,364	57.9%	0%
2014	\$23.19	96	3.9%	-33.3%	123,364	57.9%	3.8%
2013	\$22.32	93	3.8%	-35.8%	115,319	54.1%	0%
2012	\$21.51	89	1.0%	-38.2%	115,319	54.1%	3.1%

3 STAR RENT & VACANCY

Year	Market Asking Rent				Vacancy		
	Per SF	Index	% Growth	Vs Hist Peak	SF	Percent	Ppts Chg
2028	\$30.49	160	2.6%	14.3%	107,478	3.4%	0%
2027	\$29.71	155	2.8%	11.4%	106,458	3.3%	0%
2026	\$28.91	151	2.6%	8.4%	107,372	3.4%	-0.1%
2025	\$28.18	147	2.3%	5.7%	112,135	3.5%	0.1%
2024	\$27.56	144	3.3%	3.3%	109,856	3.4%	1.2%
YTD	\$27.41	143	4.5%	2.7%	107,029	3.4%	1.1%
2023	\$26.67	140	8.7%	0%	70,973	2.2%	-2.2%
2022	\$24.55	128	7.7%	-8.0%	141,997	4.5%	-3.5%
2021	\$22.80	119	3.2%	-14.5%	253,612	8.0%	0.2%
2020	\$22.09	116	0.2%	-17.2%	248,198	7.8%	1.6%
2019	\$22.05	115	6.4%	-17.3%	193,073	6.1%	0.3%
2018	\$20.72	108	5.6%	-22.3%	182,794	5.8%	0%
2017	\$19.63	103	3.6%	-26.4%	185,558	5.8%	-2.1%
2016	\$18.95	99	6.9%	-29.0%	252,005	7.9%	-0.8%
2015	\$17.72	93	4.8%	-33.6%	278,084	8.7%	-3.8%
2014	\$16.91	89	4.1%	-36.6%	400,060	12.5%	2.7%
2013	\$16.25	85	0.2%	-39.1%	310,522	9.8%	0.3%
2012	\$16.22	85	5.1%	-39.2%	298,743	9.4%	2.9%

1 & 2 STAR RENT & VACANCY

Year	Market Asking Rent				Vacancy		
	Per SF	Index	% Growth	Vs Hist Peak	SF	Percent	Ppts Chg
2028	\$30.03	149	2.0%	10.5%	178,841	4.1%	0%
2027	\$29.43	146	2.2%	8.3%	178,918	4.1%	0%
2026	\$28.80	143	2.0%	6.0%	179,197	4.1%	0%
2025	\$28.23	141	1.7%	3.9%	181,790	4.1%	0.1%
2024	\$27.76	138	2.2%	2.2%	179,463	4.1%	0.7%
YTD	\$27.66	138	1.8%	1.8%	174,872	4.0%	0.6%
2023	\$27.18	135	3.9%	0%	149,359	3.4%	0.7%
2022	\$26.17	130	10.1%	-3.7%	118,877	2.7%	1.5%
2021	\$23.77	118	11.1%	-12.5%	53,926	1.2%	-1.9%
2020	\$21.40	107	1.5%	-21.3%	138,372	3.1%	1.0%
2019	\$21.09	105	2.9%	-22.4%	94,996	2.1%	-0.1%
2018	\$20.49	102	6.5%	-24.6%	98,090	2.2%	-2.0%
2017	\$19.23	96	5.8%	-29.2%	188,736	4.2%	-3.2%
2016	\$18.17	90	2.4%	-33.1%	346,962	7.4%	-1.8%
2015	\$17.75	88	6.3%	-34.7%	429,620	9.1%	-0.4%
2014	\$16.70	83	1.8%	-38.6%	449,102	9.6%	-1.5%
2013	\$16.40	82	4.3%	-39.7%	518,419	11.1%	-0.3%
2012	\$15.72	78	-4.1%	-42.2%	532,021	11.3%	1.5%

OVERALL SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/SF	Avg Cap Rate	Price/SF	Price Index	Cap Rate
2028	-	-	-	-	-	-	\$224.91	198	8.3%
2027	-	-	-	-	-	-	\$212.50	187	8.5%
2026	-	-	-	-	-	-	\$201.09	177	8.8%
2025	-	-	-	-	-	-	\$190.91	168	9.0%
2024	-	-	-	-	-	-	\$185.99	164	9.1%
YTD	32	\$34.3M	2.6%	\$1,634,067	\$307.66	7.2%	\$186.23	164	9.1%
2023	53	\$46.2M	3.2%	\$1,050,591	\$239	7.3%	\$183.21	162	9.1%
2022	70	\$59.4M	4.6%	\$1,041,676	\$252.91	8.2%	\$189	167	8.5%
2021	99	\$105.9M	9.4%	\$1,260,891	\$149.65	7.4%	\$183.43	162	8.1%
2020	75	\$63.3M	8.1%	\$1,055,655	\$105.19	7.0%	\$165.61	146	8.5%
2019	67	\$30.3M	3.0%	\$541,687	\$153.53	6.7%	\$158.78	140	8.7%
2018	75	\$30.8M	4.3%	\$539,985	\$112.09	6.0%	\$152.56	135	8.5%
2017	69	\$64.1M	6.2%	\$1,187,319	\$144.23	7.0%	\$146.87	130	8.4%
2016	71	\$30.2M	3.9%	\$503,591	\$104.61	9.4%	\$143.19	126	8.1%
2015	65	\$26.1M	5.6%	\$501,653	\$102.90	5.8%	\$137.19	121	8.1%
2014	61	\$35.8M	5.5%	\$777,630	\$108.98	7.9%	\$127.62	113	8.2%
2013	41	\$7.5M	4.9%	\$269,233	\$80.01	-	\$120.28	106	8.5%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.

(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred. The price index is not smoothed.

4 & 5 STAR SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/SF	Avg Cap Rate	Price/SF	Price Index	Cap Rate
2028	-	-	-	-	-	-	\$225.17	185	7.5%
2027	-	-	-	-	-	-	\$213.08	175	7.7%
2026	-	-	-	-	-	-	\$202	166	8.0%
2025	-	-	-	-	-	-	\$192.12	157	8.2%
2024	-	-	-	-	-	-	\$187.56	154	8.3%
YTD	-	-	-	-	-	-	\$187.91	154	8.2%
2023	-	-	-	-	-	-	\$186.46	153	8.2%
2022	-	-	-	-	-	-	\$196.76	161	7.6%
2021	-	-	-	-	-	-	\$178.37	146	7.5%
2020	1	\$5.4M	100%	\$5,447,000	\$25.55	-	\$158.02	129	8.0%
2019	-	-	-	-	-	-	\$152.71	125	8.2%
2018	-	-	-	-	-	-	\$149.54	123	8.0%
2017	-	-	-	-	-	-	\$149.07	122	7.7%
2016	-	-	-	-	-	-	\$137.14	112	7.7%
2015	-	-	-	-	-	-	\$133.89	110	7.6%
2014	-	-	-	-	-	-	\$126.19	103	7.7%
2013	1	\$0	80.0%	-	-	-	\$122.45	100	7.8%

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3 STAR SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/SF	Avg Cap Rate	Price/SF	Price Index	Cap Rate
2028	-	-	-	-	-	-	\$211.68	195	8.2%
2027	-	-	-	-	-	-	\$199.59	184	8.5%
2026	-	-	-	-	-	-	\$188.42	174	8.7%
2025	-	-	-	-	-	-	\$178.45	164	9.0%
2024	-	-	-	-	-	-	\$173.35	160	9.0%
YTD	9	\$14.6M	3.3%	\$2,428,733	\$378.94	7.1%	\$173.34	160	9.0%
2023	10	\$12.1M	2.0%	\$1,729,714	\$250.84	-	\$171.27	158	9.0%
2022	16	\$21.6M	4.4%	\$1,963,861	\$250.49	7.7%	\$178.05	164	8.3%
2021	28	\$57.4M	15.0%	\$2,294,936	\$121.58	7.0%	\$168.40	155	8.1%
2020	18	\$33.7M	8.2%	\$2,103,220	\$131.18	7.5%	\$156.89	145	8.4%
2019	13	\$10.3M	2.8%	\$936,364	\$126.96	6.7%	\$150.82	139	8.6%
2018	16	\$11.8M	4.5%	\$1,074,558	\$103.12	-	\$145.70	134	8.4%
2017	23	\$45.9M	6.0%	\$2,867,601	\$266.62	8.2%	\$142.10	131	8.2%
2016	13	\$6.6M	1.8%	\$546,625	\$116.10	10.0%	\$139.08	128	8.0%
2015	10	\$9.1M	4.9%	\$1,515,716	\$105.74	5.8%	\$133.31	123	7.9%
2014	7	\$17.3M	2.7%	\$2,884,803	\$199.99	-	\$124.55	115	8.1%
2013	5	\$1M	2.8%	\$503,500	\$154.28	-	\$117.42	108	8.3%

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1 & 2 STAR SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/SF	Avg Cap Rate	Price/SF	Price Index	Cap Rate
2028	-	-	-	-	-	-	\$234.45	201	8.4%
2027	-	-	-	-	-	-	\$221.79	191	8.7%
2026	-	-	-	-	-	-	\$210.18	181	8.9%
2025	-	-	-	-	-	-	\$199.83	172	9.2%
2024	-	-	-	-	-	-	\$195.03	168	9.2%
YTD	23	\$19.7M	2.3%	\$1,316,200	\$270.15	7.5%	\$195.43	168	9.2%
2023	43	\$34.1M	4.3%	\$922,109	\$235.06	7.3%	\$191.63	165	9.2%
2022	54	\$37.8M	5.0%	\$821,153	\$254.31	8.3%	\$196.44	169	8.6%
2021	71	\$48.5M	5.8%	\$822,736	\$205.84	7.6%	\$194.58	167	8.1%
2020	56	\$24.2M	3.7%	\$563,740	\$183.15	6.8%	\$172.35	148	8.6%
2019	54	\$20M	3.2%	\$445,210	\$172.04	-	\$164.88	142	8.8%
2018	59	\$19M	4.4%	\$412,153	\$118.53	6.0%	\$157.70	135	8.7%
2017	46	\$18.2M	6.6%	\$479,832	\$66.93	5.3%	\$150.18	129	8.5%
2016	58	\$23.7M	5.6%	\$492,832	\$101.81	9.1%	\$146.51	126	8.3%
2015	55	\$17M	6.4%	\$369,383	\$101.44	-	\$140.19	120	8.3%
2014	54	\$18.5M	7.7%	\$461,554	\$76.39	7.9%	\$129.93	112	8.4%
2013	35	\$6.5M	2.9%	\$251,213	\$74.48	-	\$122.22	105	8.7%

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APPRAISAL DEVELOPMENT INTERNATIONAL, INC

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**RESTRICTED
APPRAISAL REPORT
Of
50 153rd AVE
MADEIRA BEACH, FL 33708
PINELLAS COUNTY**



FOR:
ENGAGING HEAVEN MINISTRIES INC
SEMINOLE, FL

EFFECTIVE DATE
September 3rd, 2024

Our File # 24099



APPRAISAL DEVELOPMENT INTERNATIONAL, INC

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IRS Tax ID: 20-0651056

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September 11th, 2024

Pastor James Levesque,
Engaging Heaven Ministries Inc.,
7276 Islamorada Cir,
Seminole, FL 33777

RE: CHURCH PROPERTY, 50 153rd AVE, MADEIRA BEACH, FL 33708

OUR FILE # 24099

Dear Pastor Levesque,

Thank you for the opportunity to provide appraisal services for the above-referenced property. It is my understanding that I am appraising the real estate in a **Restricted Appraisal Report** format for establishing the *Market Value in Fee Simple* of the property for administration purposes as of September 3rd, 2024.

A statement of Scope, Limiting Conditions and Certification can be found in the addenda. Since this is a Restricted Appraisal Report, we are obligated to remind you that the report cannot be understood properly without additional information in our work files. Following therefore is a brief outline of our findings.

Sincerely,

A handwritten signature in blue ink, appearing to read 'P. Willies', with a stylized flourish extending to the right.

Paul T. Willies,
State-Certified General Real Estate Appraiser # RZ2762

Client/Intended user:	Engaging Heaven Ministries Inc 7276 Islamorada Cir Seminole, FL 33777
Intended use:	For the sole use by the client in establishing the <i>Market Value in Fee Simple</i> of the subject real estate for administration purposes as of September 3 rd , 2024. This report is not intended for any other use. The appraiser is not responsible for unauthorized use of this report.
Competency of the Appraiser:	The Appraisers' specific qualifications are included within this report. These qualifications serve as evidence of competence for the completion of this appraisal assignment in compliance with the competency provision in USPAP. The appraisers' knowledge and experience, combined with his professional qualifications, are commensurate with the complexity of the assignment. The appraiser has previously provided consultation and value estimates for similar properties in Brevard, Miami-Dade, Collier, Monroe, Manatee, Sarasota, Hillsborough, Pinellas, and Pasco Counties.
Disclosure of previous interest (if any) in the prior three years:	I have had no interest in the property in the prior three years or been involved in any aspect of marketing, consultancy, or any position of ownership or management regarding the subject of this appraisal.
Type of Appraisal:	This report is a Restricted Appraisal Report in accordance with Standard Rule 2-2 (b) of the Uniform Standards of Professional Appraisal Practice 2024-2025 edition. As such, it presents no discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file.
Objective of the Assignment:	To develop an opinion of the <i>Market Value in Fee Simple</i> of the subject real estate as of September 3 rd , 2024, for administration purposes as set forth in this appraisal report.
Effective date:	September 3 rd , 2024
Date of inspection:	September 3 rd , 2024
Date of report:	September 11 th , 2024
Scope of work:	Refer to the attached Scope and Limiting Conditions.

Identification of real estate: 50 153rd Ave
Madeira Beach, FL 33708

Pinellas County Parcel #: 09-31-15-00000-240-0600
09-31-15-52614-004-0140
09-31-15-52614-004-0160

Jurisdiction: City of Madeira Beach

Property Type: Industrial/Church

Ownership: According to Pinellas County Property Appraiser the property is owned by:

Engaging Heaven Ministries Inc
7276 Islamorada Cir
Seminole, FL 33777



Site Description: According to Pinellas County Property Appraiser's GIS mapping system and by personal inspection, the subject site is located at the SW corner of the intersection of 153rd Ave and 1st Street with a combined total of 30,836 sq. ft. (0.71 acres +/-). The overall property is flat at street level and has 161' frontage on 153rd Ave and appears to have adequate drainage. Centrally on the north boundary of 1st Street is a city owned lift station.

Improvements:

The following is a brief description of the subject's improvements.



The combined property is improved with three buildings. These are considered interim use to the projected Highest and Best Use.

Building 1 – Church

A single-story concrete block building originally built in 1973 and built out as a church most recently renovated in 2022/2023 on purchase with 6,234 gross Sq. Ft. (4,695 leasable/AC space) and divided into with lobby, fellowship hall, meeting room, nursery, restrooms, and kitchen.

The building is considered in average condition.

Building 2 – Retail/Warehouse

This single-story building was originally built in 1960 of concrete block on cement slab foundation and divided between showroom, offices, and warehouse with a total of 4,632 Sq. Ft. (3,624 AC space).

The building is in fair condition.

Building 3 – Warehouse/Garage

This 1,628 Sq. Ft. garage/warehouse is divided into multiple units. Originally built in 1960 and is considered in average condition.

Neighborhood: Located in the Transition District of the Madeira Beach Town Center, Madeira Beach, Florida. Madeira Beach is a barrier island as part of the Gulf Islands of Pinellas County.

Utilities: All utilities are available to the property. Water/sewer/garbage and emergency services provided by City of Madeira Beach.

Zoning/Land Use: C-3 – Retail Commercial - City of Madeira Beach
Overlay: Transition District – Madeira Beach Town Center

Legally permissible:

Parcel	Zoning	SF	Acres	Allowed Temp Lodge Units	Allowed Allowable SF based on FAR	Allowed Stories above BFE
093115000002400600	C-2	15,168	0.35	20.89		2
093115526140040140	C-2	10,611	0.24	14.62		2
093115526140040160	C-2	5,057	0.12	6.97		2
		30,836	0.71	42	37,003	

Census Tract: Tract 027801, Block 1010

Flood Zone: Zone AE (EL 10 Feet) FIRM Map Number 12103C0191H, Effective Date August 24, 2021

Legal Description: See the full legal in the addenda of this report.

Tax Value:

Parcel #09-31-15-00000-240-0600

	2024*	%	2023	%	2022	%	2021	%	2020
Market Value:	\$969,602	29.76%	\$747,220	6.32%	\$702,782	8.60%	\$647,133	12.62%	\$574,629
Assessed Value:	\$0	-100.00%	\$747,220	7.47%	\$695,301	10.00%	\$632,092	10.00%	\$574,629
Millage Rate:	15.9798	-1.00%	16.1412	-0.71%	16.2571	-5.02%	17.1166	-1.53%	17.3818
Ad Valorem:	\$0.00	-100.00%	\$12,061.04	6.28%	\$11,348.19	3.97%	\$10,914.40	9.27%	\$9,988.09
Non Ad Valorem:	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00
Total:	\$0.00	-100.00%	\$12,061.04	6.28%	\$11,348.19	3.97%	\$10,914.40	9.27%	\$9,988.09
Paid/Due:	Exempt		\$13,738.81		Paid		Paid		Paid

*Estimated

Parcel #09-31-15-52614-004-0140

	2024*	%	2023	%	2022	%	2021	%	2020
Market Value:	\$635,792	79.10%	\$355,000	14.52%	\$310,000	5.08%	\$295,000	12.60%	\$262,000
Assessed Value:	\$197,731	-40.51%	\$332,351	10.00%	\$302,137	10.00%	\$274,670	10.00%	\$249,700
Millage Rate:	15.9798	-1.00%	16.1412	-0.71%	16.2571	-5.02%	17.1166	-1.53%	17.3818
Ad Valorem:	\$3,159.70	-42.54%	\$5,499.04	10.90%	\$4,958.76	2.67%	\$4,830.00	9.29%	\$4,419.31
Non Ad Valorem:	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00
Total:	\$3,159.70	-42.54%	\$5,499.04	10.90%	\$4,958.76	2.67%	\$4,830.00	9.29%	\$4,419.31
Paid/Due:	Exempt		Paid		Paid		Paid		Paid

*Estimated

Parcel #09-31-15-52614-004-0160

	2024*	%	2023	%	2022	%	2021	%	2020
Market Value:	\$270,024	68.77%	\$160,000	6.67%	\$150,000	20.00%	\$125,000	12.61%	\$111,000
Assessed Value:	\$0	-100.00%	\$147,741	10.00%	\$134,310	10.00%	\$122,100	10.00%	\$111,000
Millage Rate:	15.9798	-1.00%	16.1412	-0.71%	16.2571	-5.02%	17.1166	-1.53%	17.3818
Ad Valorem:	\$0.00	-100.00%	\$2,457.51	7.93%	\$2,277.04	8.00%	\$2,108.30	9.27%	\$1,929.39
Non Ad Valorem:	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00
Total:	\$0.00	-100.00%	\$2,457.51	7.93%	\$2,277.04	8.00%	\$2,108.30	9.27%	\$1,929.39
Paid/Due:	Exempt		Paid		Paid		Paid		Paid

*Estimated

Sales History:

Parcel 09-31-15-00000-240-0600 was purchased Dec 30th, 2022, for \$1,000,000 as recorded in Pinellas County Public Records Book 22308 Page 0879.

Parcel 09-31-15-52614-004-0140 and 09-31-15-52614-004-0160 was purchased Sept 26, 2023, for \$1,300,000 as recorded in Book 22580 Page 0504.

Extraordinary assumptions:

We are not building inspectors and assume that all mechanical and structural elements of the property are in average condition, unless otherwise noted.

Hypothetical conditions:

None.

Real property interest valued:

Fee Simple

Highest and Best Use: 42-unit hotel with ground floor retail
Estimated Exposure Time
And Marketing Period: 3-6 months

Opinion of Value

Residual Land Value based on projected 3-story 42 room hotel with 13,900 Sq. Ft. of retail/lobby/support: \$5,262,000

Reconciled: \$5,262,000

Based on the Residual Land Value technique, it is my opinion that the *Market Value* in *Fee Simple* for development purposes as of September 3rd, 2024, was:

FIVE MILLION, TWO HUNDRED & SIXTY-TWO THOUSAND DOLLARS[®]
(\$5,262,000)

Respectfully submitted,



Paul T. Willies
State-Certified General Real Estate Appraiser #RZ2762

Commercial Contract

1. **PARTIES AND PROPERTY:** QTY OF MADEIRA BEACH, a Florida municipal corporation ("Buyer")

agrees to buy and ENGAGING HEAVEN MINISTRIES INC., a Florida not-for-profit corporation ("Seller")

agrees to sell the property at:

Street Address: 50 153RD AVENUE, MADEIRA BEACH, FL 33708 (3 parcels, as further described in Section 2_3
hereof)

Legal Description: SEE SECTION 23 HEREOF

and the following Personal Property: N/A

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 4,600,000.00

(a) Deposit held in escrow by: TRASK DAIGNEAULT LLP \$ 50,000.00
 ("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: 1001 S. Ft. Harrison Ave., Clearwater, FL Phone: 727-733-0494

(b) Additional deposit to be made to Escrow Agent

☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within ____ days after Effective Date \$ _____

(c) Additional deposit to be made to Escrow Agent

☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within ____ days after Effective Date \$ _____

(d) Total financing (see Paragraph 5) \$ _____

(e) Other \$ _____

(f) All deposits will be credited to the purchase price at closing.

Balance to close, subject to adjustments and prorations, to be paid
 via wire transfer.

\$ 4,550,000.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before **June 24, 2025**, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or** _____. Calendar days, based on where the Property is located, will be used when computing all time periods. Other than time for acceptance and Effective Date as set forth above, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, ending or occurring on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed will extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

Buyer (*JS*) (_____) and Seller (*JS*) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

(a) **Closing Date:** This transaction will be closed on **September 22, 2025** (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) **Location:** Closing will take place in Pinellas County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or \$_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as **MUNICIPAL PROPERTY**

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and within 15 days after Effective Date or at least _____ days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed

Buyer (AS) (_____) and **Seller** (AS) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within 10 days from receipt of the notice ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

(i.) ☒ **Seller** will, within 10 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

_____ prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☐ **Buyer** will, at ☐ **Seller's** ☐ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: **Seller** warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$_____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

☐ **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 60 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**

Buyer  (_____) and **Seller**  (_____) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) **Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) **Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) **Documents:** **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

(f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,

Buyer (RS) () and **Seller** (JS) () acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

17. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker:

EXP Realty, LLC,

Jeffrey Lewis

(Company Name)

(Licensee)

10752 Deerwood Park Blvd. #100, Jacksonville, Florida (888)883-8509 (941) 315-8557 a.shahi.broker@exprealty.net

(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

(b) Buyer's Broker: N/A

Buyer (PS) (J) and **Seller** () () acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.
Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

CITY OF MADEIRA BEACH, a Florida municipal corporation

(Signature of Buyer) Date: 6-19-25

Robin I. Gomez
(Typed or Printed Name of Buyer) Tax ID No.: _____

Title: City Manager Telephone: 727.580.8014

(Signature of Buyer) Date: _____

(Typed or Printed Name of Buyer) Tax ID No.: _____

Title: _____ Telephone: _____

Buyer's Address for purpose of notice 300 Municipal Drive, Madeira Beach, FL 33708

Facsimile: _____ Email: _____

ENGAGING HEAVEN MINISTRIES INC., a Florida not-for-profit corporation

(Signature of Seller) Date: 6-20-25

James Levesque
(Typed or Printed Name of Seller) Tax ID No.: 32-0193989

Title: President Telephone: 727-221-4337

(Signature of Seller) Date: _____

(Typed or Printed Name of Seller) Tax ID No.: _____

Title: _____ Telephone: _____

Seller's Address for purpose of notice: 50 153rd Avenue, Madeira Beach, FL 33708

Facsimile: _____ Email: _____

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Buyer (Re) (_____) and Seller (SLR) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.



City of Madeira
Beach Public Works

150th Ave

MEMORANDUM

TO: City Commission

FROM: Robin I. Gomez, City Manager

DATE: July 23, 2025

RE: Code Enforcement – abandoned/derelict boats and
abandoned/unmaintained pools

Background

Our PCSO Community Policing Deputies respond/review/take action on code enforcement activities such as abandoned/unmaintained pools. The PCSO Marine Unit responds/reviews/takes action on any abandoned/derelict vessel (boats).

Discussion

Enclosed is a presentation previously provided by the PCSO regarding abandoned, derelict, at-risk, etc., vessels and some of the statutes, processes, and over-all guidance.

2022-2023 – PCSO and contractor(s) removed 20+ derelict/abandoned vessels off Boca Ciega Bay/Hurricane Hole and areas just outside City limits.

Processes currently continue although a recently adopted Florida law now restricts random vessel checks forcing deputies to have reasonable suspicion versus previously just performing a random safety check.

PCSO community policing deputies continue to contact property owners where pools appear to be unmaintained and/or abandoned as well as high grass/weeds, debris, and other non-building related code issues. This will continue throughout the summer including distributing the mosquito flyers to help address/combat the presence and proliferation of mosquitoes.

MOSQUITOFISH

HOW THEY CAN HELP

PINELLAS COUNTY MOSQUITO CONTROL

WHAT ARE MOSQUITOFISH?

Eastern Mosquitofish, *Gambusia holbrooki*, are a native fish to Florida. They are small, and grow to be around 2 to 3 inches in length. They are naturally found in many lakes, ponds, and ditches.

WHAT CAN THEY DO?

Mosquitofish serve as a great form of biological control against mosquitoes. Each adult mosquitofish can consume up to 100 mosquito larvae per day. They are a great resource for large areas of standing water, such as pools in disrepair or ornamental ponds.

WHERE CAN I GET THEM?

Pinellas County Mosquito Control breeds mosquitofish, and can send a technician to place them on a resident's property for **FREE** with the property owner's permission. If interested, contact us!



HOW TO CONTACT US

Office Phone: (727) - 464 - 7503

Email: mosquitocontrol@pinellas.gov

Website: Pinellas.gov/mosquito

Fight the Bite!

How you can prevent and protect yourself from mosquitoes this summer



Dump, cover, or treat any standing water around your property



Defend by using an insect repellent with a CDC recommended ingredient, such as Oil of Lemon Eucalyptus, DEET, Picaridan, or IR3535



Dress in light colored, long sleeved clothing with closed toe shoes



More information can be found on pinellas.gov/mosquito

Fight the Bite!

How residents can discourage mosquito breeding this summer

Dump any standing water around your home.

This can include buckets, toys, clogged gutters, plant pot saucers, or any other item in a yard that can hold water

Cover any areas of standing water, such as rain barrels, with protective screen or tarp

Treat any standing water that is hard to dump, such as the water that collects in plants. You can use *Bti*, a natural soil bacterium, to treat these areas

For large areas of standing water, such as pools in disrepair, you can get free mosquitofish from mosquito control to use as a biological control



Having a mosquito issue on your property?

Contact Pinellas County Mosquito Control for a free service request!*

Call us at 727 - 464 - 7503
or email
mosquitocontrol@pinellas.gov

*Service requests can only be completed on properties where the owner has given Mosquito Control permission to access.

More information can be found on
pinellas.gov/mosquito

Fight the Bite!

What to expect at a service request

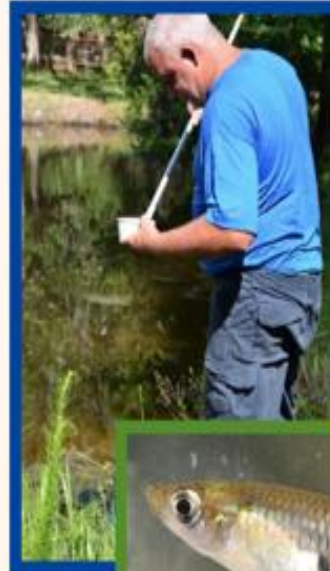


Having a mosquito issue on your property?
Contact Pinellas County Mosquito Control for a free service request!

What to expect:

A trained technician will come to your property, with owner permission, and inspect for mosquito breeding

If breeding is found, the technician will either dump the water, treat the water with a granular larvicide, or recommend mosquitofish



More information can be found on pinellas.gov/mosquito

MEMORANDUM

TO: City Commission
FROM: Robin I. Gomez, City Manager
DATE: July 23, 2025
RE: Strategic Planning

Background

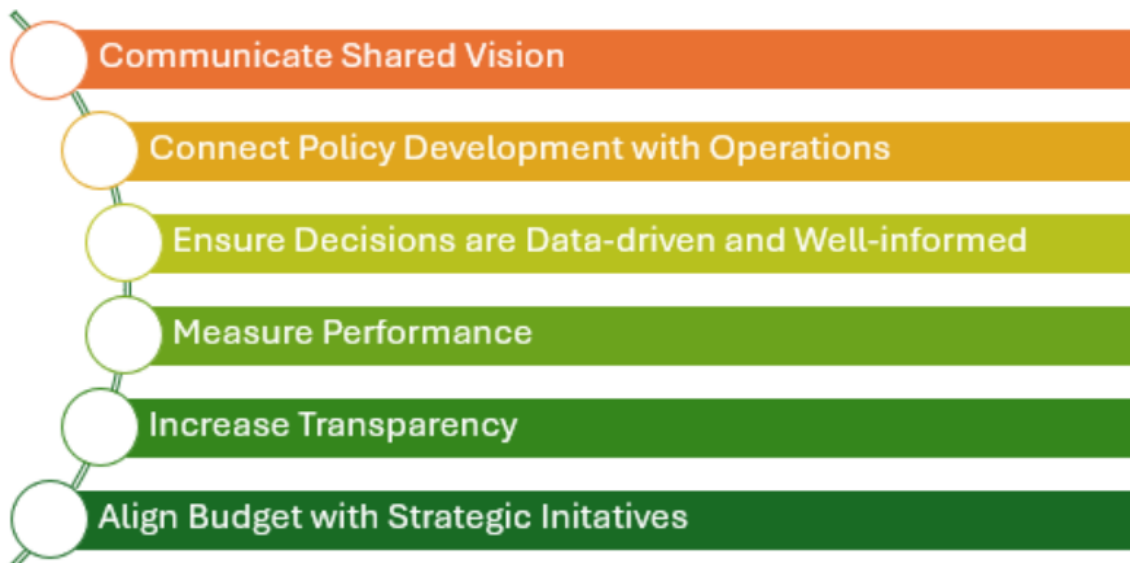
Commission to discuss City Strategic planning.

Discussion

The City has produced/generated both internally and with the assistance of outside professional firms various comprehensive plans, City master plans, and other department-specific plans.

However, a City strategic plan has had minimal activity, attention, and/or support in recent years. Creating such a plan would likely incorporate an outside professional firm to help focus on the City's future incorporating city operations, policies, budgets, capital projects, and much more and what/how they would guide the City over the next 5-7 years.

To borrow from the City of Homestead, FL, a strategic plan would tend to incorporate/have a strong focus on:



MEMORANDUM

TO: City Commission
FROM: Robin I. Gomez, City Manager
DATE: July 23, 2025
RE: Electric (E-bikes)

Background

Commission to review/discuss City's micromobility ordinance, processes, etc., relative to electronic (e-bikes), motorized bicycles.

Discussion

Adopted in 2021:

Sec. 66-130. Definitions.

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

Micromobility device means any motorized transportation device made available for private use by reservation in store or through an online application, website, or software for point-to-point trips and which is not capable of traveling at a speed greater than 20 miles per hour on level ground. This term includes motorized scooters and motorized bicycles as defined by Florida Statute § 316.03. Devices required by handicapped are exempt.

Micromobility parking is approved parking for micromobility devices.

Micromobility provider means any person or entity which has micromobility devices that are available to the public for rental. This does not include personal motorized scooters or motorized bicycles used for private transportation by its owner.

Motorized bicycles are electric bicycles or tricycles equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of less than 750 watts.

Motorized scooters is any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground as defined in Florida Statute § 316.003.

(Ord. No. 2021-07, § 1, 5-12-21)

Sec. 66-131. General provisions.

- (a) All motorized scooters, motorized bicycles, and micromobility devices are subject to all the rules and regulations below:
- (1) The riding of motorized scooters, motorized bicycles, and micromobility devices shall be prohibited upon any sidewalk, shared use path, or on the beach within the city or any area as designated by the city where notice is posted.
 - (2) Operation of a micromobility device or privately owned motorized scooter or motorized bicycle upon a public sidewalk or walkway is prohibited except for the purposes of parking the device in an acceptable location. Micromobility devices, motorized scooters, and motorized bicycle shall only operate within bike lanes, if available, or upon streets with a posted speed limit of 30 mph or less.
 - (3) Micromobility devices and motorized scooters are prohibited from the following locations: John's Pass Boardwalk, public beaches within the City of Madeira Beach, Bicentennial Park, Madeira Beach Fundamental K-8 School, Madeira Beach Elementary School, Madeira Beach Causeway Park, and Madeira Beach R.O.C. Park, and Pinellas County Madeira Beach Access.
 - (4) The city manager has the authority to further restrict the use of motorized scooters, motorized bicycles, and micromobility devices in cases where a roadway may be closed due to an event.

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 - (4) The city manager has the authority to further restrict the use of motorized scooters, motorized bicycles, and micromobility devices in cases where a roadway may be closed due to an event.
- (b) In addition to city code, micromobility devices are subject to any and all state law pertaining to micromobility devices, motorized scooters, or motorized bicycles, as applicable, and as may be amended.
- (c) No person under the age of 16 years old shall operate a micromobility device within the city. It is unlawful for the parent, legal guardian or custodian of a minor child to knowingly permit the child to violate any provision of this article.

- (d) Ridership of more than one person on any micromobility device or motorized scooter shall be prohibited. The ridership of more than one person on any motorized bicycle shall be prohibited unless the motorized bicycle is specifically designed to carry more than one person.
- (e) All micromobility devices, motorized scooters, and motorized bicycles within the city shall be limited to a maximum speed of 15 mph.
- (f) Motorized scooters and motorized bicycles, regardless of ownership, shall not be parked in a manner that obstructs any ingress or egress from any building or parking area, or in a manner that prevents any sidewalk or walkway from maintaining at least five feet of walkway clearance.

(Ord. No. 2021-07, § 1, 5-12-21)

Sec. 66-132. Micromobility provider agreement.

- (a) No micromobility provider shall display, offer, or make available for rent any mobility device within the City of Madeira Beach, unless the provider has a valid fully executed agreement with the City of Madeira Beach or has obtained approval from the City of Madeira Beach through an established process.
- (b) Agreements with micromobility providers shall first come before the by the city manager prior to execution.
- (c) Micromobility providers shall provide proof of insurance to the City of Madeira Beach at the following minimum limits:
 - (1) Commercial general liability insurance coverage with a limit of at least \$1,000,000.00 per occurrence and with a \$5,000,000.00 aggregate limit.
 - (2) Commercial automobile liability insurance coverage with a combined single limit of \$1,000,000.00 covering all owned, hired, and non-owned vehicles.
 - (3) Workers' compensation insurance as required by Florida law and employers' liability insurance in an amount of at least \$100,000.00 each accident, \$100,000.00 per employee, and \$500,000.00 for all diseases.
 - (4) All insurance policies, except workers' compensation, shall name the City of Madeira Beach as an additional insured. All insurance required shall be on a primary and noncontributory basis and shall waive subrogation rights of its insurance carriers in favor of the City of Madeira Beach.
- (d) Upon the cancellation or lapse of any policy of insurance as required by this section, the license issued pursuant to this section shall be immediately revoked unless, before the expiration date of the policy of insurance, another policy of insurance containing all the requirements of the original policy of insurance is obtained.

(Ord. No. 2021-07, § 1, 5-12-21)

Sec. 66-133. Requirements for micromobility providers.

- (a) All motorized bicycles utilized in a micromobility program shall conform with the standards set forth in Title 16, Code of Federal Regulations, Chapter II, Subchapter C, Part 1512—Requirements for Bicycles, the safety standards outlined in ISO 43.150—Cycles, subsection 4210, and Florida Statute § 316.2065, as may be amended or revised.
- (b) All micromobility devices shall comply with the lighting standards set forth in Florida Statute § 316.2065(7), as may be amended or revised, which requires a reflective front white light visible from a distance of at least 500 feet and a reflective rear red light visible from a distance of at least 600 feet.

- (c) All micromobility devices utilized shall include easily accessible and identifiable language that clearly directs users to customer support mechanisms, including, not limited to, a customer service phone number, websites, and applications. Every micromobility devices must have a unique device number and have the name of provider visible on the vehicle.
- (d) A micromobility provider shall only place or stage, or allow to be placed or staged, micromobility devices in an upright position within or upon designated micromobility parking stations. These parking locations shall not be located on city right-of-way, unless approval was granted by the city manager in writing. All users of micromobility devices shall return the device to a designated parking station at the end of each trip. The city manager may approve a micromobility provider to establish a micromobility parking station on city right-of-way, if it determined the parking station will help improve access to and from a transit stop and the location has adequate space to not negatively impact pedestrian mobility, ADA accessibility, or access to property. Penalties for violating this section are included in section 66-134.
- (e) Micromobility devices that are inoperable/damaged or do not comply with other subsections of this Code must be removed within two hours upon receipt of the complaint between the hours of 7:00 a.m. and 7:00 p.m., seven days per week and within 12 hours upon receipt of the complaint on holidays. An inoperable or damaged micromobility devices, motorized bicycle, or motorized scooter is one that has non-functioning features (i.e., gear selectors, pedals, bell, lights, etc.) or is missing components (i.e., fenders, grips, chain guards, etc.) as applicable to that vehicle. Penalties for violating this section are included in section 66-134.
- (f) Operators must detail a plan to relocate the micromobility devices to a safe, indoor facility within 24 hours in the result of a declared tropical weather event (tropical storm or hurricane watch or warning, whichever comes first). The plan must detail the amount of time it will take to remove all micromobility units from circulation once a storm watch or warning has been established. Penalties for violating this section are included in section 66-134.
- (g) The micromobility provider's smartphone application and website must inform users of how to safely and legally ride a micromobility device per this Code and as defined by Florida Statute ch. 316.
- (h) Micromobility providers must provide the City of Madeira Beach an accurate list of their micromobility devices fleet with the following information:
 - (1) The number of micromobility devices that are currently in their fleet located in the City of Madeira Beach.
 - (2) The unique device numbers.
 - (3) Type of micromobility device.
 - (4) When the micromobility device was put into service.
 - (5) A list of active parking spots for micromobility devices that will be updated if any parking spots are added or removed.
- (i) If a micromobility provider make changes to their micromobility devices fleet, they are required to provide and updated list of the changes to the City of Madeira Beach.
- (j) The City of Madeira Beach can restrict the number of micromobility devices based on protecting the health, safety, and welfare of persons within the city.
- (k) The city manager or his designee may request micromobility providers to provide to the city monthly data, which may consist of:
 - (1) Number of daily, weekly, and monthly riders.
 - (2) Total number of miles traveled by users (daily, monthly, quarterly, annually) broken down by device type.

- (3) Average time each unit spends available (not in use);
- (4) Number of rides per user per day.
- (5) Number of rides per device type.
- (6) Duration of rides per rider per day.
- (7) Monthly summary of micromobility devices distribution and GPS-based natural movement in heat map format.
- (8) Micromobility providers shall distribute a six month and one-year customer satisfaction survey, the summary and raw results of which shall be provided to the City of Madeira Beach.

(Ord. No. 2021-07, § 1, 5-12-21)

Sec. 66-134. Penalties.

- (a) Unauthorized micromobility providers are prohibited from operating within the City of Madeira Beach.
- (b) If a micromobility provider without a valid agreement with the City of Madeira Beach is found deploying micromobility devices within the City of Madeira Beach, it will be presumed that the provider is in violation of this section. A violation of this section shall be considered a code enforcement violation and is punishable by a fine of \$500.00 per instance.
- (c) A micromobility device that is displayed, offered, made available for rent by a micromobility provider without a valid agreement within the city, or abandoned on the city rights-of-way, [a] city park, or [a] city public building, is subject to impoundment. All seized unauthorized micromobility devices will be stored at a location provided upon the notice and shall be store for a period of 30 days, after which the devices may be disposed of by the City of Madeira Beach. A fee of \$100.00 per unit seized will be charged to the unauthorized micromobility provider to recover the seized devices.
- (d) The City of Madeira Beach may charge a fine of \$25.00 per micromobility device left in a manner which violates section 66-133(d).
- (e) If a micromobility device that is inoperable/damaged or does not comply with other subsections of this Code is not removed within the limit set forth in section 66-133(e) a fine of \$50.00 per device will be charged to the micromobility provider.
- (f) Micromobility providers who fail to comply or relocate devices as outlined in section 66-133(f) will be charged a fine of \$500.00 per instance.

(Ord. No. 2021-07, § 1, 5-12-21)



Memorandum

Meeting Details: July 23, 2025 – Board of Commissioners Workshop
Prepared For: Honorable Mayor Brooks and the Board of Commissioners
Staff Contact: Community Development Department
Subject: DISCUSSION Ordinance 2025-14: Amendments to Chapter 14., Article IV, Elevation and Relocation of Structures

Background:

Since Hurricane Helene, there has been an increase in the number of variances and building permits related to elevating existing residential structures. When a property owner applies for a variance, it is a \$1,800 fee for single family, duplexes, and townhomes and a \$2,000 fee for multifamily, tourist dwellings, and commercial. Completing the variance process can add 30 days or more to the permitting process. Furthermore, variances must meet strict approval criteria and may not be a viable option for all project. Property owners have the right to elevate their existing homes or rebuild after a catastrophic loss (Sec. 110-96); however, many applicants continue to face challenges meeting setback requirements – particularly when rebuilding on nonconforming lots or within existing encroachments.

Discussion:

City staff proposes amendments to Chapter 14, Article IV “Moving of Structures” of the Madeira Beach Code of Ordinances to streamline the permitting process for structure elevation. These amendments are focused on helping property owners elevate their existing homes. The changes clarify definitions, establish consistent treatment of access structures such as stairs and ramps, and allow reasonable encroachments into required yards without triggering a variance. The updates are intended to reduce permitting delays and provide more flexibility to homeowners elevating existing structures.

Fiscal Impact:

Clearer regulations in the Code are expected to reduce staff time spent on interpretation and plan review. They may also result in fewer variance applications, improving efficiency and reducing administrative costs.

Recommendation(s):

Staff recommends approval of Ordinance 2025-14, amending Chapter 14, Article IV – “Elevation and Relocation of Structures.”

Attachments/Corresponding Documents:

- Ordinance 2025-14, amending Chapter 14, Article IV – “Elevation and Relocation of Structures.”
- Ordinance 2025-14, Business Impact Estimate

ORDINANCE 2025-14

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE IV (MOVING OF STRUCTURES) OF CHAPTER 14 (BUILDINGS AND BUILDING REGULATIONS) OF THE CODE OF ORDINANCES TO REVISE THE TITLE OF SAID ARTICLE TO ELEVATION AND RELOCATION OF STRUCTURES; TO ESTABLISH REQUIREMENTS FOR ELEVATION PERMITS, REQUIRE DOCUMENT SUBMITTALS, PROVIDE FOR SETBACKS AND ADDRESS CONDITIONS OF PERMIT ISSUANCE FOR THE ELEVATION OF EXISTING STRUCTURES WHERE THE STRUCTURE REMAINS WITHIN THE ORIGINAL HORIZONTAL FOOTPRINT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff has reviewed the provisions of Article IV of Chapter 14 of the Code of Ordinances of the City of Madeira Beach and has recommended the addition of language under Division 1 thereof to establish requirements for permit, application, site plan submittal, setbacks and project completion for the elevation of existing structures where the structure remains within the original horizontal footprint; and

WHEREAS, the recommendations of the City staff have been found meritorious by the Board of Commissioners; and

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

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

Section 1. That Article IV (Moving of Structures) of Chapter 14 (Buildings and Building Regulations) of the Code of Ordinances of the City of Madeira Beach shall be renamed to “Elevation and Relocation of Structures.”

Section 2. That Division 1 (Generally) of Article IV (Elevation and Relocation of Structures) of Chapter 14 (Buildings and Building Regulations) of the Code of Ordinances of the City of Madeira Beach shall be renamed to “Elevation of Structures Within Existing Footprint” and provisions therefor be added as Sections 14-131 through 14-135 and shall read as follows:

ARTICLE IV. ~~MOVING~~ ELEVATION AND RELOCATION OF STRUCTURES

DIVISION 1. ~~GENERALLY~~ ELEVATION OF STRUCTURES WITHIN EXISTING FOOTPRINT

Sec. 14-131. – Purpose and applicability.

This division applies to the elevation of existing structures above the design flood elevation where the structure remains within the original horizontal footprint. These provisions establish requirements for permit application, site plan submittal, setbacks, and project completion, in accordance with current city codes and floodplain standards. In the event of a conflict between this division and any other section of the City Code, the provisions of Division 1 – Elevation Within Existing Footprint shall prevail to the extent of the inconsistency.

Sec. 14-132. – Elevation permit required.

No person, firm or corporation shall elevate an existing structure without first obtaining an elevation permit from the city. A separate permit is required for each structure. The elevation must maintain the structure within the existing horizontal footprint unless otherwise approved through the appropriate permit review process. The scope of work must be clearly defined at the time of application to indicate whether the project involves elevation only, or includes additional elements such as construction of access stairs or ramps, enclosure, interior remodeling, utility reconfiguration, or other structural, architectural or lot grade modifications. Work beyond elevation only may require separate permits and reviews to ensure compliance with all applicable codes.

Sec. 14-133. –Document Submittals.

An application for an elevation permit must include a drawn to scale site plan and applicable construction documentation prepared by a qualified design professional, including a Florida licensed engineer, architect, or surveyor, based on the defined scope of work. As applicable, the submittal shall include the following:.

(a) Boundary survey signed and sealed by a registered Florida Professional Surveyor showing:

- (1) Existing improvements and topography;
- (2) FEMA NFIP flood map information; and
- (3) Ground elevations on-site, off-site (up to five (5) feet on adjacent properties, and centerline of the roadway).

(b) Site Plan Requirements:

- (1) Existing and proposed finished floor elevations;
- (2) Property lines and the existing and proposed building footprint;
- (3) Location and dimensions of stairs, landings, ramps, decks, and any access structures (If not applicable to scope of work by elevating contractor, label "by others under separate permit");
- (4) Location of mechanical equipment, meters, and utility connections;
- (5) Existing and proposed driveways, curb cuts, and access features (If applicable to scope of work);
- (6) Landscaping plan with restoration (if no disruption is proposed, note "no landscaping disturbance");
- (7) Erosion control measures; and
- (8) Exterior façade modifications or enclosure of previously open areas (If applicable, shown for reference only with note: "by others under separate permit").

(c) Construction Documentation Requirements:

- (1) Structural details, including foundation type, area below elevated structure, and elevated slab systems (as applicable);
- (2) Interior layout or modifications to the elevated structure (If included in the scope of work);
- (3) Florida Product Approvals (as applicable for windows, doors, garage doors, etc.); and
- (4) Energy calculations (required if scope includes new conditioned space or enclosure; not required for elevation-only projects).

(d) Floodplain Compliance Requirements:

- (1) Demonstration of compliance with: FEMA regulations, Florida Building Code (FBC), Madeira Beach Land Development Regulations and floodplain management standards;
- (2) Coastal A and V Zone Design Certificates (as applicable); and
- (3) Signed and county-recorded Non-Conversion Agreement, including right of inspection as a condition of final certificate of occupancy or completion.

Sec. 14-134. – Setbacks and access encroachments.

(a) Definitions:

(1) Access structures are all constructed elements that facilitate pedestrian movement between vertical levels of a building. These structures encompass stairs, ramps, landings, guardrails, handrails, and support posts. These structures are intended to provide compliant ingress, egress, or circulation in accordance with the Florida Building Code and applicable accessibility standards. Access structures are not considered habitable space and may not be roofed.

(2) Elevated Decks are raised, open platforms supported by structural posts or piers. They are attached to or adjacent to a principal structure and are designed for outdoor use. While an elevated deck may have an attached access structure such as stairs or a ramp, such access components are not considered part of the deck for the purposes of this Division. Elevated decks may not be enclosed with solid walls.

Access Structures

	<u>Maximum Distance from Façade</u>	<u>Minimum Distance from Property Line(s)</u>
<u>Front</u>	<u>Eight (8) feet</u>	<u>Zero (0) feet</u>
<u>Side</u>	<u>Four (4) feet</u>	<u>Two (2) feet</u>
<u>Rear</u>	<u>Ten (10) feet</u>	<u>Twelve (12) feet</u>

Elevated Decks

	<u>Maximum Distance from Façade</u>	<u>Minimum Distance from Property Line(s)</u>
<u>Front</u>	<u>Five (5) feet</u>	<u>Ten (10) feet</u>
<u>Side</u>	<u>Zero (0) feet</u>	<u>n/a</u>
<u>Rear</u>	<u>Ten (10) feet</u>	<u>Twelve (12) feet</u>

Sec. 14-135. – Conditions of permit issuance and closeout.

(a) Issuance of an elevation permit is contingent on compliance with current Florida Building Code, floodplain management regulations, and applicable land development regulations.

(b) Separate permits are required for all companion work, if not included in elevation scope, including but not limited to:

(1) At-grade slab construction;

(2) Access structure(s) installation;

- (3) Electrical and utility reconnections;
- (4) Regrading or driveway restoration; and
- (5) Wall infill and garage reconfiguration.

(c) Prior to final inspection and permit closeout, the following must be submitted:

- (1) As-built survey showing post-elevation conditions, including verification of compliance with setbacks, site drainage, and access standards, as applicable to scope;
- (2) Final Elevation certificate utilizing the most current form at the time of preparation;
- (3) Foundation installation as-built showing location, depth and capacity of all deep foundation; and
- (4) Photographic documentation of landscape or frontage restoration, if applicable.

(d) All applicable forms and documentation required by the Building Department, such as the Notice of Commencement, signed checklists, and additional elevation-related certifications, shall be submitted as a condition of final inspection and approval. The Building Official may withhold final approval or the certificate of completion until all required documentation is provided.

~~Secs. 14-131—14-135. Reserved.~~

Section 3. That this Ordinance shall become effective immediately upon its passage and adoption.

Section 4. 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 5. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 6. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section 7. The Codifier shall codify the substantive amendments to the Code of Ordinances of the City of Madeira Beach contained in Sections 1 and 2 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 8. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2025.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

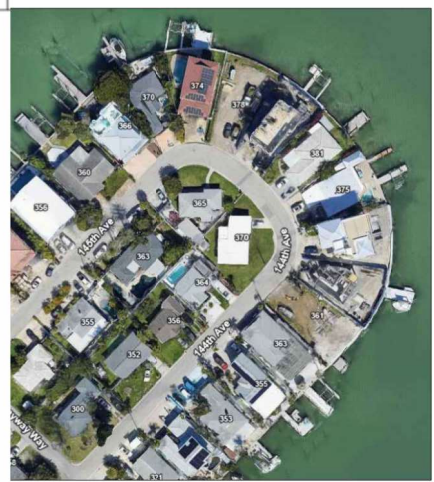
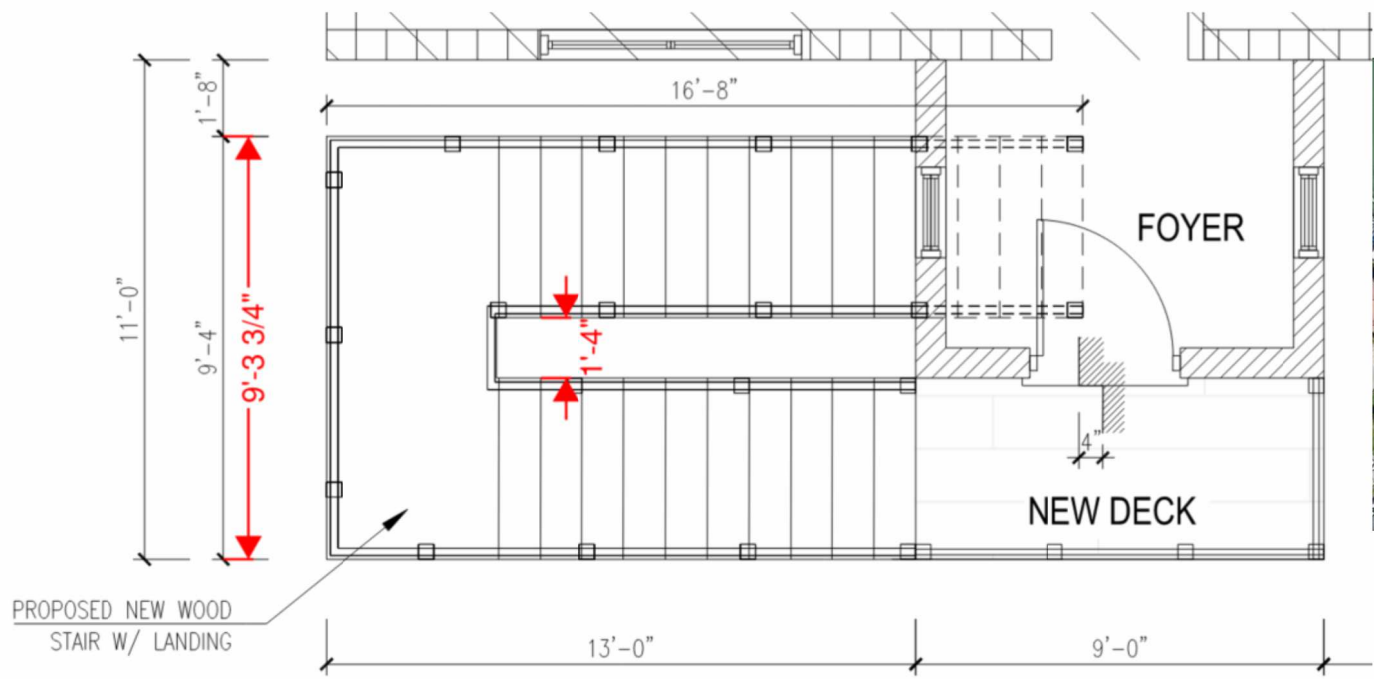
PASSED ON SECOND READING: _____



GOOGLE MAP ELEVATION

NTS

Daniel Diaz



DMD & COMPANY
STRUCTURAL ENGINEERS
2430 Gulf To Bay Blvd, Ste C
Clearwater, FL 33765
727.857.3379
dmd-company.com

CONSULTANT

DANIEL DIAZ
LICENSED
No. 95657
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

PROJECT

This item has been digitally signed and sealed by Daniel Diaz, P.E. on the date adjacent to seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

**266 145th AVE E,
MADEIRA
BEACH, FL
33708**

MARK	DATE	DESCRIP.
CD	02/21/25	PERMIT
Δ	5/23/25	REV-1

SHEET MANAGEMENT

PROJECT NO: 2025014

SHEET TITLE

COVER

SHEET NUMBER

A-0

GENERAL NOTES

1. THE PROJECT CONSISTS OF RAISING THE EXISTING CONCRETE-SLAB RESIDENCE ON MASONRY PLASTER AND STEEL BEAMS, BUILDING TWO WOOD-FRAMED STAIRCASES FOR MAIN AND SECONDARY ACCESS, AND INCLUDING DECKS AS NECESSARY FOR ACCESSIBILITY.
2. ALL NEW WORK IS TO COMPLY WITH THE FLORIDA RESIDENTIAL BUILDING CODE 2023, 8TH EDITION AND WITH ALL APPLICABLE CODES AND LOCAL ORDINANCES.
3. INFORMATION ON SITE PLAN AND LEGAL DESCRIPTION HAVE BEEN PROVIDED BY THE OWNER / CONTRACTOR AND ASSUMED TO BE CORRECT.
4. ALL REINFORCING SHALL BE HELD SECURELY IN PLACE WITH STANDARD ACCESSORIES DURING PLACING OF CONCRETE. IF REQUIRED, ADDITIONAL BARS OR STIRRUPS SHALL BE PROVIDED BY THE CONTRACTOR TO FURNISH ADEQUATE SUPPORT.
5. THE CONTRACTOR SHALL COORDINATE THE SIZE, NUMBER & LOCATION OF ALL ANCHOR BOLTS, INSERTS, WELD PLATES AND OTHER ITEMS TO BE EMBEDDED IN THE CONCRETE AS REQUIRED BY ALL TRADES. THE ACTUAL LENGTH OF THE ANCHOR BOLT REQUIRED SHALL TAKE INTO ACCOUNT THE THICKNESS OF THE ATTACHED PART, THE NUT THICKNESS, ETC.
6. THE CONTRACTOR SHALL PROVIDE ALL SHORING AND BRACING NECESSARY TO MAINTAIN THE STRUCTURAL INTEGRITY OF THE STRUCTURE PERMANENTLY AND / OR DURING THE CONSTRUCTION PROCESS AS MAY BE REQUIRED.
7. ALL CONDITIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ALL DIMENSIONS AND ELEVATIONS SHALL BE CHECKED BY THE GENERAL CONTRACTOR PRIOR TO CONSTRUCTION, DO NOT SCALE THE DRAWINGS. ANY ADJUSTMENTS AND / OR CORRECTIONS SHALL BE MARKED AND BROUGHT TO THE ATTENTION OF THE OWNER.
8. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH SAFETY PROCEDURES, METHODS AND MEANS OF CONSTRUCTION AND ALL REQUIREMENTS BY APPLICABLE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND CODES.
9. ALL WOOD EXPOSED TO WEATHER SHALL BE SMOOTH, CLEAR & FREE OF DEFECTS, CHECKING, ETC.
10. DOOR HARDWARE IS TO BE FIRST GRADE RESIDENTIAL AS SELECTED OR APPROVED BY OWNER.
11. PAINT INTERIOR AND EXTERIOR EXPOSED SURFACES THAT DO NOT RECEIVE PRE-FINISHED MATERIAL (3 COATS) COLOR SELECTED BY OWNER.
12. ALL CONNECTORS TO BE SIMPSON UNLESS NOTED OTHERWISE, WITH NEC.
13. UTILITIES WILL BE MOVED UNDERGROUND IN COMPLIANCE WITH MADEIRA BEACH CODE SEC. 14-121.
14. GUTTERS WITH DOWNSPOUTS POINTED AWAY FROM ADJACENT PROPERTIES ARE REQUIRED.

LEGAL DESCRIPTION:

PROPERTY ADDRESS:
266 145th Ave E, Madeira Beach,
FLORIDA 33708.

DESCRIPTION:
LOT 37, FIRST ADDITION TO MADEIRA SHORES,
AS RECORDED IN PLAT BOOK 25, PAGE 25
OF THE PUBLIC RECORDS OF PINELAS
COUNTY, FLORIDA.

FLOOD ZONE INFORMATION:
BY PERFORMING A SEARCH WITH THE LOCAL
GOVERNING MUNICIPALITY OR WWW.FEMA.GOV,
THE PROPERTY APPEARS TO BE LOCATED IN
ZONE AE-VI (WITH A BASE FLOOD ELEVATION
OF 11'-12"). THIS PROPERTY WAS FOUND IN
CITY OF MADEIRA BEACH, COMMUNITY NUMBER
125127, DATED 06/24/2021.

SITE DATA TABLE

	EXISTING	PROPOSED	REQUIRED
FAR (FLOOR AREA RATIO)	0.29	0.29	-
STRUCTURE COVERAGE	29%	29%	-
GREENSPACE	40%	37%	-
BUILDING HEIGHT (MEASURED FROM DFE)	1.2'	15.8'	-
LIVING AREA	1426 S.F.	1426 S.F.	-
POOL AREA	383 S.F.	383 S.F.	-
PATIO AREA	595 S.F.	363 S.F.	-
DRIVEWAY AREA	300 S.F.	300 S.F.	-
IRIS%:			
BUILDING FOOTPRINT	1426 S.F.	1805 S.F.	-
PARKING AND DRIVEWAY	300 S.F.	300 S.F.	-
POOL AND/OR PATIO AREAS	978 S.F.	746 S.F.	-
WALKWAYS	309 S.F.	309 S.F.	-
OTHER	-	-	-
SETBACKS:			
FRONT YARD	23.2'	18.8'	20.0'
RIGHT SIDE YARD	7.3'	7.3'	7.0'
LEFT SIDE YARD	7.5'	7.5'	7.0'
REAR YARD	35.3'	25.0'	25.0'

SITE PREPARATION

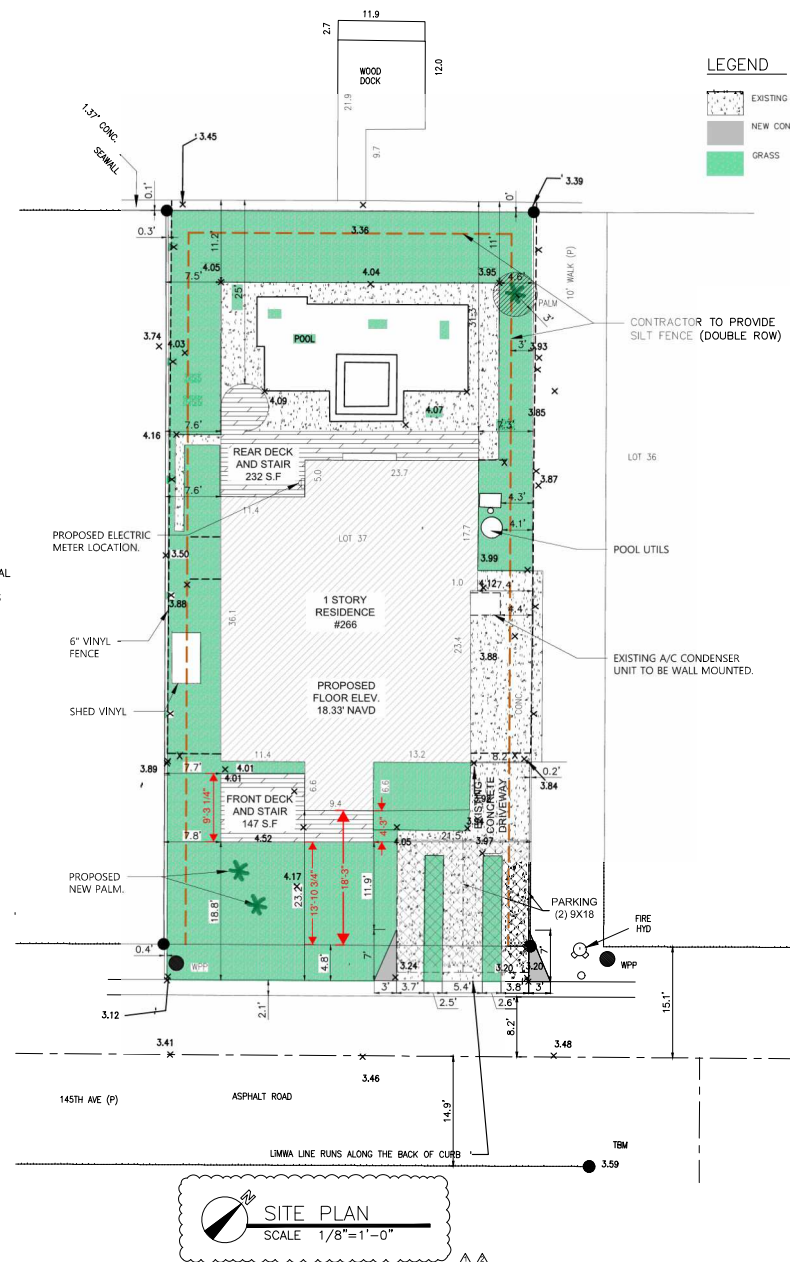
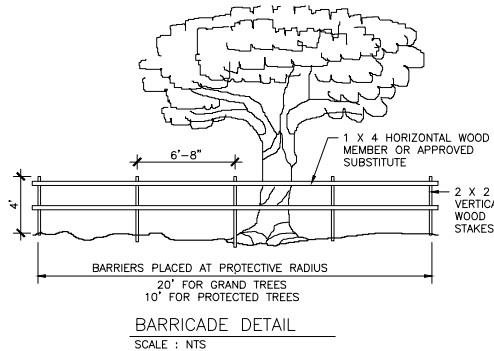
THE RESIDENCE AREA SHOULD BE STRIPPED OF TOPSOIL AND ORGANICS. THEN THE STRIPPED BUILDING SUBGRADE SHOULD BE PROOF-ROLLED WITH A HEAVY DRUM-TYPE VIBRATORY COMPACTOR HAVING A MINIMUM STATIC WEIGHT OF 20,000 POUNDS. PROOF-ROLLING OF THE BUILDING AREA, TO 7 FEET BEYOND CONSTRUCTION LINES, SHOULD CONSIST OF AT LEAST 10 COMPLETE COVERAGES BY THE COMPACTOR EQUIPMENT. COMPACTION SHOULD CONTINUE UNTIL THE SOIL 1 FOOT BELOW THE COMPACTION SURFACE ATTAINS A DENSITY OF AT LEAST 98 PERCENT OF THE MAXIMUM DRY DENSITY AS INDICATED BY THE MODIFIED PROCTOR COMPACTION TEST (ASTM METHOD D 1557)

EROSION / SEDIMENTATION CONTROL

CONTRACTOR IS TO PROVIDE EROSION CONTROL / SEDIMENTATION BARRIER (HAY BALES OR SILTATION CURTAIN) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS AND WATERWAYS. IN ADDITION, CONTRACTOR SHALL PLACE STRAW, MULCH OR OTHER SUITABLE MATERIAL ON GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT SITE. IF, IN THE OPINION OF THE ENGINEER AND / OR LOCAL AUTHORITIES, EXCESSIVE QUANTITIES OF EARTH ARE TRANSPORTED OFF-SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC, THE CONTRACTOR IS TO REMOVE AND CLEAN SAND EARTH TO THE SATISFACTION OF THE ENGINEER / AND / OR AUTHORITIES.

NOTE:

1. THEY WILL BE CONSTRUCTED IN ACCORDANCE WITH THE ANTICIPATED CODE REVISIONS TO ALLOW FOR ACCESS RELATED ENCROACHMENT.



DMD & COMPANY
STRUCTURAL ENGINEERS
2439 Gulf To Bay Blvd, Ste C
Clearwater, FL 33765
727.657.0370
dmd-company.com



CONSULTANT
DANIEL DIAZ
No. 95657
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT
This form has been digitally signed and sealed by Daniel Diaz, PE on the date indicated to seal. Printed copies of this document are not considered stamped and sealed and the signature must be verified on any electronic copies.

266 145th AVE E,
MADEIRA
BEACH, FL
33708

MARK	DATE	DESCRIP.
CD	02/21/25	PERMIT
Δ	5/23/25	REV 1.
Δ	07/01/25	REV 2.

SHEET MANAGEMENT
PROJECT NO: 2025014

SHEET TITLE
SITE PLAN

SHEET NUMBER

C-1



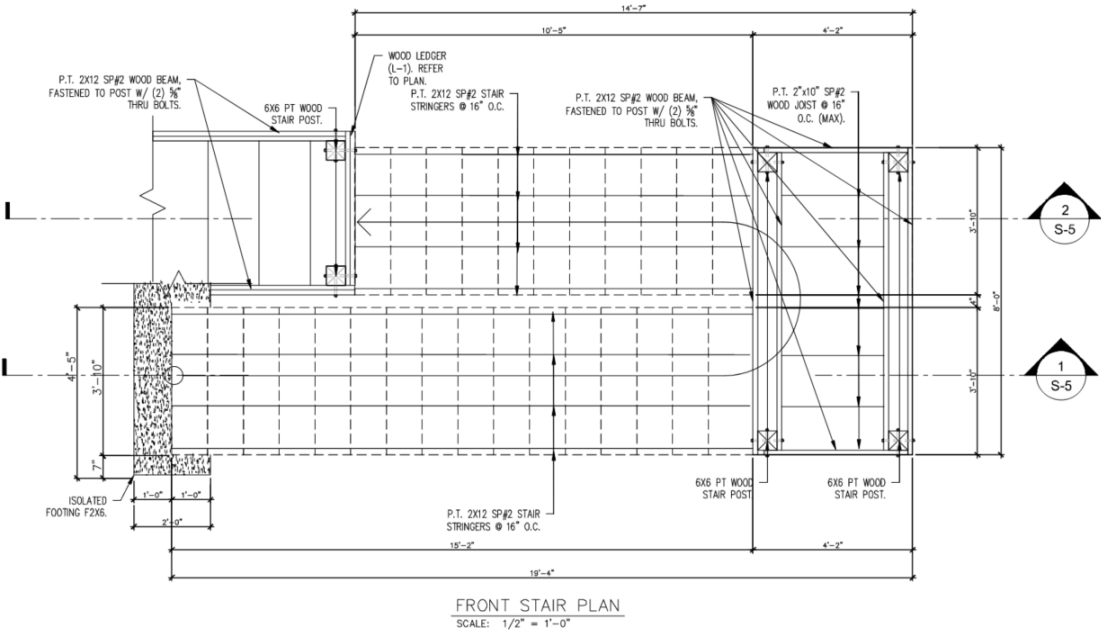
RENDER PROPOSED.
NTS

510 Crystal Drive, Madeira
Beach, FL 33708.

SCOPE OF WORK:
-Lift the existing house

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
A-0	COVER.
N-1	GENERAL NOTES.
C-1	SITE PLAN.
A-1	EXISTING FIRST FLOOR PLAN.
A-2	EXISTING ELEVATIONS.
A-3	NEW FLOOR PLAN.
A-4	NEW ELEVATIONS.
S-1	FOUNDATION PLAN.
S-2	FLOOR FRAMING PLAN.
S-3	ROOF FRAMING
S-4	SECTIONS & DETAILS.
S-5	FRONT STAIR DETAILS.
S-6	REAR STAIR DETAILS.

FLORIDA PRODUCT APPROVAL			
PRODUCT	ITEM	TYPE	APPROVAL NUMBER
WINDOWS	EXTERIOR WINDOWS	STATE	PROVIDED BY CONTRACTOR
DOORS	EXTERIOR DOORS	STATE	PROVIDED BY CONTRACTOR
SIMPSON STRONG-TIE	H1 / H2.5A / SP1 / SP4	STATE	FL10456
SIMPSON STRONG-TIE	LSTA / MSTA	STATE	FL10852 / FL13872
SIMPSON STRONG-TIE	LTS / MTS / HTS	STATE	FL10852 / FL13872
SIMPSON STRONG-TIE	SDWC15600	STATE	FL15895
SIMPSON STRONG-TIE	H10A / H10A-2	STATE	FL11478
SIMPSON STRONG-TIE	HGA10KT	STATE	FL11470 / FL11478
SIMPSON STRONG-TIE	H16 / H16-2 / LGT / MGT	STATE	FL11470
SIMPSON STRONG-TIE	GBC	STATE	FL10861
SIMPSON STRONG-TIE	HH4 / HH6	STATE	FL10446
SIMPSON STRONG-TIE	HGT	STATE	FL10456 / FL10866
J-BOLTS			ASTM F1554
THREADED ROD			ASTM A307 (SAE 1018)
NUTS			ASTM A563
WASHERS			ASTM F463



GOOGLE MAPS ELEVATION.
NTS

MARK			DATE	DESCRIP.
CD	03/07/25	PERMIT		
SHEET MANAGEMENT				
PROJECT NO: 2025035				
SHEET TITLE				
COVER				
SHEET NUMBER				
A-0				



CONSULTANT
PROJECT
This form has been digitally
signed and sealed by Daniel Diaz,
P.E. on the date adjacent to seal.
Printed copies of this document
are not considered signed and
sealed and no signature must be
verified on any electronic copies.

510 Crystal
Drive,
Madeira
Beach, FL
33708.

MARK	DATE	DESCRIP.
CD	03/07/25	PERMIT

SHEET MANAGEMENT
PROJECT NO: 2025035

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

N-1

STRUCTURAL SPECIFICATIONS

- GENERAL CONTRACTOR (G.C.) IS RESPONSIBLE TO VERIFY AND COORDINATE ALL DIMENSIONS AND DETAILS BEFORE PROCEEDING WITH WORK. ANY DISCREPANCIES MUST BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ALL ENGINEERS OF RECORD. THE CONTRACTOR IS ALSO SOLELY RESPONSIBLE FOR NOTING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. DMD & COMPANY, LLC IS NOT RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION OR FOR RELATED SAFETY PRECAUTIONS AND PROGRAMS.
- TYPICAL DETAILS AND WALL SECTIONS SHOWN APPLY TO ALL SIMILAR SECTIONS AND CONDITIONS UNLESS NOTED OTHERWISE.
- CONTRACTOR MUST FULLY PROTECT AND PROTECT ALL WORK IN PROGRESS UNTIL THE STRUCTURE IS COMPLETED.
- THE STRUCTURE AND ALL APPLICABLE COMPONENTS FOR THIS PROJECT HAVE BEEN DESIGNED IN ACCORDANCE WITH APPROPRIATE PROVISIONS OF EACH OF THE FOLLOWING:
 - THE 2015 EDITION (2020) FLORIDA BUILDING CODE
 - ACI STANDARD 318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE
 - BUILDING CODE REQUIREMENTS FOR WOODFRY STRUCTURES (NO 530 / ASCE 5)
 - ASCE MANUAL OF STEEL CONSTRUCTION, LATEST EDITION.
- THE FOLLOWING STRUCTURAL CONSTRUCTION DOCUMENTS MUST BE USED IN CONJUNCTION WITH ALL APPLICABLE SPECIFICATIONS AND THE ARCHITECTURAL AND MECHANICAL CONSTRUCTION DOCUMENTS. IF THERE IS A DISCREPANCY BETWEEN DOCUMENTS, IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ARCHITECT PRIOR TO PERFORMING ANY AND ALL CONSTRUCTION. IN CASE OF CONFLICT THE MOST STRINGENT CONDITION MUST ALWAYS APPLY.
- IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND COORDINATE WITH ARCHITECTURAL AND STRUCTURAL CONSTRUCTION DOCUMENTS AND WITH ANY AND ALL APPLICABLE EQUIPMENT MANUFACTURER'S (E.G. WINDOW, DOOR, AIR HANDLER, ETC.) IF THERE ARE ANY CONFLICTS THE GENERAL CONTRACTOR IS REQUESTED TO REQUEST AND RECEIVE AN ARCHITECTURAL DIRECTIVE PRIOR TO PERFORMING WORK.
- IF THERE ARE ANY DIMENSIONS NOT SHOWN ON THE STRUCTURAL CONSTRUCTION DOCUMENTS REQUIRED FOR CONSTRUCTION THE GENERAL CONTRACTOR MAY REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS AND/OR CONTACT THE STRUCTURAL ENGINEER OF RECORD FOR ADDITIONAL INFORMATION.

STRUCTURAL FOUNDATION NOTES

- THE FOUNDATIONS FOR THIS PROJECT HAS BEEN ENGINEERED ASSUMING THE SOIL IS SUITABLE TO SUPPORT 3000 PSF (300 KPa) FOOTINGS. G.C./OWNER SHOULD OBTAIN A SITE SPECIFIC SOIL REPORT FOR THIS LOCATION. ANY DISCREPANCY, IN ANY SOIL CONDITION, MUST BE INFORMED TO ENGINEER OF RECORD ALONG WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. THIS MAY RESULT IN REVISIONS TO THE FOUNDATION PLAN.
- SURROUND PREPARATION MUST BE AS NEEDED TO OBTAIN THE SAFE BEARING PRESSURE DEFINED ABOVE. ALL CHANGES AND UNDESIRABLE SOIL MUST BE REMOVED AND A MINIMUM OF 4" COMPACTED FILL MUST BE OBTAIN UNLESS GEOTECHNICAL ENGINEER RECOMMENDATIONS ALLOW A LOWER PERCENT OF COMPACTION.

CONCRETE MASONRY UNITS (CMU)

- THE DESIGN AND CONSTRUCTION MUST CONFORM TO THE BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES AS 530 / ASCE 5, AND THE SPECIFICATIONS FOR MASONRY STRUCTURES AS 530 / ASCE 6.
- MINIMUM NET COMPRESSIVE STRENGTH OF BLOCK ASSEMBLY MUST BE 1500 P.S.I. (75) MORTAR FOR MASONRY MUST BE TYPE "N" OR "M".
- FOR ALL EXTERIOR AND INTERIOR BEARING, BED JOINTS ARE TO COVER 100% OF THE MASONRY SURFACES AND ALL HEAD JOINTS ARE TO COVER 100% OF THE PROTECTED AREA OF THE FACE SHELLS.
- CONCRETE FILL FOR ALL CMU CELLS, AS REQUIRED, MUST BE WITH 3000 P.S.I. GROUT WITH A SLUMP BETWEEN 8 AND 11 INCHES. G.C. MUST SUBMIT DESIGN MIX TO STRUCTURAL ENGINEER OF RECORD FOR APPROVAL.
- THE MINIMUM HORIZONTAL REINFORCING FOR ALL CMU WALLS MUST BE 9 GAUGE HOT DIP GALVANIZED TRUSS OR LADDER TYPE JOINT REINFORCING AT 16" O.C., PROVIDE MANUFACTURE "Y" AND "L" SHAPES FOR INTERSECTIONS AND CORNERS, (MINIMUM LAP 8").
- PROVIDE ADDITIONAL VERTICAL REINFORCING BAR AT EVERY CORNER, INTERSECTION, CONTROL JOINT, AND OPENING EDGES (U/L).
- THE MINIMUM SPACING FOR ALL REINFORCING IS TO CONFORM TO THE LATEST ACI CODE ALONG WITH THE DS1 SPECIFICATIONS FOR REBAR.
- ALL CMU WALLS HAVE BEEN ENGINEERED TO BE BRACED BY FLOOR/ROOF/BEAM MEMBERS. THEREFORE CONTRACTOR MUST PROVIDE TEMPORARY BRACING DURING CONSTRUCTION.
- ALL CMU BELOW FIRST FLOOR FINISHED ELEVATION MUST BE FULLY OUTRIG FULLED.
- ALL INDOOR OUT BLOCK HORIZONTAL BARS MUST HAVE CORNER BARS AT ALL CORNERS AND WALL INTERSECTIONS. SIZE AND NUMBER OF CORNER BARS MUST BE SAME AS HORIZONTAL BARS.
- ALL INTERSECTING WALLS AND CORNER WALLS MUST BE LAD IN AN OVERLAPPING MASONRY BRICKING PATTERN, WITH ALTERNATE UNITS HAVING A BEARING OF NOT LESS THAN 3 INCHES ON ELEG.
- CONTRACTOR SHALL NOT BE RELEASED FROM RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SHOP DRAWINGS OR NO DESIGN BY THE ENGINEER'S REVIEW THEREOF.

MISCELLANEOUS

- THE STRUCTURAL SYSTEM IS UNDESIRABLE UNTIL ALL CONNECTIONS HAVE BEEN MADE AND ALL CONCRETE HAS REACHED ITS MINIMUM DESIGN STRENGTH, AS SHOWN IN THE STRUCTURAL DOCUMENTS.
- CONTRACTOR IS RESPONSIBLE FOR MEANS AND METHODS OF CONSTRUCTION TO ENSURE THE SAFETY OF THE BUILDING UNTIL STRUCTURAL SYSTEM IS COMPLETED. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF WHATEVER TEMPORARY BRACING, SHORNS, ORS OR TIE-DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER COMPLETION OF THE PROJECT.
- CONTRACTOR TO SUPPORT, BRACE, AND SECURE EXISTING STRUCTURE AS REQUIRED. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE SAFETY OF THE BUILDING DURING CONSTRUCTION.
- APPLICABLE BUILDING CODE: 2015 EDITION (2014) FLORIDA BUILDING CODE.
- ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE 2015 EDITION (2014) FLORIDA BUILDING CODE.
- DESIGN LOADS FOR PRE-ENGINEERED METAL ROOFING: 20 PSF SUPERIMPOSED LIVE LOAD AND 15 PSF DEAD LOAD.
- COORDINATE ALL DIMENSIONS AND ELEVATIONS WITH THE ARCHITECTURAL DRAWINGS. DO NOT SCALE DRAWINGS.
- CONTACT ENGINEER WITH ANY QUESTIONS OR DISCREPANCIES FOUND ON DRAWINGS.
- SUBMIT SHOP DRAWINGS AS REQUIRED HEREIN. ALLOW FOR TWO WEEKS REVIEW TIME AFTER RECEIPT OF SUBMITTALS BY THIS FIRM. ALL SUBMITTALS SHALL BE CHECKED AND SIGNED BY THE GENERAL CONTRACTOR AND SIGNED/SEALED BY THE SPECIALTY ENGINEER, WHERE SPECIFIED HEREIN.
- CONTRACTOR SHALL NOT BE RELEASED FROM RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SHOP DRAWINGS OR NO DESIGN BY THE ENGINEER'S REVIEW THEREOF.

STRUCTURAL CONCRETE

- ALL STRUCTURAL CONCRETE CONSTRUCTION MUST CONFORM TO THE LATEST ACI "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE, ACI-318".
- ALL STRUCTURAL CONCRETE FOR THIS PROJECT MUST HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH AS INDICATED IN THE TABLE BELOW:

CONCRETE	MIX RATIO	AGGREGATE	USE FOR
3000 PSI	0.52	STONE	FOUNDATIONS
4000 PSI	0.46	STONE	SLAB ON GRADE
5000 PSI	0.42	STONE	CONCRETE WALLS

- ALL REINFORCING STEEL (REBAR) MUST BE NEW BILLET STEEL, INTERMEDIATE GRADE DEFORMED BARS, CONFORMING TO ASTM A-615, GRADE 60. ALL REBAR MUST BE SECURELY SUPPORTED AND TIED IN PLACE PRIOR TO CONCRETE PLACEMENT. USE OF CONCRETE BRICK TO SUPPORT BARS IS NOT ALLOWED.
- IF STRUCTURAL CONSTRUCTION DOCUMENTS CALL FOR REBAR TO BE WELDED ALL WELDING MUST CONFORM TO ASTM A-706.
- ANY WELDED WIRE FABRIC (WELDED) DESIGNED IN THE STRUCTURAL CDS MUST BE PROVIDED IN FLAT SHEETS ONLY AND MUST CONFORM TO ASTM A-185.
- ALL BARS WELDED CONTINUOUS MUST BE SPICED AT ALL LAP POINTS AND CORNERS AND DEVELOPED AT NON-CONTINUOUS ENDS AS PER LAP SPICE LENGTHS DEFINED IN ATTACHED TYPICAL DETAILS (UNLESS OTHERWISE NOTED IN PLANS). IF A SPICE IS REQUIRED, G.C. MUST SPICE CONTINUOUS TOP BARS AT MID-SPAN, BETWEEN SUPPORTS AND MUST SPICE CONTINUOUS BOTTOM BARS OVER SUPPORTS.
- THE MINIMUM CLEAR COVER FOR REBAR MUST BE A MINIMUM OF THE VALUE TABULATED BELOW:

GRIDS & BEAMS:	(TO STRIPS)	1 1/2"
JOISTS:	(LIGHTWEIGHT & STONE CONC.)	1 1/4"
COLUMNS AND PIERS:		
SURFACES EXPOSED TO EARTH & WEATHER	(10 STRIPS)	2"
ALL OTHER SURFACES	(10 STRIPS)	1 1/2"
FOUNDATIONS:		
ALL FORMED SURFACES		2"
ALL SURFACES CAST DIRECTLY AGAINST THE EARTH		3"
WALLS:		
ALL SURFACES EXPOSED TO EARTH		2"
ALL SURFACES EXPOSED TO WEATHER		1 1/2"
ALL OTHER SURFACES		1"

- UNLESS NOTED, TEMPORARY REINFORCING (ASTM A-615) IS TO BE 60,000 PSI CONCRETE AREA.
- PROVIDE #4 @ 12" O.C. WITH STANDARD HOOK, TOP BARS IN ALL SLABS AT DISCONTINUOUS ENDS UNLESS OTHERWISE NOTED ON PLANS. LENGTH OF BARS 1/4 OF SPAN, MINIMUM 3'-0". UNLESS OTHERWISE NOTED PROVIDE #4 @ 12" O.C. IN ALL CANTILEVERS. BAR LENGTH MUST BE CANTILEVER SPAN PLUS 15'-0" PLUS STANDARD HOOK AT CANTILEVER ENDS.
- WHERE PIPE SLEEVES (UP TO 2" IN DIAMETER) PASS THROUGH CONCRETE BEAMS, PROVIDE ADDITIONAL STRIPAP EACH SIDE OF SLEEVES, SLEEVES FOR PIPES 2" IN DIAMETER OR LARGER MUST BE STEEL OR CAST IRON, AND THE LOCATION MUST BE APPROVED BY THE STRUCTURAL ENGINEER.
- ALL CONSTRUCTION JOINTS MUST BE THOROUGHLY CLEANED JUST BEFORE PLACING NEW CONCRETE IN ACCORDANCE WITH THIS PROJECT.
- UNDER NO CIRCUMSTANCES MAY CONCRETE BE PUMPED THROUGH ALUMINUM PIPES. CONCRETE MUST NOT BE PLACED IN CONTACT WITH ALUMINUM, ALUMINUM BRASS (BRASS), TRUCK WHEELS, RUGGED, CHUTES, CONVEYORS, TRUCK PIPES, AND OTHER EQUIPMENT MADE OF ALUMINUM MUST NOT BE USED ON THIS PROJECT.
- SLUMPS OF OVER 4 INCHES WILL NOT BE PERMITTED UNLESS THE HMM ADMITTURE (SUPER PLASTICIZER) IS USED. MAXIMUM SLUMP WITH HMM IS 8 INCHES - UNLESS OTHERWISE NOTED BY THE STRUCTURAL ENGINEER OF RECORD.
- NO ADMITTURE MUST BE USED IN CONCRETE EXCEPT WITH THE PERMISSION OF THE STRUCTURAL ENGINEER OF RECORD AND ONLY AFTER LABORATORY DESIGN MIX APPROVAL. ALL ADMITTURES MUST CONTAIN NO MORE CHLORIDE IONS THAN ARE PRESENT IN MUNICIPAL POTABLE DRINKING WATER. ANY WATER REDUCING ADMITTURES MUST CONFORM TO ASTM C-494, TYPE A, AND MUST BE USED IN ALL CONCRETE.
- ANY AIR ENTRAINING ADMITTURE MUST CONFORM TO ASTM C-260. THE AIR CONTENT OF CONCRETE MUST BE USED AS FOLLOWS:

FOR CONCRETE EXPOSED TO SOIL OR WEATHER:	5%
FOR INTERIOR WALLS, COLUMNS, AND SLABS:	3%

- ALL FLY ASH USED IN THE CONCRETE MIX DESIGN MUST CONFORM TO ASTM661, TYPE C OR TYPE F AND MUST NOT EXCEED 5% OF THE TOTAL CEMENTitious MAT.
- ANY EXPOSED CONCRETE SLABS MUST RECEIVE A CURING COMPOUND. THE CURING COMPOUND MUST CONFORM TO ASTM C-209 AND MUST HAVE A MINIMUM OF 30% SOLIDS.

STRUCTURAL STEEL

- ALL STRUCTURAL STEEL ELEMENTS SHALL BE FABRICATED AND SPECIFIED IN ACCORDANCE WITH THE LATEST AISC SPECIFICATIONS FOR STEEL CONSTRUCTION.
- STRUCTURAL STEEL ELEMENTS SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS:

ANCHOR BOLTS	ASTM F1554
FRAMING BOLTS	ASTM A325 OR A490
SHIPS (CLAP)	ASTM A108
SHARP STUDS	ASTM A108
STEEL PIPE (HSS)	ASTM A500 (42 KSI)
STRUCTURAL TUBE (HSS)	ASTM A500 (44 KSI)
WELDING ELECTRODES	E70XX
WIDE FLANGES (W)	ASTM A992 (50 KSI)

- SHOP CONNECTIONS MAY BE WELDED OR FASTENED BY HIGH STRENGTH BOLTS. ALL CONNECTIONS SHALL CONFORM TO STANDARD CONNECTION DETAILS ON THE PLANS, UNLESS EXPLICIT APPROVAL FROM THE ENGINEER HAS BEEN OBTAINED. ALL CONNECTIONS TO BE DOUBLE ANGLE FRAMED BEAM CONNECTION PER AISC, UNLESS NOTED OTHERWISE.
- DESIGN CONNECTIONS FOR THE MAINSPAN SHEAR (V) IN WPS USED IN THE TABLES FOR "ALLOWABLE UNIFORM LOADS IN WPS FOR BEAMS LATERALLY SUPPORTED", AT THE BOTTOM OF EACH PAGE IN THE "PROPERTIES AND REACTION VALUES", PART TWO OF THE LATEST EDITION OF THE AISC, "MANUAL OF STEEL CONSTRUCTION".
- ALL BOLTS SHALL BE A MINIMUM OF 3/4" IN DIAMETER, AND BE PROVIDED WITH HARDENED WASHERS UNDER THE WAPPED ELEMENT (BOLT HEAD OR NUT).
- ALL CONNECTIONS PERFORMED IN THE FIELD SHALL BE MADE WITH HIGH STRENGTH BOLTS, SLIP-CRITICAL (FRICTION) TYPE.
- INSTALLATION AND TIGHTENING OF ALL HIGH STRENGTH BOLTS MUST CONFORM TO "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS".
- ALL WELDING OPERATIONS MUST CONFORM TO THE AMERICAN WELDING SOCIETY CODE, AWS D1.1, AND ALL WELDS SHALL BE PERFORMED USING E70XX, LARGO, WELLS ARE TO BE EQUAL IN STRENGTH TO SHEAR BOLTED CONNECTIONS.
- WELDING STRUCTURAL STEEL MEMBERS TO EMBED PLATES IN CONCRETE MUST BE PERFORMED WITH EXTREME CARE, OVERHEATING THE EMBED PLATE DURING THE WELDING PROCESS WILL CAUSE SEVERE DEGRADATION OF THE PERFORMANCE OF THE CONNECTION. WELD IN SHORT, SINGLE PHASES (NO MORE THAN 6" OF LENGTH FOR 3/4" THICK WELDS) AND ALLOW AMPLIE COOLING-OFF TIME BETWEEN EACH WELD. THICKER WELDS SHOULD BE PERFORMED IN MULTIPLE PASSES, WITH A COOLING-OFF PERIOD FOR EACH PASS.
- GAUZZAGE ALL STEEL MEMBERS EXPOSED TO WEATHER (SUCH AS LINTELS, DOW JAMBS, ETC.).
- SEE SPECIFICATIONS FOR PAINTING OR COATING OF STEEL ELEMENTS. ALL FABRICATION AND ERECTION MARKS SHALL BE COVERED DURING FIELD TOUCH-UP PAINTING.
- CUTS, HOLES, CORNERS, AND ALL OTHER MODIFICATIONS REQUIRED TO BE MADE FOR THE WORK OF OTHER TRADES SHALL BE SHOWN IN THE STRUCTURAL STEEL SHOP DRAWINGS, AND SHALL BE PERFORMED ONLY BY THE SHOP ISSUING SUCH DRAWINGS, OR OTHER FACILITY APPROVED BY THE ENGINEER TO PERFORM SHOP WORK. HOLES IN STRUCTURAL ELEMENTS SHALL BE REINFORCED AS REQUIRED BY THE ENGINEER.
- CUTTING, BURNING OF HOLES, OR OTHER MODIFICATIONS TO STEEL MEMBERS IN THE FIELD IS NOT PERMITTED WITHOUT THE EXPLICIT APPROVAL OF THE ENGINEER.
- STEEL MEMBERS REQUIRED BY OTHER TRADES TO SUPPORT THEIR EQUIPMENT, WHICH ARE NOT ALREADY PRESENT ON ARCHITECTURAL OR STRUCTURAL DRAWINGS, SHALL BE PROVIDED BY THE TRADES REQUIRING SUCH WORK.
- FOR MISCELLANEOUS STEEL ELEMENTS, SEE ARCHITECTURAL DRAWINGS.

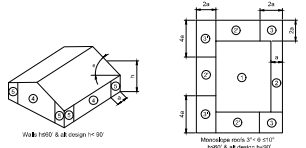
OPEN WEB STEEL JOISTS

- STEEL JOIST CONSTRUCTION SHALL CONFORM TO THE LATEST SPECIFICATIONS OF THE STEEL JOIST INSTITUTE. ALL STEEL JOISTS MUST BE APPROVED BY THE STEEL JOIST INSTITUTE. MAXIMUM LIVE AND TOTAL DEFLECTION OF JOISTS = L/360.
- JOIST MANUFACTURER MUST SUBMIT THE CHALLO USED FOR THE MANUFACTURE OF THE JOISTS WITH THE SHOP DRAWINGS, WITH ALL DESIGN SPECIFICATIONS (LOAD TABLES, ETC.) FOR ALL JOIST MEMBERS.
- SHORT-SPAN JOISTS MUST HAVE A MINIMUM BEARING OF 2-1/2" ON STEEL BEAMS. LONG-SPAN JOISTS MUST HAVE A MINIMUM BEARING OF 4" ON STEEL BEAMS. IN CASES WHERE JOISTS BEAR ON STEEL BEAMS ON ONLY ONE SIDE OF THE BEAM, JOIST SEATS SHALL EXTEND A MINIMUM OF 1" PAST THE CENTERLINE OF THE SUPPORTING BEAM.
- ALL SHORT-SPAN JOISTS, AND DEEP LONG-SPAN JOISTS SHALL HAVE UNIFORM CROSS-SECTIONS, WITH STANDARD DEAD-LOAD CAMBER. ROOF PITCH TO BE ACCOMPLISHED BY SLOPED JOISTS AND SUPPORT BEAMS. ADJUST JOIST SEATING AS SHOWN ON DRAWINGS.
- ALL JOISTS BEARING ON STEEL BEAMS SHALL BE BOLTED OR WELDED TO THOSE BEAMS USING STANDARD CONNECTION PROCEDURES.
- ROAD CONNECTIONS OF BOTTOM CHORDS OF STEEL JOISTS TO COLUMNS SHALL BE PERFORMED ONLY AFTER THE APPLICATION OF ALL DEAD LOADS. CONNECTIONS TO THESE BOTTOM CHORDS SHOULD BE LOOSE DURING ERECTION.
- STEEL JOIST SUPPLIER TO PROVIDE AND INSTALL ALL BRACING WORK, AS SHOWN ON PLAN, BUT NOT LESS THAN AS REQUIRED BY THE STEEL JOIST INSTITUTE OR THE STEEL JOIST DESIGNER. BRACING SHALL CONSIST OF A MINIMUM OF 1-1/4" x 1-1/4" x 1/8" ANGLES, UNLESS NOTED OTHERWISE.
- ALL CUTS AND CONNECTIONS SHALL BE WELDED BY AN APPROVED SHOP.
- NO FIELD WELDING TO BAR JOISTS IS PERMITTED WITHOUT THE EXPLICIT APPROVAL BY THE ENGINEER. NO JOIST SHALL BE SPICED IN THE FIELD.
- FOR SPECIFIC JOIST ENDS, SEE THE ROOF SECTION DRAWINGS.
- SEE SPECIFICATIONS FOR PAINTING OR COATING OF STEEL JOISTS.
- TRADES ARE NOT ALLOWED TO HAVE EQUIPMENT EXCEEDING 40 POUNDS FROM JOISTS WITHOUT THE EXPLICIT APPROVAL OF THE ENGINEER. LOADS LESS THAN 40 POUNDS MAY BE HUNG AT PANEL POINTS ONLY. ADDITIONAL COSTS IN REINFORCING JOISTS SHALL BE BORNE BY THE TRADES REQUIRING THE WORK.

510 CRYSTAL DRIVE, MADEIRA BEACH, FL 33708				
A. DESIGN				
WIND SPEED (HURRICANE)		147.9	mph	
EXPOSURE		B		
RISK CATEGORY		II		
MEAN ROOF HEIGHT (FT)		26.8		
INTERNAL PRESSURE COEFFICIENT (Cp)		0.2		
Roof				
AREA	10	20	30	100
Negative Zone 1	-116.7	-116.7	-43.3	-49.0
Negative Zone 2	-154.2	-154.2	-44.2	-63.2
Negative Zone 3	-202.4	-172.4	-186.0	-189.0
Positive All Zones	-13.6	-38.0	-39.4	-35.7
Overlaping Zone 1 & 2	-166.0	-163.1	-182.1	-87.9
Overlaping Zone 2 & 3	-203.4	-179.6	-124.0	-149.1
Walls				
AREA	10	20	30	100
Negative Zone 1	-68.9	-65.7	-41.9	-59.1
Negative Zone 2	-84.4	-78.9	-71.4	-65.7
Positive Zone 1 & 2	61.2	65.3	58.6	55.7

Notes:
[1] Effective areas between three girders above the load may be interpolated, otherwise use the load associated with the lower effective area.
[2] Pw not shown above rapidly decreases using windward and leeward from the building surfaces, respectively.
[3] Non-pressure zone diagrams for corresponding zones.
[4] Roof eave, parapet, window, etc. shall be designed for the full negative design pressure.
[5] Roof framing members shall be designed to resist the net uplift design pressure specified.
[6] Cp is a mean wind pressure, multiply value in the table by 1.47.

LOCATION OF CAC WIND PRESSURE ZONES - ASCE 7-22



GENERAL NOTES

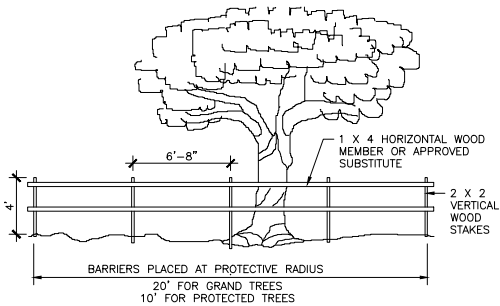
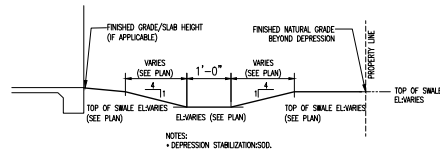
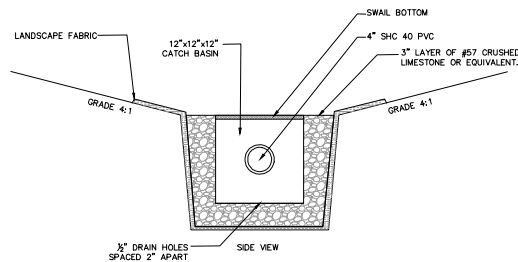
- THE PROJECT CONSISTS OF RAISING THE EXISTING CONCRETE-SLAB RESIDENCE ON MASONRY PILASTERS AND STEEL BEAMS; BUILDING TWO WOOD-FRAMED STAIRCASES FOR MAIN AND SECONDARY ACCESS, AND INCLUDING DECKS AS NECESSARY FOR ACCESSIBILITY.
- ALL NEW WORK IS TO COMPLY WITH THE FLORIDA RESIDENTIAL BUILDING CODE 2023, 8TH EDITION AND WITH ALL APPLICABLE CODES AND LOCAL ORDINANCES.
- INFORMATION ON SITE PLAN AND LEGAL DESCRIPTION HAVE BEEN PROVIDED BY THE OWNER / CONTRACTOR AND ASSUMED TO BE CORRECT.
- FOUNDATION SHALL BEAR ON FIRM STABLE COMPACTED SOIL. IF POOR SOIL CONDITIONS ARE FOUND, CONTACT THE OWNER BEFORE PROCEEDING.
- ALL REINFORCING SHALL BE HELD SECURELY IN PLACE WITH STANDARD ACCESSORIES DURING PLACING OF CONCRETE. IF REQUIRED, ADDITIONAL BAGS OR STIRRUPS SHALL BE PROVIDED BY THE CONTRACTOR TO FURNISH ADEQUATE SUPPORT.
- THE CONTRACTOR SHALL COORDINATE THE SIZE, NUMBER & LOCATION OF ALL ANCHOR BOLTS, INSERTS, WELD PLATES AND OTHER ITEMS TO BE EMBEDDED IN THE CONCRETE AS REQUIRED BY ALL TRADES. THE ACTUAL WEIGHT OF THE ANCHOR BOLT REQUIRED SHALL TAKE INTO ACCOUNT THE THICKNESS OF THE ATTACHED PART, THE NUT THICKNESS, ETC.
- THE CONTRACTOR SHALL PROVIDE ALL SHORING AND BRACING NECESSARY TO MAINTAIN THE STRUCTURAL INTEGRITY OF THE STRUCTURE PERMANENTLY AND / OR DURING THE CONSTRUCTION PROCESS AS MAY BE REQUIRED.
- ALL CONDITIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ALL DIMENSIONS AND ELEVATIONS SHALL BE CHECKED BY THE GENERAL CONTRACTOR PRIOR TO CONSTRUCTION. DO NOT SCALE THE DRAWINGS. ANY ADJUSTMENTS AND / OR CORRECTIONS SHALL BE MARKED AND BROUGHT TO THE ATTENTION OF THE OWNER.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH SAFETY PROCEDURES, METHODS AND MEANS OF CONSTRUCTION AND ALL REQUIREMENTS BY APPLICABLE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND CODES.
- ALL WOOD EXPOSED TO WEATHER SHALL BE SMOOTH, CLEAR & FREE OF DEFECTS, CHECKING, ETC.
- DOOR HARDWARE IS TO BE FIRST GRADE RESIDENTIAL AS SELECTED OR APPROVED BY OWNER.
- PAINT INTERIOR AND EXTERIOR EXPOSED SURFACES THAT DO NOT RECEIVE PRE-FINISHED MATERIAL. (3 COATS) COLOR SELECTED BY OWNER.
- ALL CONNECTORS TO BE SIMPSON UNLESS NOTED OTHERWISE. WITH NEC.

SITE PREPARATION

THE RESIDENCE AREA SHOULD BE STRIPPED OF TOPSOIL AND ORGANICS. THEN THE STRIPPED BUILDING SUBGRADE SHOULD BE PROOF-ROLLED WITH A HEAVY DRUM-TYPE VIBRATORY COMPACTOR HAVING A MINIMUM STATIC WEIGHT OF 20,000 POUNDS. PROOF-ROLLING OF THE BUILDING AREA, TO 7 FEET BEYOND CONSTRUCTION LINES, SHOULD CONSIST OF AT LEAST 10 COMPLETE COVERAGES BY THE COMPACTION EQUIPMENT. COMPACTION SHOULD CONTINUE UNTIL THE SOIL 1 FOOT BELOW THE COMPACTION SURFACE ATTAINS A DENSITY OF AT LEAST 98 PERCENT OF THE MAXIMUM DRY DENSITY AS INDICATED BY THE MODIFIED PROCTOR COMPACTION TEST (ASTM METHOD D 1557)

EROSION / SEDIMENTATION CONTROL

CONTRACTOR IS TO PROVIDE EROSION CONTROL / SEDIMENTATION BARRIER (HAY BALES OR SILTATION CURTAIN) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS AND WATERWAYS. IN ADDITION, CONTRACTOR SHALL PLACE STRAW, MULCH OR OTHER SUITABLE MATERIAL ON GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIST SITE. IF, IN THE OPINION OF THE ENGINEER AND / OR LOCAL AUTHORITIES, EXCESSIVE QUANTITIES OF EARTH ARE TRANSPORTED OFF-SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC, THE CONTRACTOR IS TO REMOVE AND CLEAN SAID EARTH TO THE SATISFACTION OF THE ENGINEER / AND / OR AUTHORITIES.

BARRICADE DETAIL
SCALE : NTS① SIDE SWALE SECTIONAL DETAIL
SCALE: 3/4" = 1'-0"② CATCH BASIN SECTIONAL DETAIL
SCALE: 1 1/2" = 1'-0"

LEGAL DESCRIPTION:

PROPERTY ADDRESS:
510 CRYSTAL DRIVE, MADEIRA BEACH,
FL 33708.

DESCRIPTION:

LOT 6, CRYSTAL ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 26, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

FLOOD ZONE INFORMATION:

FEMA FIRM MAP# 12183C-0195
FLOOD ZONE: AE
DESIGNED MAP DATE: 8-24-2021
SUFFIX: # H
BASE FLOOD ELEV: 10'

AREA:

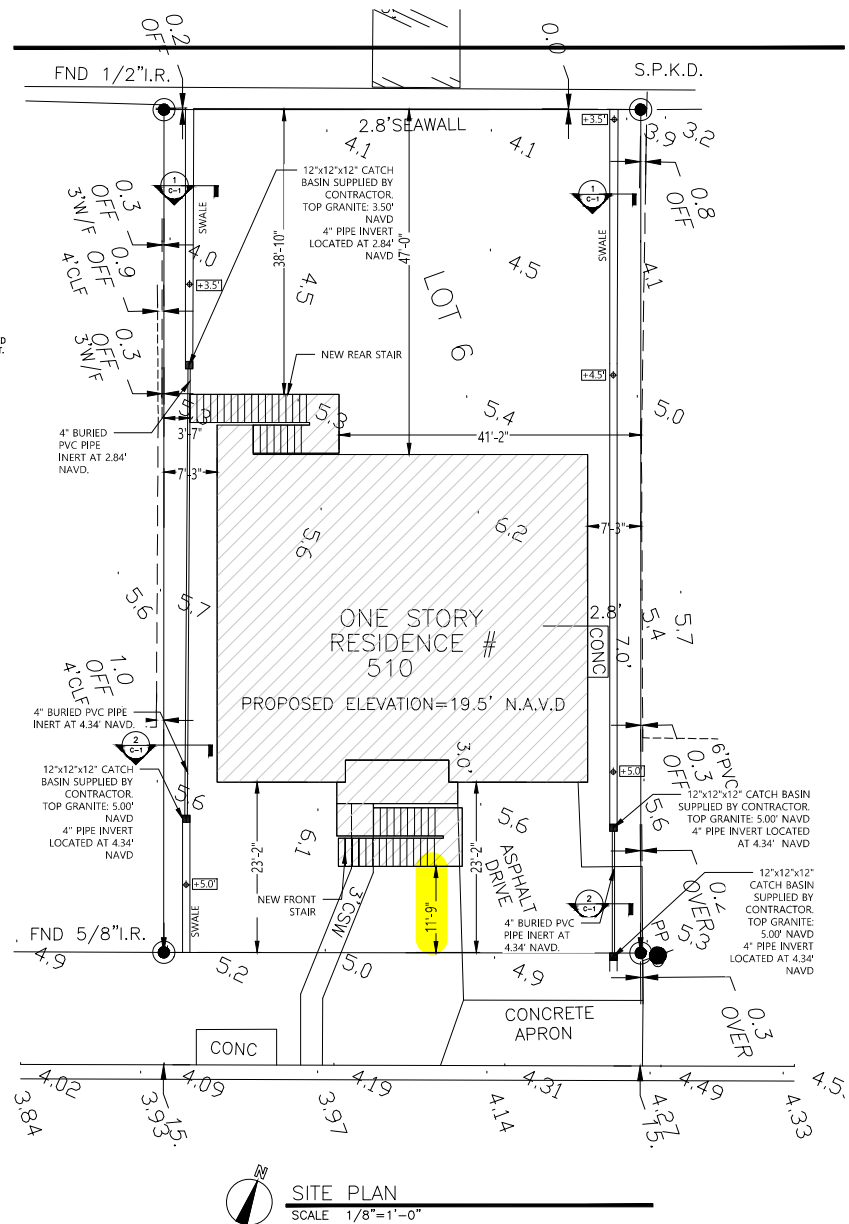
LOT:	7473 S.F.
BUILDING FOOTPRINT:	2236 S.F.
PARKING AND DRIVEWAY:	870 S.F.
POOL AND/OR PATIO AREA:	0 S.F.
WALKWAYS:	111 S.F.
OTHER:	0 S.F.

TOTAL IMPERVIOUS = 3217 S.F

% IMPERVIOUS-TOTAL IMPERVIOUS/LOT

% IMPERVIOUS=3217/7473= 52 %

GREEN AREA = 43 %

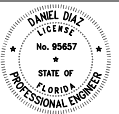


SITE PLAN

SCALE 1/8" = 1'-0"

DMD & COMPANY
STRUCTURAL ENGINEERS
2403 Gulf To Bay Blvd, Ste C
Clearwater, FL 33765
727.697.0773
dmd-company.com

CONSULTANT



PROJECT

This form has been digitally signed and sealed by Daniel Diaz, PE, on the date adjacent to the seal. Printed copies of this document view not considered signed and sealed and the signature must be verified on any electronic copies.

510 Crystal Drive,
Madeira Beach, FL
33708.

MARK	DATE	DESCRIP.
CD	03/07/25	PERMIT

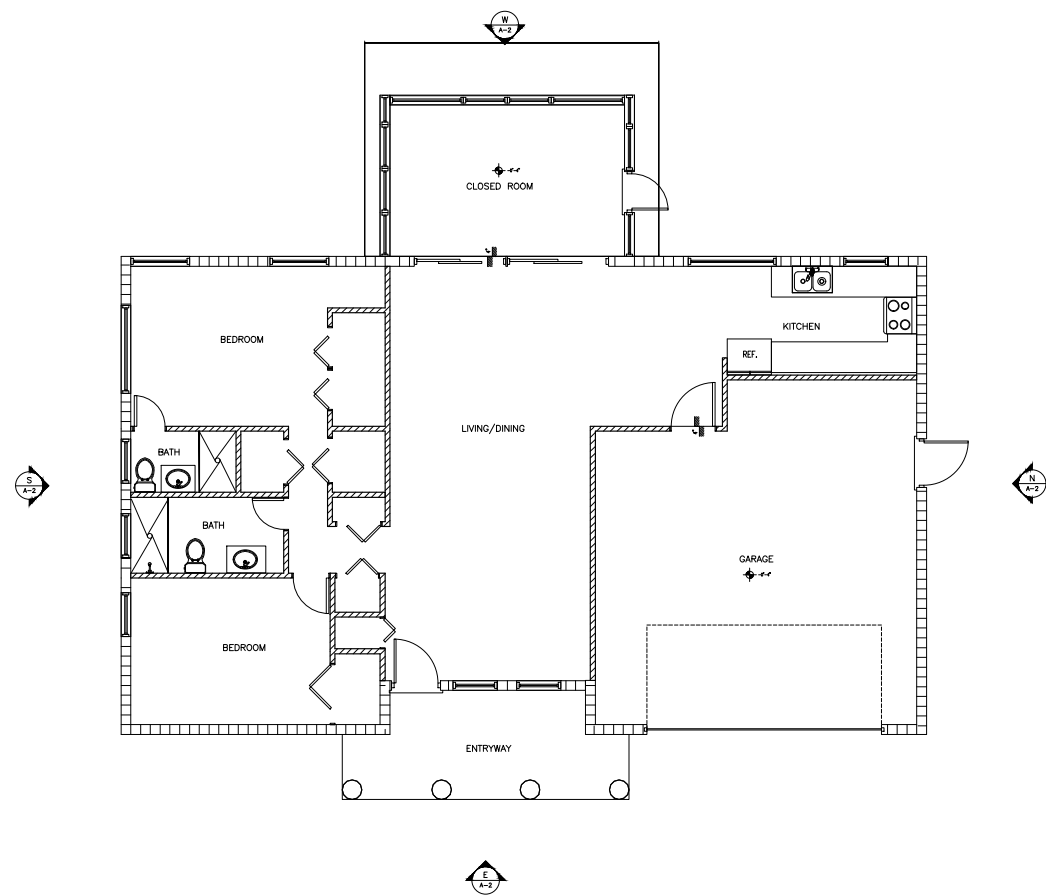
SHEET MANAGEMENT
PROJECT NO: 2025035

SHEET TITLE

SITE PLAN

SHEET NUMBER

C-1



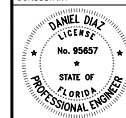
EXISTING FIRST FLOOR PLAN
1/4"=1'-0"

LEGEND

- EXISTING EXTERIOR WALL
- EXISTING INTERIOR WALL



CONSULTANT



PROJECT

This item has been digitally signed and sealed by Daniel Diaz, P.E. on the date adjacent to seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

510 Crystal Drive,
Madeira Beach, FL
33708.

MARK	DATE	DESCRIP.
CD	03/07/25	PERMIT

SHEET MANAGEMENT

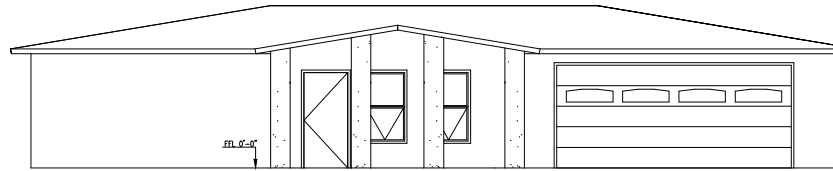
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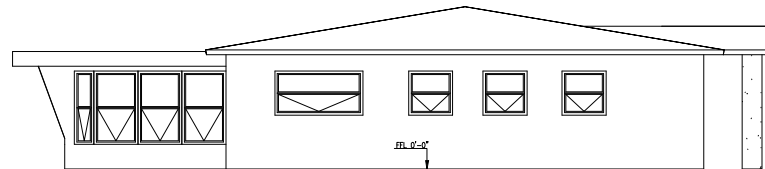
EXISTING
FIRST FLOOR PLAN

SHEET NUMBER

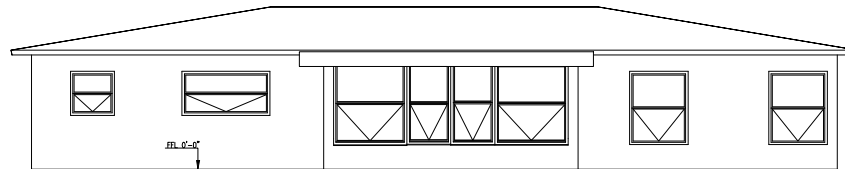
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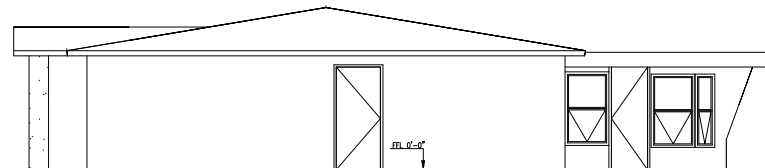
EXISTING EAST ELEVATION
1/4"=1'-0"



EXISTING SOUTH ELEVATION
1/4"=1'-0"



EXISTING WEST ELEVATION
1/4"=1'-0"



EXISTING NORTH ELEVATION
1/4"=1'-0"

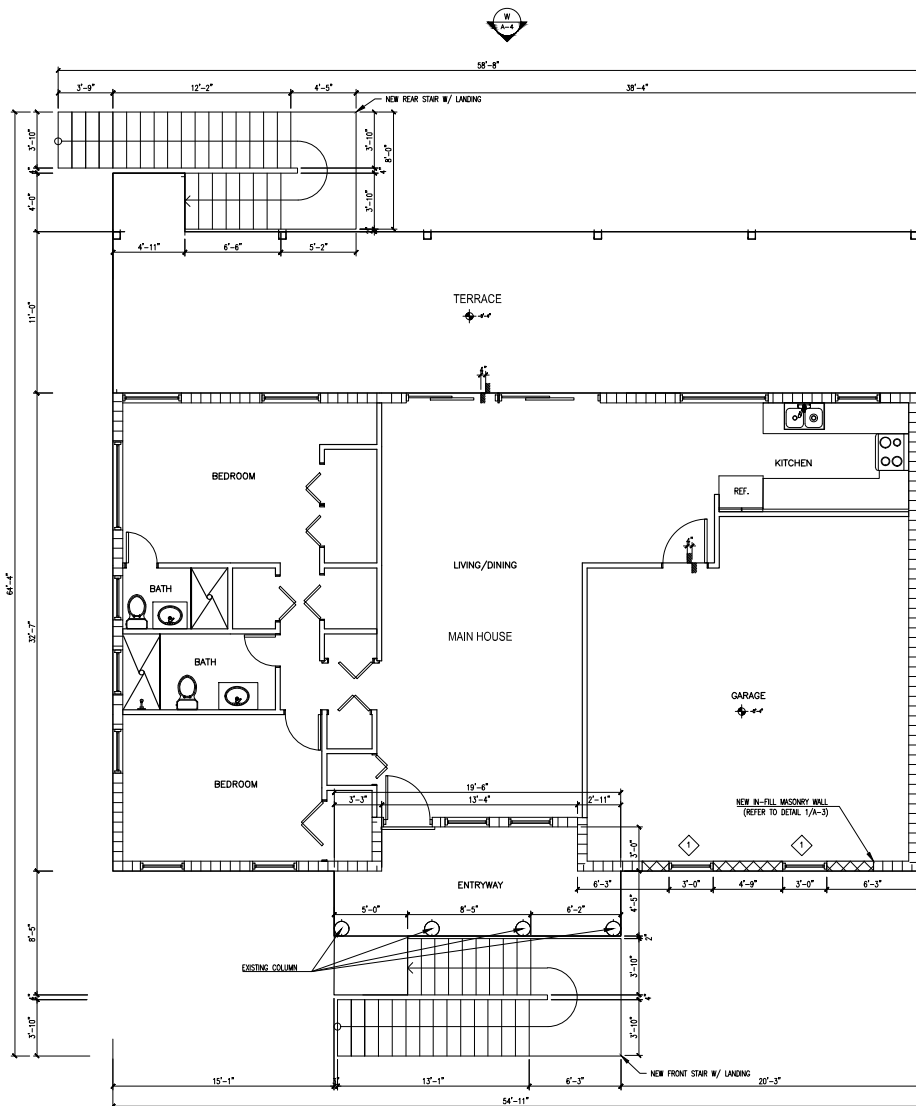
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CD	03/07/25	PERMIT

SHEET MANAGEMENT
PROJECT NO: 2025035

SHEET TITLE

EXISTING ELEVATIONS

SHEET NUMBER



NEW FLOOR PLAN
1/4"=1'-0"

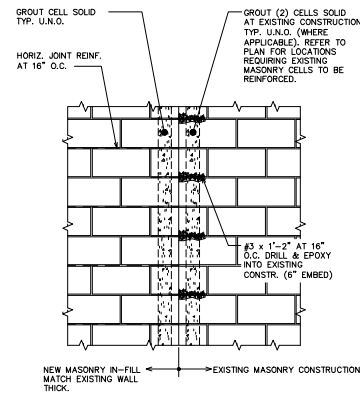
LEGEND

- EXISTING COLUMN TO KEEP
- EXISTING EXTERIOR WALL TO KEEP:
8" CONC. BLOCKWALL
- ▤ NEW EXTERIOR WALL:
8" CONC. (SEE DETAIL O PLAN)

DIMENSION/ELEVATION NOTES:

1. ALL DIMENSIONS NEED TO BE FIELD VERIFY PER CONTRACTOR/ERECTOR TO COORDINATE ALL DIMENSIONS AND ELEVATIONS NOTIFY ENGINEER OF ANY DISCREPANCIES.

WINDOW SCHEDULE						
ID	TYPE	CODE	WIDTH	HEIGHT	FRAME FINISH	STOOL
1	SINGLE HUNG	25SH	36"	60"	VINYL/WHITE	MAR



1 TYPICAL MASONRY IN-FILL DETAIL
SCALE: 3/4" = 1'-0"

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MARK	DATE	DESCRIP.
CD	03/07/25	PERMIT

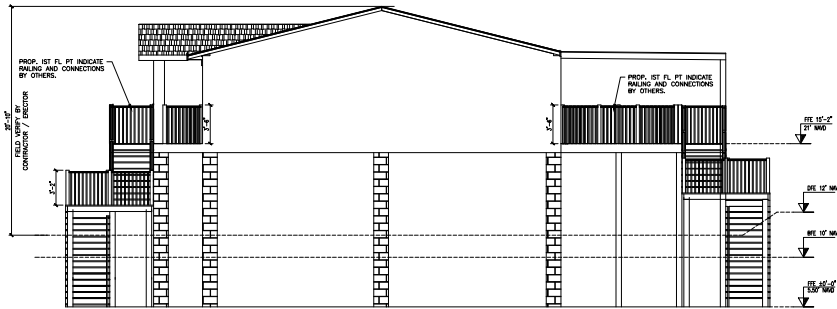
SHEET MANAGEMENT
PROJECT NO: 2025035

SHEET TITLE

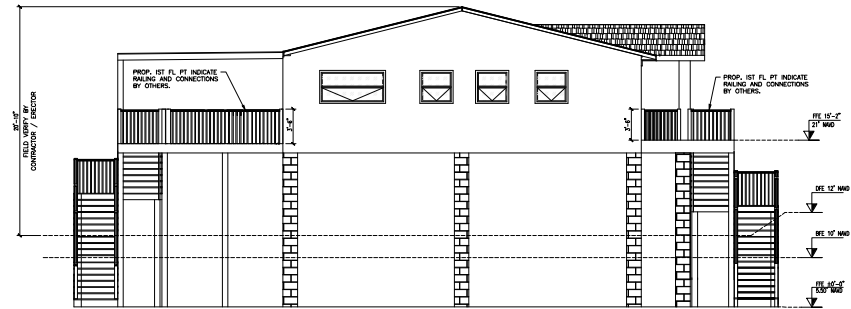
NEW ELEVATIONS

SHEET NUMBER

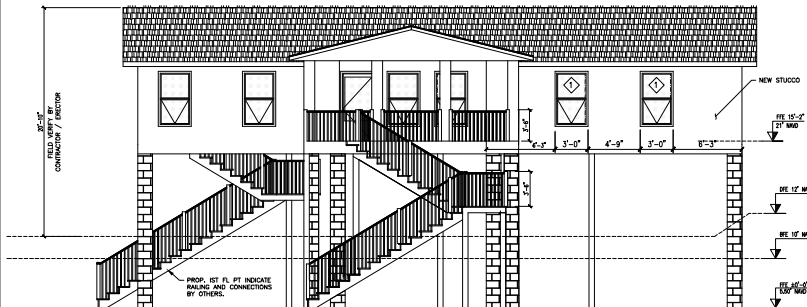
A-4



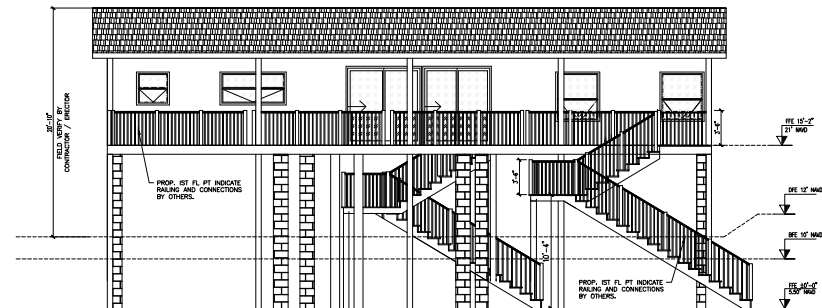
NEW PROPOSED NORTH ELEVATION
3/16"=1'-0"



NEW PROPOSED SOUTH ELEVATION
3/16"=1'-0"



NEW PROPOSED EAST ELEVATION
3/16"=1'-0"



NEW PROPOSED WEST ELEVATION
3/16"=1'-0"

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SHEET MANAGEMENT

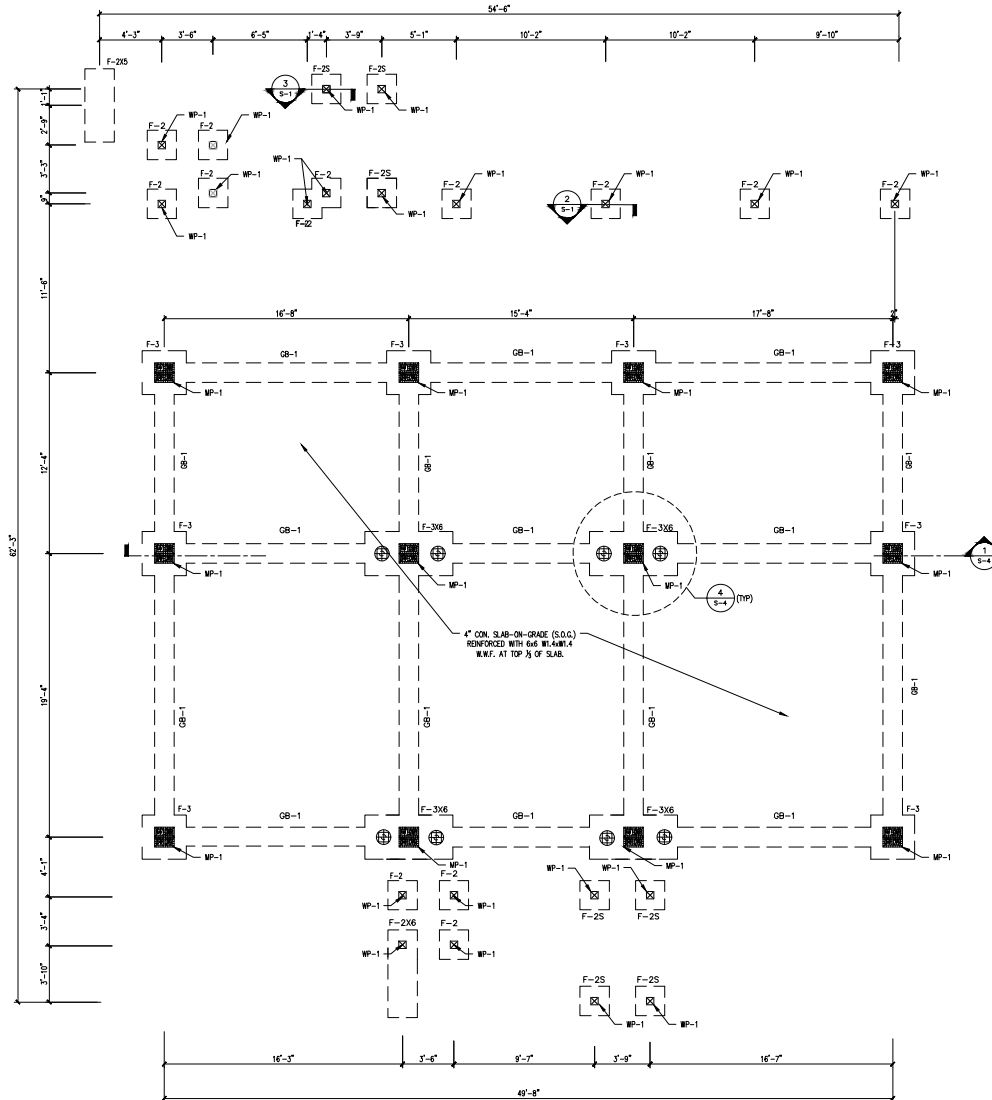
PROJECT NO: 2025035

SHEET TITLE

FOUNDATION PLAN

SHEET NUMBER

S-1



FOUNDATION PLAN

1/4"=1'-0"

LEGEND:

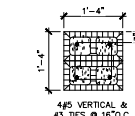
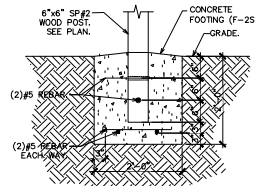
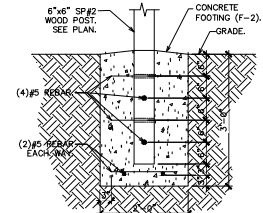
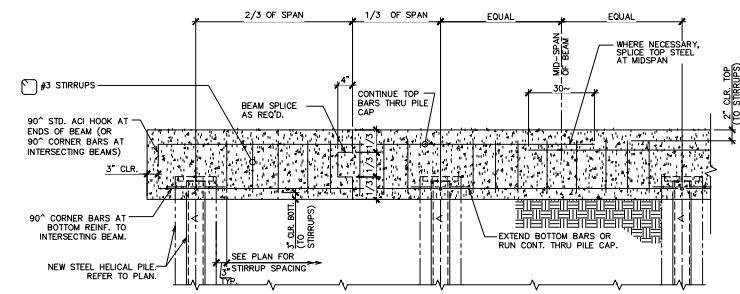
- F-# DENOTES ISOLATED FOOTING. SEE SCHEDULE.
GB-# DENOTES GRADE BEAM. SEE SCHEDULE.
WP-1 DENOTES 16"x16" MASONRY PILASTER. SEE DETAIL 1 ON THIS SHEET.
WP-2 DENOTES 6"x6" SP#2 WOOD POST.
HP-1 DENOTES HELICAL PILE. FOUNDATION ANCHOR TORQUED TO 5,000 FT-LBS OR 25,000 LBS WORKING LOAD, LTD. ATTACHED TO TOP OF HELICAL.

FOOTING SCHEDULE

MARK	SIZE	DEPTH	REINFORCING EACH WAY	REMARKS
GB-1	1'-4" x CONT.	1'-4"	(2) #5 TOP & BOTTOM #3 STIRRUPS @ 12" O.C.	GRADE BEAM.
F-2	2'-0" x 2'-0"	3'-0"	(2) #5 EACH WAY BOTTOM.	ISOLATED FOOTING. SEE DETAIL 2 ON THIS SHEET.
F-25	2'-0" x 2'-0"	2'-0"	(2) #5 EACH WAY BOTTOM.	ISOLATED FOOTING. SEE DETAIL 3 ON THIS SHEET.
F-3	3'-0" x 3'-0"	1'-4"	(4) #5 EACH WAY BOTTOM.	ISOLATED FOOTING.
F-25	2'-0" x 3'-0"	1'-0"	(3) #5 BOTTOM LW (6) #5 BOTTOM SW	ISOLATED FOOTING.
F-26	2'-0" x 6'-0"	1'-0"	(3) #5 BOTTOM LW (7) #5 BOTTOM SW	ISOLATED FOOTING.
F-36	3'-0" x 6'-0"	1'-4"	(4) #5 BOTTOM LW (7) #5 BOTTOM SW	ISOLATED FOOTING.

NOTES:

- CENTER ALL FOOTINGS BELOW WALL OR COLUMN U.N.O.
- ALL FOOTING REINFORCING TO BE BOTTOM BARS U.N.O.
- SEE TOP OF FOOTING AT SECTIONS & DETAILS.
- INCREASE DEPTH OF THICKENED SLAB EDGE AS REQUIRED TO MAINTAIN 1'-0" (MIN.) EMBEDMENT BELOW GRADE (TYP.) U.N.O.

DETAIL MP-1
SCALE: 3/4"=1'-0"SHORT WOOD POST FOOTING F-25
SCALE: 3/4"=1'-0"LONG WOOD POST FOOTING F-2
SCALE: 3/4"=1'-0"

NOTES:

- HELICAL PILES NOT TO SCALE.



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PROJECT
This item has been digitally signed and sealed by Daniel Diaz, P.E. on the date adjacent to the seal. Printed copies of this document view not considered signed and sealed and the signature must be verified on any electronic copies.

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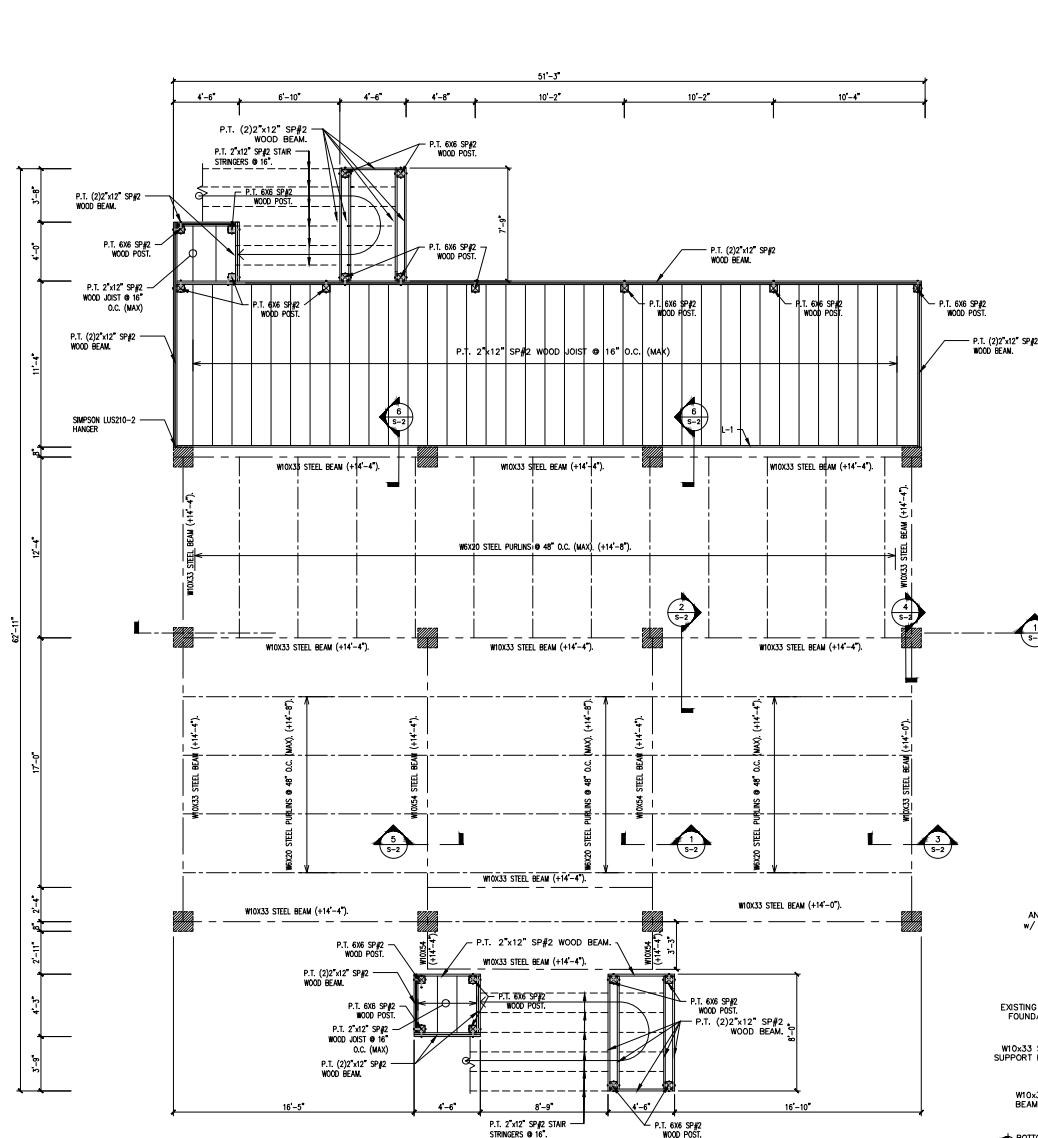
SHEET MANAGEMENT
PROJECT NO: 2025035

SHEET TITLE

FLOOR FRAMING PLAN

SHEET NUMBER

S-2



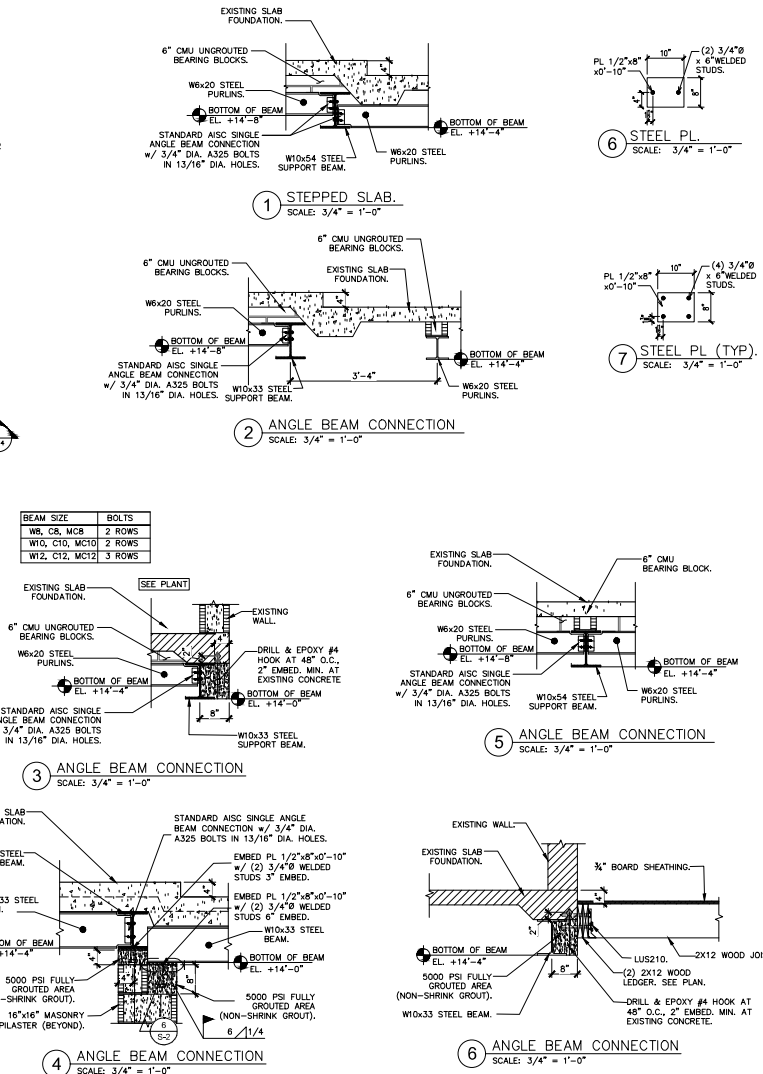
FLOOR FRAMING PLAN
1/4" = 1'-0"

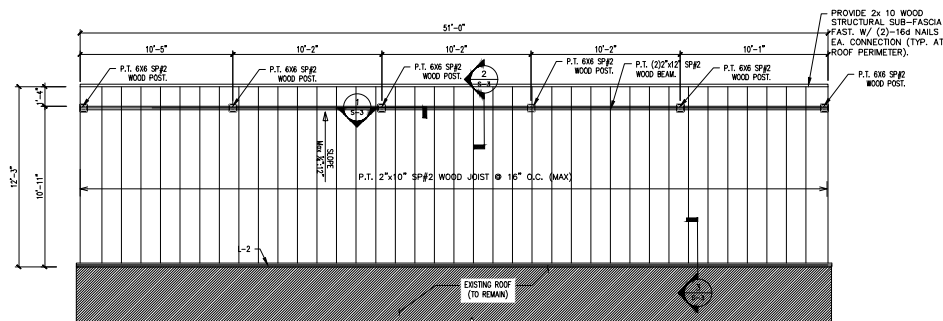
LEGEND:

- DENOTES COLUMN SUPPORT BELLOW.
L-1 DENOTES P.T. (2) 2X12 WOOD LEDGER w/ 3/4" x SIMPSON STEEN HD. 6-32 EMBED, AT 8" MAX. FROM EA. END AND 16" O.C. MAX., STAGG. TOP AND BOTTOM.
(+/-) DENOTES BOTTOM OF STEEL BEAM.

NOTE:
ALL STRUCTURAL STEEL MEMBERS AND CONNECTORS TO BE HOT DIPPED GALVANIZED.

NOTE: PROVIDE HANGER CONNECTOR BY SIMPSON LUS210 AT SIMPLE WOOD JOIST; & HANGER CONNECTOR BY SIMPSON LUS210-2 AT DOUBLE WOOD JOIST. SEE SECTIONS FOR CONNECTOR OF WOOD BEAM TO WOOD POST.





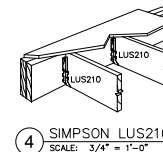
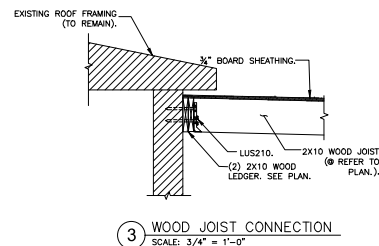
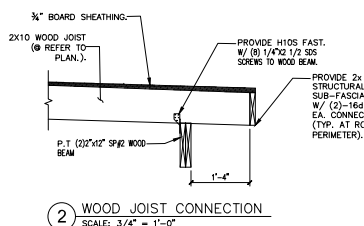
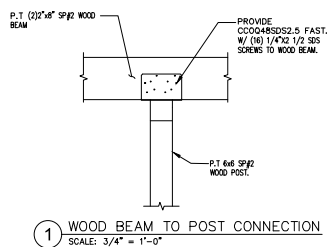
ROOF FRAMING PLAN
1/4" = 1'-0"

LEGEND:

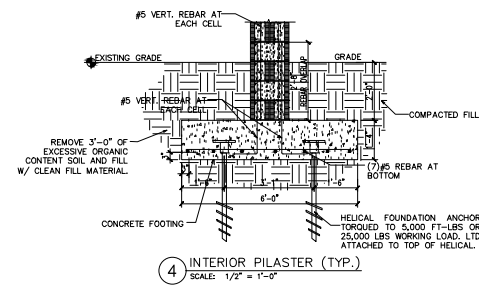
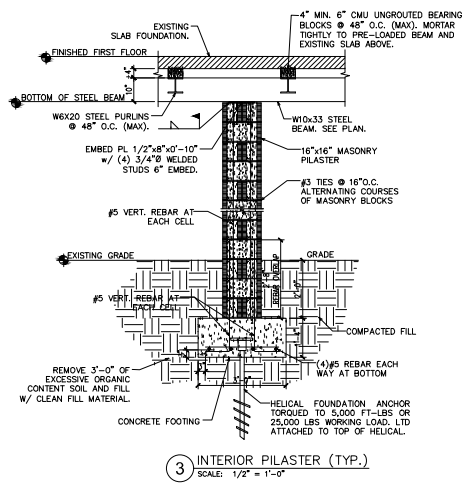
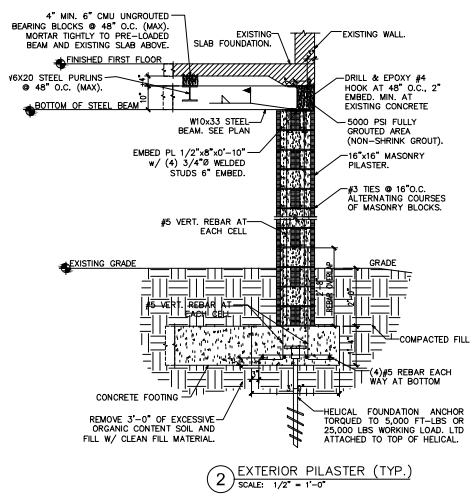
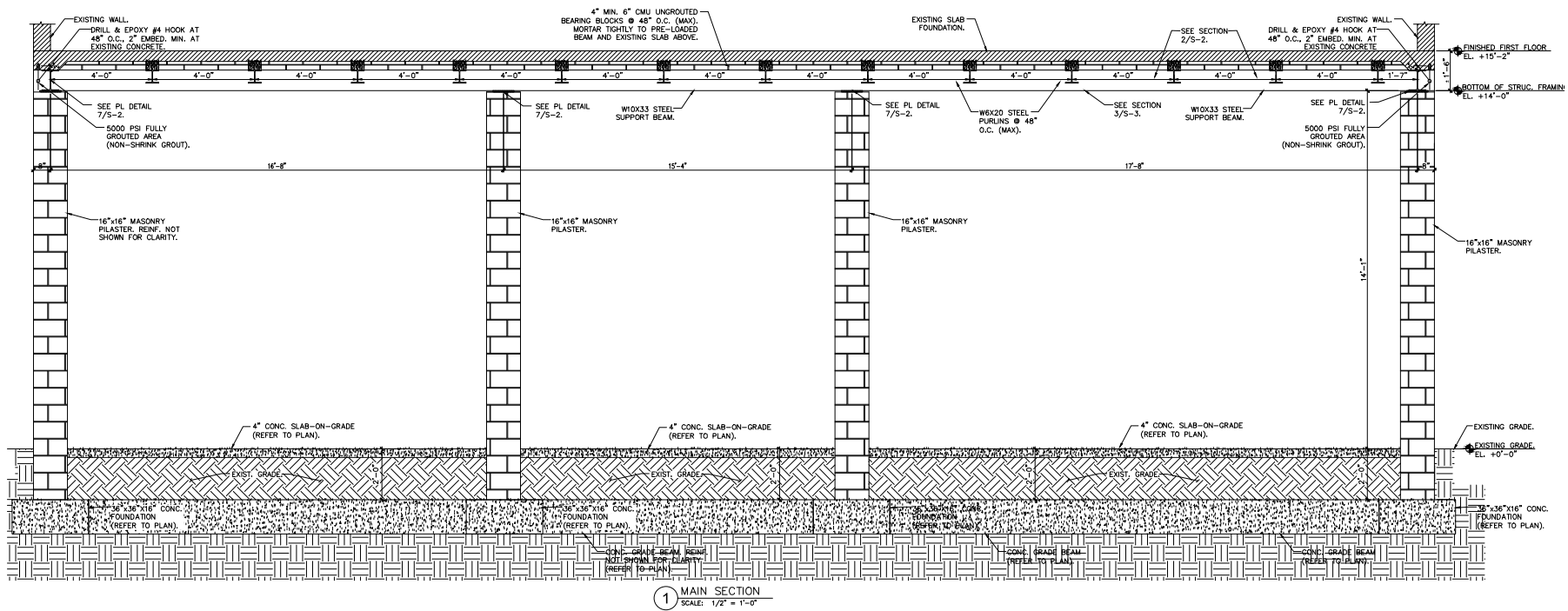
L-2-2 DENOTES P.T. (2) 2X10 WOOD LEDGER W/ 3/4" x SIMPSON TITEN HD, 6-1/2" EMBED, AT 8" MAX. FROM E.A. END AND 18" O.C. MAX., STAGG. TOP AND BOTTOM.

(+/-#-#) DENOTES TOP OF STEEL BEAM.

NOTE: PROVIDE HANGER CONNECTOR BY SIMPSON LUS210 AT SIMPLE WOOD JOIST; & HANGER CONNECTOR BY SIMPSON LUS210-2 AT DOUBLE WOOD JOIST. SEE SECTIONS FOR CONNECTOR OF WOOD BEAM TO WOOD POST.



MARK	DATE	DESCRIP.
CD	03/07/25	PERMIT



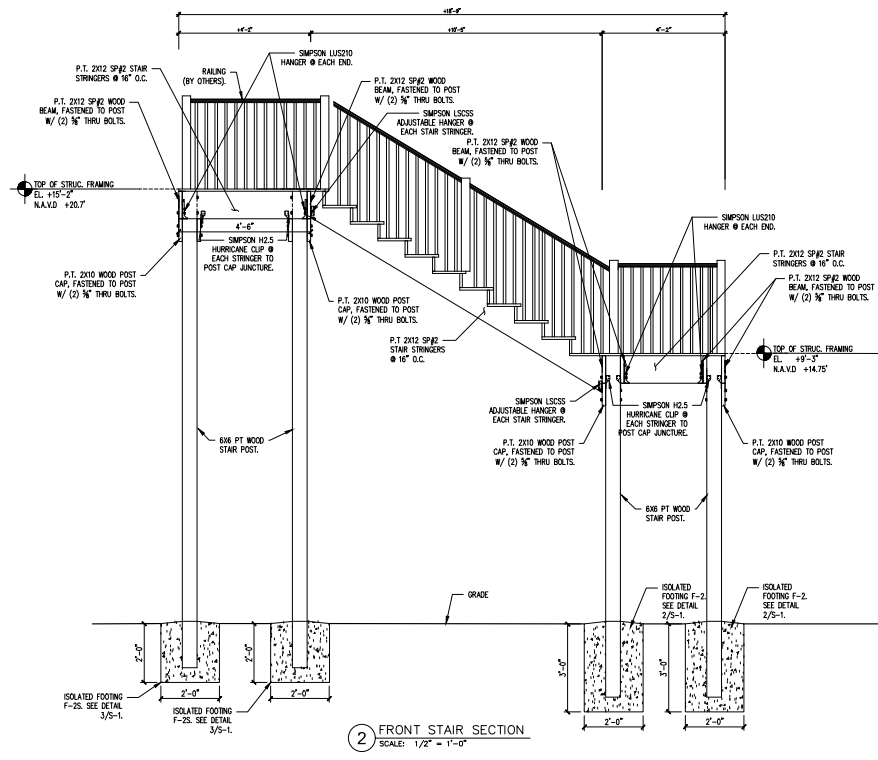
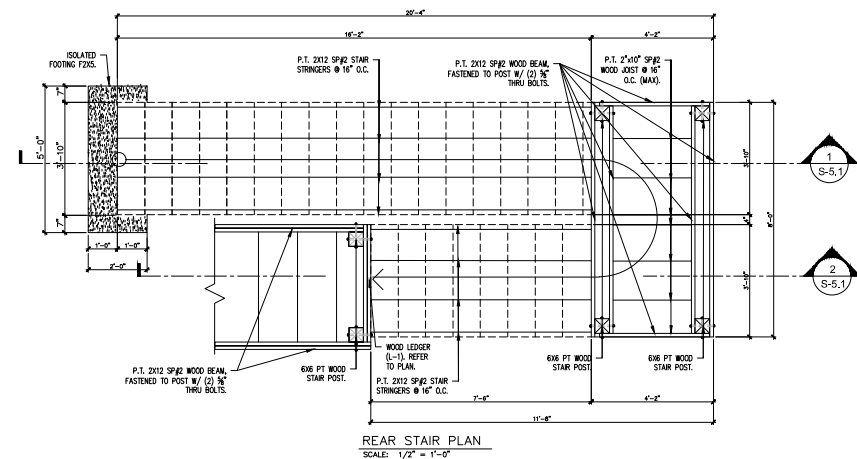
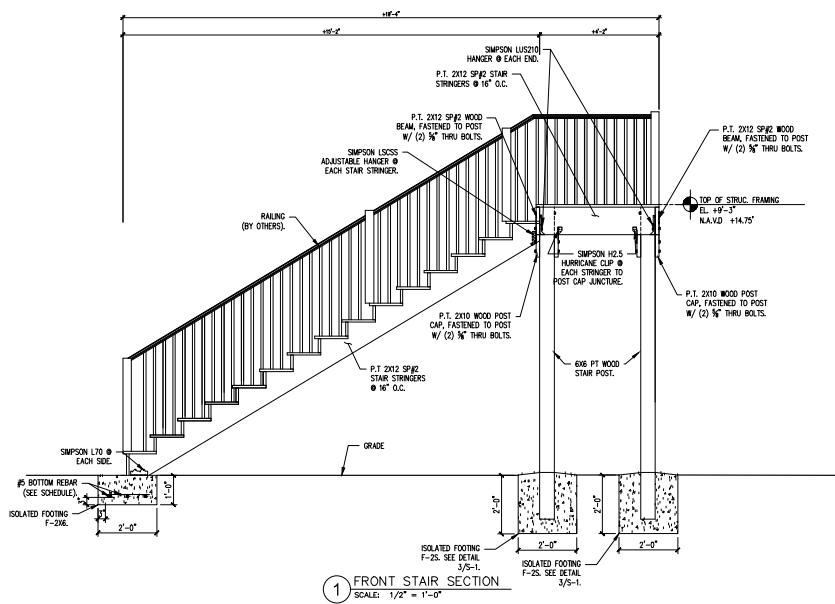
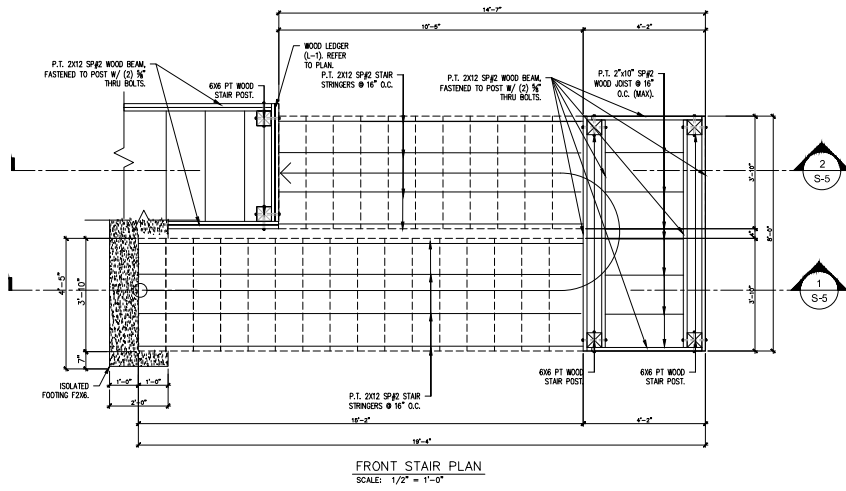
MARK	DATE	DESCRIP.
CD	03/07/25	PERMIT

SHEET MANAGEMENT
PROJECT NO: 2025035

SHEET TITLE
STAIR DETAILS

SHEET NUMBER

S-5



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PROJECT

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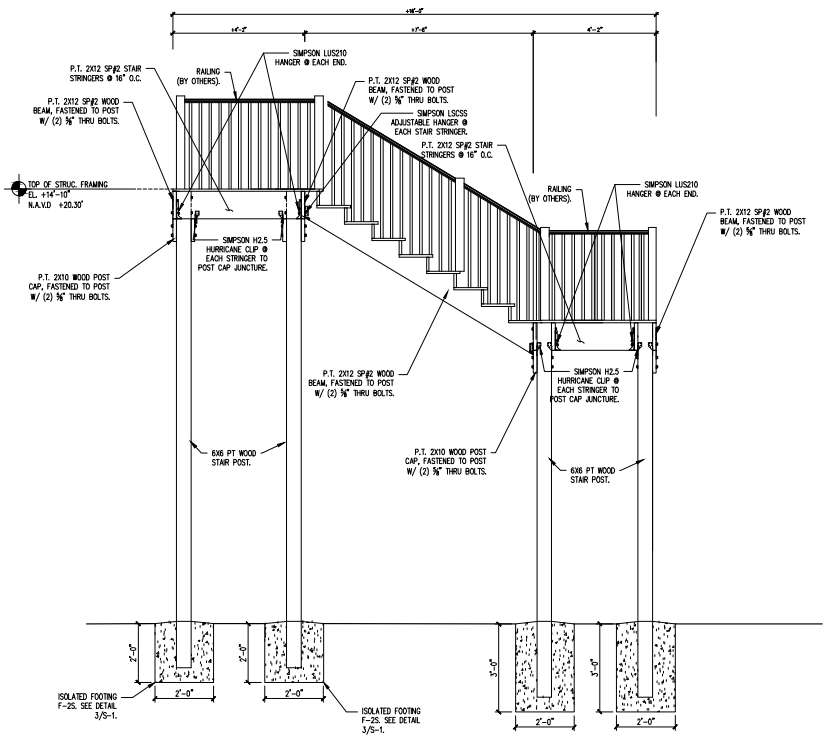
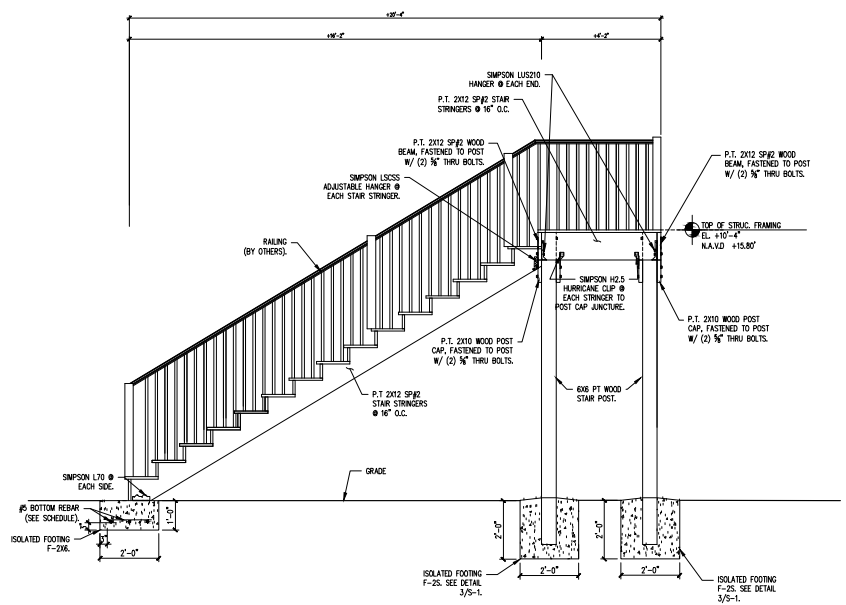
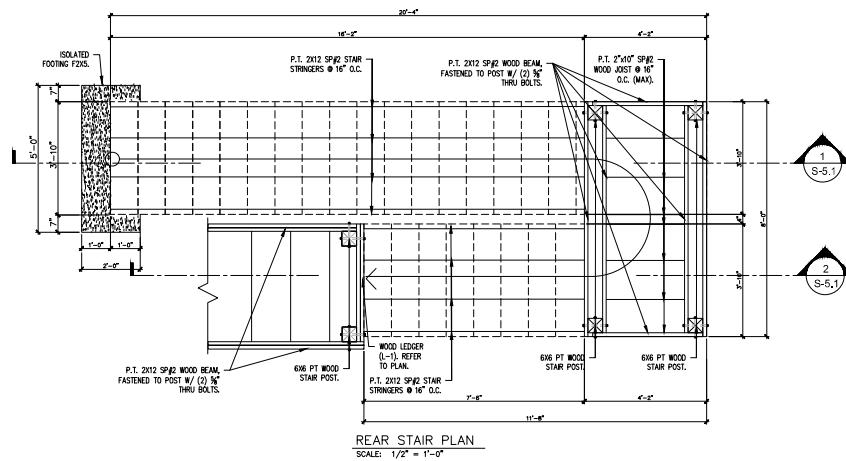
510 Crystal Drive,
Madeira Beach, FL
33708.

MARK	DATE	DESCRIP.
CD	03/07/25	PERMIT

SHEET MANAGEMENT
PROJECT NO: 2025035

SHEET TITLE
STAIR DETAILS

SHEET NUMBER
S-6



Business Impact Estimate

Proposed ordinance's title/reference:
Ordinance 2025-14: Elevating and Moving Structures

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Madeira Beach hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance 2025-14: Elevating and Moving Structures amends the Madeira Beach Code of Ordinances to streamline the permitting process for structure elevation. These amendments focus on assisting property owners elevate their existing homes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No foreseen direct economic impact of the proposed ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No foreseen impact on businesses with the proposed ordinance.

4. Additional information the governing body deems useful (if any): *The changes clarify definitions, establish consistent treatment of access structures such as stairs and ramps, and allow reasonable encroachments into required yards without triggering a variance. The updates are intended to reduce permitting delays and provide more flexibility to homeowners elevating existing structures.*



Memorandum

Meeting Details: July 23, 2025 – Board of Commissioners Special Meeting
Prepared For: Honorable Mayor Brooks and the Board of Commissioners
Staff Contact: Community Development Department
Subject: Post-Storm Update – FEMA, FDEP, Permitting, Department Updates

Background:

This memo provides an update on the Community Development Department's ongoing recovery and coordination efforts following Hurricanes Helene and Milton.

Discussion:

Permitting Update

Permit Stats since September 27, 2024 to July 16, 2025:

Inspections: 4,650 (Total) 3,715 (Passed) 933 (Failed)

Total Applications processed: 3,058

Applications Waiting To Be Reviewed: 13 Applications Returned Due To Missing Information: 81

Total permits applications to be reviewed: 335

Permits apps currently under review: 132 Permits apps waiting on information from applicant: 203

Permits Issued: 2,700 (commercial: 849 residential: 1,851)

Permits Issued By Type

WINDOWS/DOORS: 131	ELEVATING STRUCTURE: 12	INTERIOR DEMO: 881
DECK: 8	FENCE: 38	INTERIOR REMODEL: 781
FULL DEMO: 151	FIRE ALARM/SPRINKER : 20	MECHANICAL: 214
DOCK/LIFT: 35	GAS: 3	NEW RESIDENTIAL
DRIVEWAY: 9	GARAGE DOOR: 40	BUILDING: 8
ELECTRICAL: 144	GENERATOR: 5	PLUMBING: 38

RIGHT OF WAY: 2

SEAWALL: 18

SWIMMING POOL: 8

Item 8B.

ROOF: 137

SHUTTER: 10

SCREEN ROOM: 1

SOLAR: 5

Variance Requests:

The number of variance applications has risen due to setback conflicts. Ordinance 2025-14 will reduce the amount of variance requests for elevated structures and assist in review time. In 2024 staff received six (6) variance requests and in 2025 staff received eight (8) variance requests so far. Previous year variance requests: 2018: three (3) variance requests, 2019: three (3) variance requests, 2020: five (5) variance requests, 2021: three (3) variance requests, 2022: seven (7) variance requests, 2023: eight (8) variance requests.

Code Enforcement:

Code Cases from September 01, 2024: 169 Active 124 Closed

Special Magistrate is scheduled for August 12, 2025 with 3 new cases and 2 old cases.

Department Operations

Staffing:

Additional contracted support in building and planning review to speed up review time. Staff is putting many code amendments on hold to focus on permitting efforts. Staff continues to balance normal operations with storm recovery.

Technology / Forerunner:

Staff are learning the floodplain management tools with the new software Forerunner. The Community Development Department is putting together internal post-storm training with the new software. After a storm, Forerunner helps staff quickly identify properties that may be substantially damaged by overlaying damage data with floodplain maps. It streamlines documentation for FEMA compliance, supports consistent substantial damage determinations, and centralizes property-specific flood risk information for faster decision-making and resident communication.

Public Outreach:

Multiple outreach efforts are underway, including direct mail to all property owners, mailing to repetitive loss areas, digital updates, and open office hours to assist residents with questions about rebuilding and permitting. Staff is designing and will print door-hangers for post-storm FAQs, contact information, and essential

information. The Community Development Department will have an “open house” public meeting on July 15, 2020 at 6:00 pm in the City Commission Chambers.

Fiscal Impact:

The fiscal impact includes increased costs for professional services due to the need for contracted assistance with planning and building permit review and inspections. Additional expenses for printing services related to post-storm door hangers, outreach mailers, and updating emergency response kits.

Recommendation(s):

Staff recommends continued support for post-storm recovery efforts. This may include engaging outside contractors for surge support, expanding the use of technology like Forerunner, and producing additional outreach materials to improve communication and compliance.

Attachments/Corresponding Documents:

- FDEM SB 180



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 8B.

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

TO: County Emergency Management Directors

FROM: Kevin Guthrie, Executive Director, Florida Division of Emergency Management

SUBJECT: Senate Bill (SB) 180 Implementation Requirements

DATE: July 7, 2025

The Legislature passed SB 180 Emergencies on May 2, 2025, and Governor DeSantis signed it into law on June 26. The Florida Division of Emergency Management (FDEM) has identified numerous requirements which will now be the responsibility of local governments at both the county and municipal levels to implement immediately. Please see these requirements noted below for preparation and awareness purposes.

1. Impact Fees

With limited exceptions, a local government, school district, or special district may not assess an impact fee for the reconstruction or replacement of a previously existing structure if the replacement structure is of the same land use as the original structure and does not increase the impact on public facilities beyond that of the original structure.

2. Comprehensive Emergency Management Plans

FDEM will provide political subdivisions with a template for comprehensive emergency management plans, including plans for natural disasters, and guidance on the development of mutual aid agreements. We will develop and distribute this template which will include the requirements outlined in SB 180, such as the requirement that emergency comprehensive management plans must include an update to public health emergency capabilities, as determined in collaboration with the Department of Health.

3. Training Hours

FDEM will specify requirements for the minimum number of training hours that county or municipal administrators, county or city managers, county or municipal emergency management directors, and county or municipal public works directors or other officials responsible for the construction and maintenance of public infrastructure must complete biennially in addition to the training required pursuant to section 252.38(1)(b), Florida Statutes. FDEM will provide training to meet these requirements or approve training to be given by a not-for-profit corporation.

4. Special Needs Shelters

The caregiver of a person with special needs who is eligible for admission to a special needs shelter, and all persons for whom he or she is the caregiver, must be allowed to shelter together in the special needs shelter. If a person with special needs is responsible for the care of persons without special needs, those persons must be allowed to use the special needs shelter with the person with special needs.

5. Emergency Contacts

By May 1st of each year, each political subdivision must notify FDEM of the person designated as the emergency contact for the political subdivision and his or her alternate and of any changes in persons so designated thereafter. For a county, the emergency contact must be the county emergency management director.

6. Website Requirements

Each county and municipality must post on its publicly accessible website various recovery-related information, and a post-storm permitting plan for special building permit and inspection procedures after a hurricane or tropical storm. Counties and municipalities must also have an online option for receiving, reviewing, and accessing substantial damage and substantial improvement letters.

7. Building Permit or Inspection Fees

For 180 days after a state of emergency is declared pursuant to section 252.36, Florida Statutes for a hurricane or tropical storm, a county or municipality within the area for which the state of emergency is declared may not increase building permit or inspection fees.

8. Office Requirements

Counties and municipalities that have experienced a direct impact from a natural emergency must open a permitting office at which residents can access government services for at least 40 hours per week.

9. Contract Requirements

Effective January 1, 2026, each state or local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

10. Debris Management Sites

Each county and municipality must apply for authorization of at least one debris management site as and must annually seek preauthorization for any previously approved debris management sites. Municipalities are authorized to apply jointly with a county or adjacent municipalities for authorization of a debris management site if the parties have a memorandum of understanding (MOU) outlining the capacity and location of the site relative to each party, and such MOU is approved annually as part of the preauthorization process.

11. Ordinance Changes Regarding Substantial Improvements or Repairs

A local government that is participating in the National Flood Insurance Program may not adopt or enforce an ordinance for substantial improvements or repairs to a structure which includes a cumulative substantial improvement period.

12. Moratoriums

Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome

amendments to its comprehensive plan or land development regulations; or propose or adopt n restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by section 163.3164, Florida Statutes, before October 1, 2027, and any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This applies retroactively to August 1, 2024.

13. Tenant Rights

Rental tenants must be given an opportunity to collect their belongings or be given notice of a date by which they will be able to do so when rented premises are damaged or destroyed.

14. Hoisting Equipment

Requires hoisting equipment such as cranes to be secured in a specified manner no later than 24 hours before the impacts of a hurricane are anticipated to begin. The Florida Building Commission is to establish best practices for the utilization of tower cranes and hoisting equipment on construction job sites during hurricane season and report to the Legislature by December 31, 2026.

We are available to assist with implementation where practical. The costs to implement these new requirements at each county or municipal level will be borne by your governments and must be appropriately funded during budget development, which is ongoing for many of you.

We have attached the enrolled text of SB 180 and the staff analysis produced by the Legislature to this letter to ensure you have the exact requirements of the bill. **Please ensure your counsel receives a copy of the bill to ensure you are adequately prepared to implement it.**

Attachment: SB 180



July 15, 2025

Patrick Cade
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

Dear Patrick:

Thank you for your consideration to renew the fiscal agent banking agreement that is in effect from September 30, 2022, through September 30, 2025, by and between the City of Madeira Beach and Hancock Whitney Bank. As we have discussed, this letter is to extend the current agreement that is set to expire September 30, 2025, to a new maturity date of September 30, 2028. The City of Madeira Beach and Hancock Whitney Bank agree that by mutual consent, this agreement can be extended for an additional three (3) year period subsequent to the proposed September 30, 2028 maturity date.

Hancock Whitney Bank greatly values our relationship with the City of Madeira Beach, and we will continue to provide our services to the City in a structure that is significantly below our standard pricing. We are extremely pleased to accommodate a renewal to the fiscal agent agreement from October 1, 2025 through September 30, 2028 with the following modifications:

I. City Deposit Accounts:

Beginning October 1, 2025, the rate applied to the City of Madeira Beach's Public Fund NOW depository accounts will be a floating rate of 90% of the 28 Day Treasury Bill. The City of Madeira Beach will earn a variable rate adjusted monthly based upon the 28 Day Treasury Bill as reported by the Federal Reserve Bank on the last business day of the preceding month. For example, the current 28 Day Treasury Bill rate as of July 1, 2025 was 4.16%. The interest rate the City of Madeira Beach would earn would be 3.744% ($4.16\% \times 0.9$). The interest rate will be adjusted at the beginning of each month and interest will be accrued daily and paid monthly.

100 2nd Ave. North, Suite 200, St. Petersburg, FL 33701
hancockwhitney.com



- II. During the term of the extended fiscal agent agreement, Hancock Whitney Bank will apply an Earnings Credit Rate of Fed Funds minus 100 bps to help offset service charges. As of June 2025, the current target of \$300,000 will offset current service fees.

Please sign below and email back once executed.

Hancock Whitney Bank looks forward to continuing to serve the banking needs of the City of Madeira Beach.

Accepted by:

City of Madeira Beach

Patrick Cade

Date

Regards,



Tony Wagner, Vice President

7-16-25

Date



Pro Forma Account Analysis for: City of Madeira Beach
 Relationship Manager: Tony Wagner
 TM Sales Rep: Debbie Wright

State: FL
 6/30/2025

Average Ledger Balance	\$300,000.00	Earnings Credit	3.50%
Less Average Uncollected Funds	\$0.00	Negative Collected Balance Rate	0.00%
Average Collected Balance	\$300,000.00	Reserve Requirement	10.00%
Less Reserve Requirement	\$30,000.00	Number of Days in Cycle	30
Average Available Balance	\$270,000.00	Standard Earnings Credit	0.30%

Earnings Credit Allowance	\$776.71
Total Analyzed Services	\$671.20
Analysis Surplus or Deficit	\$105.51

Earnings Credit Multiplier \$386.24 at Current Earnings Credit Rate
 Breakeven Target Balance \$259,246.56 at Current Earnings Credit Rate and Service Prices

**This proposal, the prices and descriptions of services contained herein are considered proprietary information.
 Prices quoted will be offered for 90 days from the date of this proposal.
 Should the proposal be accepted after that time, the Bank reserves the right to revise any or all prices quoted.*

Any services not specifically listed will be charged according to the Bank's current Business Account Fee Schedule.

SERVICE	VOLUME	EXCEPTION PRICE	TOTAL
Depository Services			
Account Maintenance	2	\$8.50	\$17.00
Supervision & Assessment Fee (volume is per \$1,000)	28353	\$0.00	\$0.00
Deposits and Other Credits	34	\$0.22	\$7.48
Deposited Items - Other	100	\$0.08	\$8.00
ACH Credits Received	199	\$0.08	\$15.92
Return Deposited Item	0	\$4.00	\$0.00
Deposit Correction Fee	0	\$3.00	\$0.00
Disbursement Services			
Checks and Other Debits	52	\$0.10	\$5.20
ACH Debits Received	243	\$0.08	\$19.44
Stop Payment	0	\$20.00	\$0.00
Returned Deposit Items			
Re-Deposit Item (Re-Clears)	0	\$3.00	\$0.00
RDI - Fax/Email Advice	0	\$2.50	\$0.00
Treasury Manager Online Banking			
TM - Monthly Maintenance (1 - 5 Accounts)	1	\$35.00	\$35.00
Per Account (1 to 5 Accounts)	2	\$0.00	\$0.00
Per User (1- 3 users)	3	\$0.00	\$0.00
Previous Day Items	571	\$0.00	\$0.00

Pro Forma Account Analysis for: City of Madeira Beach
Relationship Manager: Tony Wagner

State:

Item 9A.

6/30/2025

ACH Services

ACH Monthly Maintenance (under 50 items)	1	\$20.00	\$20.00
ACH - Origination - Per Item	9	\$0.08	\$0.72
ACH - Same Day Origination - Per Item	0	\$1.00	\$0.00
ACH - Origination - Per Settlement Account	1	\$0.00	\$0.00
ACH File Delivery Monthly Maintenance	1	\$125.00	\$125.00
ACH File Deliver Per File	0	\$0.00	\$0.00
ACH File Delivery Per Item (over 50 items)	85	\$0.08	\$6.80
ACH - Return Items and NOC	0	\$2.00	\$0.00
ACH - Return Item/Unauthorized Entry	0	\$10.00	\$0.00
ACH - Origination Correction Item	0	\$10.00	\$0.00

Fraud Prevention Services

Positive Pay - Payee Monthly Maintenance	1	\$100.00	\$100.00
Positive Pay - Payee Per Item	51	\$0.04	\$2.04
Positive Pay - Exception Item	4	\$1.50	\$6.00
Positive Pay - Exception Item Returned	0	\$3.00	\$0.00
ACH Positive Pay - Monthly Maintenance (ACH Debits)	1	\$25.00	\$25.00
ACH Positive Pay - Return Item (each)	0	\$3.00	\$0.00
ACH UPIC	1	\$15.00	\$15.00
Safe Wire	1	\$15.00	\$15.00

Wire Transfer Services

Wire Transfer Module Monthly Maintenance	1	\$20.00	\$20.00
Wire Transfers - Outgoing (Standard)	2	\$12.00	\$24.00
Wire Transfers - Outgoing (Online)	0	\$12.00	\$0.00
Wire Transfers - Incoming	0	\$10.00	\$0.00
Wire Notification (each) - Email	0	\$2.00	\$0.00

Remote Deposit Capture

RDC - Monthly Maintenance (Over 50 items)	1	\$40.00	\$40.00
RDC - Per Item Deposited	700	\$0.03	\$3.00
RDC - Mobile Deposit Per Item Deposited	0	\$0.50	\$0.00

Zero Balance Accounts

ZBA - Maintenance (parent account)	1	\$15.00	\$15.00
ZBA - Maintenance (sub accounts)	1	\$10.00	\$10.00
ZBA - Transfer Fee	20	\$0.08	\$1.60

Data Exchange Services

<u>DX - Outbound</u>			
DX Outbound - BAI 2 - Monthly maintenance	1	\$80.00	\$80.00
DX Outbound - Per Item	780	\$0.05	\$39.00

Treasury Reports

ACH - EDI Report Prior Day	1	\$15.00	\$15.00
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Total Estimated One-Time Fees

\$0.00

Total Estimated Monthly Fees

\$671.20



Memorandum

Meeting Details: July 23, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: TruVac Trailer Purchase

Background

The Fiscal Year 2025 budget allocated \$350,000 for the replacement of the City's Street sweeper. The replacement was intended to support ongoing stormwater system maintenance and uphold the City's MS4 (Municipal Separate Storm Sewer System) permit compliance.

Upon receiving updated quotes, staff determined that the cost for a new regenerative air or vacuum street sweeper has risen above \$400,000, significantly exceeding the approved budget. Given the high cost and a limited useful life of 5–7 years, staff has concluded that purchasing a new sweeper is not a fiscally responsible solution at this time.

Instead, the City has contracted with SCA Sweeping at a cost of \$2,500 per month. This contract includes:

- A complete monthly citywide sweep
- A second monthly vacuum sweep focused specifically on the pervious concrete areas in Boca Ciega Neighborhood, 137th Ave. Circle., and portions of Gulf Lane.

This approach ensures continued street-level stormwater management without the capital burden of new equipment.

Benefits of TruVac Trailer:

- Significantly lower cost than a full sweeper unit
- Increased access to hard-to-reach storm drain inlets
- Supports compliance with the City's MS4 permit by improving pollutant and debris removal
- Reduces localized flooding through regular catch basin cleaning
- Lower maintenance and longer equipment life compared to traditional sweepers

Fiscal Impact

The fiscal impact is \$143,570.00 purchase from the Stormwater department which has been budgeted for \$350,000.

Recommendation(s)

Staff recommends approval of the purchase of a TruVac trailer from Environmental Products Group in the amount of \$143,570.00, utilizing Sourcewell Contract #101221-VTR.

Attachments

- Environmental Products quote
- Sourcewell Documents
 - RFP
 - Contract
 - Pricing

Environmental Products Group

Proposal Summary

TRXX

Single Engine Hydro Excavation
Machine Mounted on a Trailer

For Madeira Beach



BASIC

MODEL

Vacuum System	1000 CFM PD Blower	Debris Body Capacity (Gal)	500
Engine	64 HP	Water Capacity	200
Water Flow	5.00	Water Pressure	3000
Chassis Source	Vactor	Water Tank Material	Polyethylene
Controls		Blower High Temp Shutdown	
Tounge Jack	Powered		

CHASSIS

STANDARD FEATURES

T003STD	Floatball Shutoff
T004STD	Hydraulic Rear Door Open/Close
T006STD	Hydraulic Dumping
T007STD	Rear Door Safety Prop
T010STD	3/8" x 50" Curbside Hose Reel
T011STD	6" Water Tank Top Fill with Cap
T012STD	Digging Lance & Nozzle Package (5 GPM Rotator Nozzle & 4 GPM Straight Tip Single Jet Nozzle)
T013STD	Digging Lance Vacuum Tube and Nozzle Storage
T014STD	Washdown Gun/Storage
T016STD	Primary Microstrainer Filter w/ Clean Out (5 micron)
T018STD	Vacuum Dig Tube
T019STD	Power System Shroud
T022ASTD	Lighted Control Screen w/ Lockable Cover
T1002STD	Inspection Port at Rear
T200STD	200 Gallon Water Tank
T3000STD	5 GPM @ 3000 PSI Water Pump
T4002STD	Wireless Remote



T4004STD	4 Way Valve w/ Wireless Remote Operation for unclog feature
T4005STD	Camlock Vacuum Fittings
T500STD	500 Gallon Spoils Tank
T9004STD	Anti-Siphon Water Tank Fill
T9024STD	Wheel Chocks and Holder
T9025STD	Pintle Trailer Hitch

BOOM

T4001A	Extendable Boom w/ 4" Boom Hose
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DEBRIS BODY

T1004	Debris Body Vibrator
T3001	Cyclone Filter

MISCELLANEOUS

T018A	Vacuum Dig Tube Handle Assembly
T1003	4" x 25' Hose w/ Hose Ends
T5002	Hydraulic Tool Package
T8024	Amber Lights for Flashing Light Package
T9023PA	Safety Cone Storage Rack - Post Style

LIGHTING

T8004	Work Zone Lighting Includes Boom Rear Workstation and Side Work Lights
T8007	Rear Directional Control LED Arrowstick
T8008	Federal Signal Strobe Package





PAINT

Cab Paint Color	
Cab Paint Color Code	
Module Paint Color	Grey
Module Paint Code	840976EX
LOGO-APPL.	TruVac Logos - Applied

TOOLBOX

T4007	P/S Over Fender Toolbox
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Total Price: \$144,403

Discount: (\$4,333)

Freight: \$3,500

Sourcewell Contract # 101221-VTR Price: \$143,570





RFP #101221
REQUEST FOR PROPOSALS
for
Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment
with Related Accessories and Supplies

Proposal Due Date: October 12, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	August 24, 2021
Pre-proposal Conference:	September 15, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	October 5, 2021, 4:30 p.m., Central Time
Proposal Due Date:	October 12, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	October 12, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies principally intended or designed for the cleaning of sewer lines, catch basins and storm sewers, or for municipal pumping applications, such as:

- a. Sewer vacuums or combination sewer cleaners;
- b. Hydro or air excavation equipment;
- c. Jetters and rodders;
- d. Dewatering, mud, trash, and centrifugal pumps;
- e. Other pumps used in lift station, sewage treatment, water treatment, or water collection facilities; and,
- f. Accessories, supplies and replacement or wear parts related to the offering of the solutions in subsections 1. a. – d. above.

2. The primary focus of this solicitation is on Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, for the cleaning of sewer lines, catch basins, and storm sewers, or for municipal pumping applications, and the related offering of equipment, supplies and services. This solicitation should NOT be construed to include excavators principally intended for utility infrastructure installation and related solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Public Utility Equipment with Related Accessories and Supplies (RFP #012418).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$65 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the

contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this

pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

Rev. 3/2021

Sourcewell RFP #101221
Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment
with Related Accessories and Supplies

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- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;

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- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



8/26/2021

Addendum No. 1

Solicitation Number: RFP 101221

Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping
Equipment with Related Accessories and Supplies

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We manufacture and sell pipeline inspection and rehabilitation equipment. Are we to bid on RFP 101221 or RFP 093021?

Answer 1:

Each Sourcewell RFP is an open and competitive solicitation process. In the competitive process, Sourcewell will not pre-evaluate a proposer's offerings.

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 8/26/2021, is required at the time of proposal submittal.



9/10/2021

Addendum No. 2

Solicitation Number: RFP 101221

Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping
Equipment with Related Accessories and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are we able to add new items to the contract post-award or are only items included during the initial submission allowed? When are price increases permitted post-award to accommodate for material COGs increases and is there a yearly limit?

Answer 1:

Refer to the Sourcewell contract template, Section 4 – Product and Pricing Change Requests.

Question 2:

When are sales and the administrative fee paid to Sourcewell? During the quarter the order was received from the customer or after delivery to and payment from the customer?

Answer 2:

Refer to Sourcewell Contract Template Section 8 – Report on Contract Sales Activity and Administrative Fee Payment, for Sourcewell expectations for reporting and administrative fees.

Question 3:

We offer equipment that ranges in capacity and multiple chassis options. If we offer as a standard item on contract a certain gallon tank with a specific chassis and have the unit priced as such, when the customer calls for a quote and wants the same tank with a

different chassis can we quote the difference in pricing as “Off Contract or Open Market” for the difference in cost between the chassis?

Answer 3:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Are we allowed to quote “Off contract or Open Market” any optional equipment that is not included on the base model based on each customer’s specific needs? Or do we have to have on contract any and all possible options available?

Answer 4:

Refer to Answer 3 above.

Question 5:

How are we to handle transportation costs for our units when a customer requires delivery. Because shipping costs can very largely based on where the unit is to ship, are we allowed to price out delivery on a separate line and add the actual shipping costs to the bid?

Answer 5:

Refer to Answer 3 above.

Question 6:

How can the financial statements be excluded from public record?

Answer 6:

RFP Section VI. E. - Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 9/10/21, is required at the time of proposal submittal.



9/30/2021

Addendum No. 3

Solicitation Number: RFP 101221

Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping
Equipment with Related Accessories and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Clarify what must be 'provided throughout the term of any Contract'? Does this mean that whenever new MSRP pricing is published it must be provided to Sourcewell and the discount offered in the proposal must be maintained throughout the term of the contract?

Answer 1:

A Proposer with proposed pricing that is based on Percentage Discount from Catalog or Category (RFP Section III. A. 1. b.) is "responsible for providing and maintaining current published MSRP with Sourcewell." The MSRP must be included in the proposal. In the event of contract award, current published MSRP must be provided to Sourcewell throughout the term.

Question 2:

Will a Sourcewell Price and Product Change Request be required whenever new MSRP pricing is published?

Answer 2:

See Answer 1 above. Also, refer to Sourcewell template contract Section 3. – Pricing, for additional detail on pricing during the contract term. "All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal." During the term of an awarded contract, a change of the price stated in a

supplier's proposal is requested using the process described in template contract Section 4. – Product and Pricing Change Requests.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 9/30/2021 is required at the time of proposal submittal.

**Solicitation Number: RFP #101221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vactor Manufacturing, a division of Federal Signal, 1621 South Illinois St., Streator, IL 61364 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be 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. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be 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. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

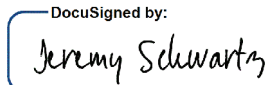
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.


22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcwell

Vactor Manufacturing,
a division of Federal Signal

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
12/20/2021 | 11:51 AM CST
Date: _____

DocuSigned by:

By: 67407721F3A64A7...
David Panizzi
Title: Business Development Manager
12/20/2021 | 11:57 AM PST
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
12/20/2021 | 2:05 PM CST
Date: _____

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Elgin Sweeper Co.

Does your company conduct business under any other name? If yes, please state: Elgin Sweeper Co. Division of Federal Signal and Vactor Manufacturing

Address: 1300 W Bartlett Rd

Elgin, IL 60120

Contact: David Panizzi

Email: dpanizzi@elginsweeper.com

Phone: 847-622-7153

HST#: 36-2351764

Submission Details

Created On: Thursday September 16, 2021 12:18:49

Submitted On: Monday October 11, 2021 14:51:07

Submitted By: David Panizzi

Email: dpanizzi@elginsweeper.com

Transaction #: 5f37a299-5bd6-4ac4-aedf-2f1ad40fd7bc

Submitter's IP Address: 4.28.67.162

Specifications

Item 10A.

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vactor Manufacturing (a Division of Federal Signal)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vactor Manufacturing; TruVac	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Vactor Manufacturing; TruVac	*
4	Proposer Physical Address:	1621 South Illinois St. Streator, IL 61364	*
5	Proposer website address (or addresses):	www.Vactor.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Panizzi Business Development Manager 1300 West Bartlett Rd dpanizzi@vactor.com 847-622-7153	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Panizzi Business Development Manager 1300 West Bartlett Rd dpanizzi@vactor.com 847-622-7153	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts	

Table 2: Company Information and Financial Strength

Item 10A.

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Aligned with Federal Signal, Vector Manufacturing works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with over 55 years of product design and manufacturing experience. Vector Manufacturing is a recognized leader in high quality sewer cleaning and hydro-excavation solutions.
10	What are your company's expectations in the event of an award?	We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in sewer cleaner and hydro excavator designs and product offerings.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Vector is the clear leader of our industry in North America. Our growth over the past 15 years has necessitated two, multi-million dollar factory expansions. The most recent concluding in 2020. Vector is a subsidiary of Federal Signal - a publicly traded company with more than \$1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability. https://www.federalsignal.com/annual-quarterly-reports
12	What is your US market share for the solutions that you are proposing?	Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sewer cleaning and hydro excavation model/technologies, we believe our aggregate market share to be approximately 40%.
13	What is your Canadian market share for the solutions that you are proposing?	Again, we do not have empirical data supporting market share in Canada but our research shows that we have approximately 32% market share across all types of sewer cleaning and hydro excavation technologies.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Vector Manufacturing and Federal Signal Corp. have never been the subject of a bankruptcy action.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-users. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us. While not required, Vector is ISO 9001 and 14001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Vector Manufacturing received the Chicago Innovation Award for the Paradigm Hydro Excavation unit in 2016.
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 62%
20	What percentage of your sales are to the education sector in the past three years	Less than 1%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Annual sales volumes are unknown.

Table 4: References/Testimonials

Item 10A.

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hampton Roads & Sanitation District (HRSD) member #46762	John "JJ" Jones	(757) 460-7069	*
City of Norfolk, VA member #50228	Steve Patterson	(757) 441-5700	*
City of Wheaton, IL	Sam Webb Fleet Supervisor	630-260-2119	*
Orange County Utilities, member ID 141910	Nathaniel Haney	(407) 883-9574	
City of Chesapeake, member ID 52040	Mike Colgan	(757) 382-3321	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*

Table 6: Ability to Sell and Deliver Service**Item 10A.**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Vector/TruVac has ten Regional Sales Managers (RSMs) tasked with supporting our dealer's sales efforts. The RSMs set sales targets and are involved in the end-user sales process as needed. The RSMs report to a Director of Municipal/Governmental Sales who reports to a Group level Vice President	*
26	Dealer network or other distribution methods.	Our dealer network consists of 34 dealer entities with over 70 location throughout North America. All dealers are assigned an area of responsibility that cover all of the US, Canada and the US Territories. Total dealer sales reps/territory managers for North American total over 230.	*
27	Service force.	Internally, Vector/TruVac has an Inside Service organization with eight technical reps that support our dealer's daily need for technical support. We also have four Regional Service and Support Managers (RSSMs) that live and work with specific dealers within their assigned regions to provide warranty support, training, consultation and end-user interaction. All of our internal reps support approximately 225 dealer technicians tasked with providing end-user service.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will order through their local dealer who will, in-turn, place an order with us. Our dealer will be responsible for assisting the member with equipment configuration recommendations and providing a detailed proposal/quotation to the member. Once the sewer cleaner/hydro excavation unit is manufactured and delivered to our dealer, they will be responsible for preparing, delivering, training and supporting the end-user's needs with the equipment. History is showing that Vector dealers are knowledgeable, experienced and anxious to use our Sourcewell contract.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service starts from the delivery process with equipment installation/operation training. Shortly after delivery, we request a customer satisfaction survey be filled out so we can understand the level of satisfaction from product quality, to dealer support and overall product satisfaction. Any negative responses are recorded and assigned to a field rep for appropriate follow-up. All Vector Dealers have trained and certified technicians with the vast majority of dealers providing road (go to customer location) service complete with well-equipped service trucks. This allows for quicker support of possible inoperative vehicles. Also, at Vector we have a 24-hour toll free helpline that is staffed by factory personnel. The objective is to provide an immediate contact and response for both our dealers and end-user customers. Lastly, we support our products with a comprehensive warranty that is provided through our trained dealer network. Our philosophy is that quality products with high-levels of service support will ensure the best value for our customers - this, in turn, will create their desire to continue their business relationship with Vector and our dealers.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our dealer network allows us to sell and service our products throughout all of North America. Our dealers are assigned geographic areas (or territories) of responsibility that include all states and provinces. The assigned territories are listed in the dealer contract.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We support, service and actively pursue business opportunities with all Canadian entities that use sewer cleaner and/or hydro excavators.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas of the US and Canada	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will service any and all Sourcewell participating entities.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and the US Territories are serviced the same as other states. We have dealers that are contractually assigned these geographic regions.	*

Table 7: Marketing Plan

Item 10A.

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We advertise our Sourcewell contract at trade shows, on our public website, on our marketing collateral and at our internal dealer events. We invite our Sourcewell Contract Administrator to attend and participate at our trade shows and internal dealer sales training events. We have facilitated contract training with both our Regional Sales Managers and dealerships. We encourage our dealers to attend and network at Sourcewell sponsored events like GTKU and Sourcewell University.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vactor utilizes a number of social media platforms to inform and communicate with the public and our followers. Our Marketing Communications Group does an excellent job of utilizing these technologies to promote our products and keep our users informed of what's happening. We use Facebook, LinkedIn, YouTube and Twitter to keep users and followers up-to-date with the latest product releases including videos; application specific information, new option availability (to enhance the functionality), and the latest press releases. Our website allows users to connect to information including our Sourcewell relationship and contract information.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to promote our contracts to their membership as a way to simplify the procurement process and that membership understands that contract holders are part of an elite group of product/solution providers that have proven to be reputable and responsive to member's needs. We expect that Sourcewell works to continue to expand membership so that additional entities would be able to experience the benefits for all parties. Our Sourcewell contract is currently well integrated within our sales process. Our RSMs, as well as our dealers, have been trained in using our contract as a preferred method of selling/procuring our products. Our dealers currently have the ability to create Sourcewell compliant proposals/quotes within our on-line configurator and ordering tool. By making a simple selection (check box) within our CPQ tool a dealer sales rep can create a proposal that is compliant with our Sourcewell contract. The tool applies the appropriate pricing, contract information, inserts the approved Sourcewell logo and tracks orders for reporting purposes.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration and ordering tool that our dealers use to configure customers specific units and place orders with us. Our dealers use this on-line tool to prepare Sourcewell compliant proposal/quotes for members and then to place that Sourcewell order upon award.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sewer cleaner/hydro vac as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired. We also offer product model specific maintenance training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.
40	Describe any technological advances that your proposed products or services offer.	Available on our Vactor 2100i combination units we offer a patented Rapid Deployment Boom (RDB). This feature provides for significantly improved productivity in reduced set-up times and also reduces need for operator set-up/breakdown frequency for improved safety and reduced fatigue. Our standard advanced Intui-Touch control system is ergonomically designed that allows for safe and easy interactive control interface. We have also introduced a water-recycler option that again greatly improves productivity while reducing water consumption in the line cleaning process. On our TruVac products we have optional Dig-Right technology (also patented) that allows the operator to set pressure limits to ensure safe digging practices.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Vactor is ISO 14001 certified (environmental management) which speaks to our environmental management commitment at our factory. Also, the water recycler option mentioned in line item 40 provides for significantly reduced water usage. Lastly, all of our units are now single-engine operation which eliminates the need for an auxiliary engine to drive air-flow for cleaning. This significantly reduces emission and need for secondary engine maintenance.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ISO 14001 would be the only third-party issued certification related to environmental management. However, as mentioned above, we are certainly focused on energy efficiency/conservation. I would go as far as saying that we are a leader in developing and providing environmentally beneficial solutions including using alternative fuels such as CNG.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Vactor does not qualify under any of these business headings, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We offer a variety of combination, jetter only or vacuum only sewer cleaner solutions that can be tailored to specific member requirements. We have a large selection of optional content that allows for customization for specific applications as well as the ability to provide specialized (engineered) solutions that may require unique attention/design. Our excavation products also are available in various sizes with the ability to excavate with water or air. Our products are also supported by a seasoned dealer network that is trained with the capability of supporting users throughout North America.

Table 9A: Warranty

Item 10A.

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limitation. Standard warranty is for 1 year bumper-to -bumper exclusive of wear items such as nozzles.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Vactor and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Vactor and our dealers. We have been know to assist our end-user by leveraging our contacts with engine and chassis manufacturers and dealers.	*
50	What are your proposed exchange and return programs and policies?	It is extremely rare that we would need to exchange or have a product returned. If one of our sewer cleaners was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their product - that's what we work toward.	*
51	Describe any service contract options for the items included in your proposal.	We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific targeted specials. These are dealer specific.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	To ensure that our products are supported in a timely manner we offer a bumper-to-bumper, 1-year standard warranty (exclusive of wear parts). We have a nation wide/North American service network with all dealer connected via our service network software (providing specific unit service history and service/recall information). We also have a 24-hour hotline to assist both dealers and end-user with diagnosis and troubleshooting information.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Several months after delivery of each new unit we send out a Customer Satisfaction Survey asking for feedback in the areas of product quality, performance, level of satisfaction with their dealer experience and overall product. Any negative mark or comment is recorded and assigned for follow-up. The scores are tallied in the form of a Customer Satisfaction Index (CSI) score. Several quality and service performance measures are tied to the CSI. This helps us understand the voice of the customer and ensures that we are monitoring quality, performance and overall customer satisfaction at the manufacturer level.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Payment terms are established between the Vactor dealer and the Sourcewell member. Generally, this is net 15 or net 30-days. However, our dealers do much of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason. The standard payment terms between our dealer and us is net 30-days.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Again, leasing and financing options are determined between the Vactor dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders fit nicely within our existing process. I am including example document in the upload section.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The payment process for members is a transaction between Sourcewell member and Vactor dealer. I do not believe P-card transactions are used. We (Vactor) do not accept P-card payments from our dealers. We have no hidden or undisclosed costs.	*

Table 11: Pricing and Delivery

Item 10A.

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering our full-line of sewer cleaners and hydro-excavators. Our pricing model is a 3% discount from list price on all Vactor/TruVac manufactured products (and options) exclusive of chassis and freight (from factory to dealer location) costs. We are also offering the rental of our sewer cleaners and hydro-vacs. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcewell member's price. We will also offer used sewer cleaners and hydro-vacs, primarily from our rental fleet. These are generally late model year and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and the Vactor dealer. This allows members a method of obtaining quality equipment at a much lower initial acquisition cost.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For new equipment a 3% discount from list price applies. This discount applies to all Vactor/TruVac manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted to determine appropriate and consistent rental rates. Used equipment pricing will be negotiated and agreed to between member and Vactor dealer.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts may be considered on a case-by-case basis.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Vactor. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our products are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Vactor/TruVac equipment-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sewer cleaners/hydro vacs. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary significantly, we do not provide chassis pricing. Our dealers will provide chassis quote through at the time a Sourcewell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide. Supply of chassis is currently constrained.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery, however, is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the product, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.	*

Table 12: Pricing Offered

Item 10A.

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered for our complete line of sewer cleaners and hydro vacs for this Sourcewell proposal is better than what we typically offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Vactor) and is not a line item past on to the member.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering for purchase or rental our full line of combination sewer cleaners, jetters, catch basin (sewer vacuums) and our hydro and air excavation products. This includes multiple sizes/capacities for combination sewer cleaners, truck mounted jetters and catch-basin (vacuum) units. Also, trailer mounted jetters and various sized hydro and air excavation units under our TruVac brand name. Also included is our Liquid Vacuum Tanker (LVT) that is a simple water/sludge pump designed for vacuuming refuse/dirty water, containing and transporting that material.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Combination Sewer Cleaners (various capacities) mounted on appropriately sized class 8 truck chassis; Catch Basin (vac only) units; Truck-Mounted Jetter and trailer-mounted Jetters; Various sized Hydro and Air Excavation units mounted on appropriately sized truck chassis; and Liquid Vacuum Tanker (LVT) trucks.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Item 10A.

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full-line of various sized/capacity combination sewer cleaners (2100i-series) also available with alternative fuel. Also straight catch-basin (sewer vacs) units.	*
73	Hydro or air excavation equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full-line of various sized, truck-mounted Hydro and Air excavation units.	*
74	Jetters and rodders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Various sized jetters including both truck and trailer-mounted units.	*
75	Dewatering, mud, trash, and centrifugal pumps	<input checked="" type="radio"/> Yes <input type="radio"/> No	Straight trash pumps are not part of our offering.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our LVT units (TruVac Jackal) can be used in treatment facilities to assist with cleaning.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	Service parts and supplies are not included in our proposal.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	All our products include single button Emergency Stops (E-Stops) at all human-machine interfaces to allow for rapid shutdown of operation. Our Rapid Deployment Boom (RDB) eliminates the need for repeated operator actions for set-up and breakdown throughout the workday. Our Dig-Right technology will automatically control pressure settings to avoid damaging underground utilities that would cause unsafe working conditions. We also have auto Water Shut Off (WSO) on the digging lance on our hydro ex units to provide an extra layer of safety for operators.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Our RDB 10x15 boom, as previously described, significantly improves productivity. Our water recycler option significantly reduces the need to fill-up with fresh water thus providing for greater productive time. The Dig-Right option on our Vacuum Excavators allows greater productivity by automatically adjusting pressures to digging conditions.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Vactor TruVac Pricing files.zip - Monday October 11, 2021 09:49:16
- [Financial Strength and Stability](#) - fss_2020_10k.pdf - Thursday October 07, 2021 11:17:49
- [Marketing Plan/Samples](#) - 2021 Vactor Facebook - Sourcewell.pdf - Thursday October 07, 2021 11:19:56
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Vactor and TruVac Warranty.zip - Thursday October 07, 2021 11:23:13
- [Standard Transaction Document Samples](#) - Vactor Transaction example.zip - Thursday October 07, 2021 11:23:02
- [Upload Additional Document](#) - Fed Sig Elgin Vactor-Sourcewell-COI 2022.pdf - Thursday October 07, 2021 11:18:26

Item 10A.

Addenda, Terms and Conditions*Item 10A.***PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Panizzi, Business Development Manager, Vactor Manufacturing

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

Item 10A.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	<input checked="" type="checkbox"/>	1

Vactor 101221-VTR

Pricing for contract #101221-VTR offers Sourcewell participating agencies the following discounts:

- 3% discount off list price
- In addition to the discount off MSRP, volume discounts may be considered on a case-by-case basis.



Memorandum

Meeting Details: July 23, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Area 3 Construction Engineering Inspection (CEI) Approval

Background

The construction contract with Harbor Contracting LLC was approved by the Board of Commissioners on May 14, 2025. Construction activities for the Area 3 project officially commenced on June 9, 2025.

The project includes substantial upgrades to roadway infrastructure and stormwater drainage systems, requiring daily oversight, permitting coordination, and consistent inspection to ensure successful completion.

To request approval for the award of Construction Engineering and Inspection (CEI) services for the Area 3 Roadway and Drainage Improvement Project in the amount of \$185,000.00. These services are critical to ensuring the successful delivery, regulatory compliance, and quality of the project.

The selected CEI consultant will provide the following:

- Coordination between Harbor Contracting LLC, Pinellas County Utilities (JPA), SWFWMD, FDOT, and the City of Madeira Beach
- Attendance at the pre-construction conference and regular progress meetings
- Review of shop drawings and timely responses to RFIs
- Assurance that all work is performed in the City's best interest and to industry standards
- Coordination with utilities affected by the project
- Daily onsite construction inspections
- Review of testing results related to stormwater and roadway construction

- Daily construction documentation and inspection reports
- Review and processing of monthly contractor pay applications, with recommendations for payment
- Final certifications and coordination of project closeout with regulatory agencies
- Conducting a Final Walkthrough and development of a Punch List for project closeout

The CEI consultant serves as an independent, professional representative of the City to:

- Monitor construction for conformance with plans, specifications, and permits
- Maintain accountability and transparency in contractor performance
- Ensure all project work is completed safely, efficiently, and to regulatory standards
- Provide accurate documentation required by agencies like SWFWMD and FDOT
- Avoid costly errors, construction delays, or regulatory non-compliance

Fiscal Impact

The fiscal impact of the CEI services is \$185,000 and will be funded through the City's Stormwater Fund.

Recommendation(s)

Staff recommends approval of CEI services in the amount of \$185,000.00 to provide construction oversight and regulatory coordination for the Area 3 Roadway and Drainage Improvement Project.

This investment ensures the City's long-term infrastructure goals are met with quality assurance and compliance support from start to finish.

Attachments

- Terra Mare Proposal



June 17, 2025

Megan Wepfer
Public Works Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Proposal for Professional Engineering Services
Construction Administration Services
Area 3 – Roadway & Stormwater Improvements Project

Dear Ms. Wepfer:

Thank you for the opportunity to present our proposal to provide Construction Administrative Services for the City of Madeira Beach Area 3 Roadway and Stormwater Improvements Project. This proposal is for the comprehensive construction oversight including field inspection and administration services for the duration of the construction of the project.

Our Services Will Include:

- Provide coordination between the onsite contractor, Pinellas County Utilities (JPA), the Southwest Florida Water Management District, FDOT and the City.
- Attend a pre-construction conference with the selected construction company
- Review shop drawings as needed and respond to contractor requests for additional information.
- Ensure the construction activities and work product are in the best interest of the City.
- Coordinate with utility companies that have facilities onsite.
- Provide onsite construction inspection and project related services for the duration of the project.
- Review contractor submitted testing results for the roadway and stormwater construction.
- Document daily construction activities.
- Review and process monthly pay applications and provide recommendations to the City for payment.
- Provide final certifications and project close to the permitting agencies.



- Perform a construction Final Walk Through and Punch List to provide to the contractor.

Our fee for the above services will be One Hundred Eighty-Five Thousand Dollars, \$185,000.00. If this proposal is acceptable, please provide a purchase order as authorization to proceed. Should you have any questions do not hesitate to call me at (727) 822-4151.

Sincerely,

Terra Mare Consulting

Albert Carrier, P.E., PSM
Principal



Memorandum

Meeting Details: July 23, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Interlocal Agreement with Thompson Consulting Services for Debris Monitoring

Background

Pinellas County has procured disaster debris collection and removal services and disaster debris monitoring and management services by competitive proposal in compliance with 2 C.F.R. 200.318 through 200.326, and FEMA guidance, and award multiple contracts for debris collection and removal as well as debris monitoring and management to contractors. Under the terms of this contract, Contractors will provide debris removal services within geographic Pinellas County, including municipalities, therein should the municipalities enter into this agreement and subsequent agreements with the contractor in accordance with municipality anticipated needs.

The intent is for the municipality to receive the benefits of the contractors without exposing the county to any costs or expenses for the services rendered by the contractors for debris monitoring and management services. This agreement is to foster a greater economy and efficiency and in accordance with efforts to promote cost effective use of shared services. The term of the agreement is for 5 years starting 2023 and ending 2028.

Staff is requesting the Board of Commissioners approve the Interlocal agreement with Thompson Consulting Services to have an ongoing contract in the event of a disaster and another monitoring firm is needed. This will help to ensure that the city is receiving the best possible service outcome and has ample resources available.

Fiscal Impact

No immediate fiscal impact unless there is a storm event and cleanup is needed. Fee schedule is attached for each contractor

Recommendation(s)

Staff recommends approval of the Interlocal Agreement with Thompson Consulting Services pursuant to 22-0601-P with Pinellas County.

Attachments

- Expected ILA with Pinellas County
- Exhibit A.2 with Thompson Consulting Services

**INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS
FOR
THE COOPERATIVE PROCUREMENTS OF DISASTER DEBRIS COLLECTION &
REMOVAL SERVICES AND DISASTER DEBRIS MONITORING & MANAGEMENT
SERVICES
WITHIN GEOGRAPHIC PINELLAS COUNTY**

THIS AGREEMENT, entered into on the date of execution by the local government, and PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to herein as ("Parties").

Recitals

WHEREAS, the Parties are authorized to and do make and enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the Parties separately control and maintain various rights-of-way throughout the geographic boundaries of Pinellas County; and

WHEREAS, due to functional classification and/or annexation, the COUNTY has control and maintenance responsibility over certain roads within the MUNICIPALITY's jurisdictional boundaries; and

WHEREAS, the COUNTY intends to procure or has procured disaster debris collection and removal services and disaster debris monitoring and management services by competitive proposal in compliance with 2 C.F.R. §200.318 through 200.326, and FEMA guidance, and award multiple contracts for debris collection and removal as well as debris monitoring and management to Contractors; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, the MUNICIPALITY may be unable to timely effectuate debris collection, monitoring and management using MUNICIPALITY staff and resources; and

WHEREAS, under the terms of the contracts, Contractors will provide debris removal services within geographic Pinellas County, including MUNICIPALITIES therein should the MUNICIPALITIES enter into this Agreement and subsequent agreements with the Contractors in accordance with a MUNICIPALITY's anticipated needs; and

WHEREAS, the intent is for the MUNICIPALITY to receive the benefits of the Contractors without exposing the COUNTY to any costs or expenses for the services rendered by the Contractors for debris monitoring and management services on behalf of the MUNICIPALITY; and

WHEREAS, to foster greater economy and efficiency and in accordance with efforts to promote cost-effective use of shared services, the Parties are entering into this intergovernmental agreement for the procurement of shared services in compliance with 2 C.F.R. §200.318(e) and related FEMA guidance.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged by all Parties, it is hereby agreed by and between the Parties as follows:

SECTION 1 OBLIGATIONS OF THE COUNTY

1.1 The COUNTY will undertake or has undertaken a competitive procurement process for the disaster debris collection and removal services, for which municipal representatives participated or had the opportunity to participate.

1.2 The scope of the work procured by the COUNTY is/will be as set forth in Section E of COUNTY RFP Proposal Number **22-0617-P(AJM)** to provide comprehensive disaster debris collection and removal services as and when required.

1.3 The tasks encompassed by the competitively procured contract includes or will include Emergency Debris Clearance (First Push); Temporary Debris Storage and Reduction Sites/Management; Debris Removal; Hazardous Tree and Limb Removal; and Hazardous Stump Removal.

1.4 The COUNTY will undertake, or has undertaken a competitive procurement process for the disaster debris monitoring and management services, for which municipal

representatives participated or had the opportunity to participate. The scope of work will be or was as set forth in Section E of COUNTY RFP Proposal Number **22-0601-P(JJ)**.

1.5 The COUNTY will or did notify potential proposers in the competitive processes that the procurements are joint or cooperative procurements.

1.6 Within thirty (30) days of execution of any contract(s) pursuant to the aforementioned RFPs, if any, or the execution of this Agreement if contract(s) are executed prior to this Agreement, the COUNTY will notify the MUNICIPALITIES in writing and provide the MUNICIPALITIES with a copy of the COUNTY's contract(s).

1.7 Should the MUNICIPALITY enter into a Participation Agreement in substantially the same form as Exhibit A.1 and/or A.2 with the COUNTY's successful contractor(s), the COUNTY, within five (5) business days of a request by the MUNICIPALITY, will provide any necessary documentation to support the competitive nature of the procurement as required to assist the MUNICIPALITY in any claim for Public Assistance from the Federal Emergency Management Agency (FEMA). Notwithstanding the foregoing, if a request is made by a MUNICIPALITY with five (5) days of a declaration of State of Emergency affecting the COUNTY, or at any time during a State of Emergency affecting the COUNTY, the COUNTY has up to sixty (60) days to provide any necessary documentation to support the competitive nature of the procurement as required to assist the MUNICIPALITY in any claim for Public Assistance from the Federal Emergency Management Agency (FEMA).

1.8 The COUNTY will be responsible for seeking Public Assistance from FEMA for disaster debris collection, removal, and monitoring as appropriate **only** for costs incurred by the COUNTY.

SECTION 2 OBLIGATIONS OF THE MUNICIPALITY

2.1 The MUNICIPALITY hereby endorses the COUNTY's competitive procurement process for disaster debris collection and disaster debris monitoring and management with the encompassing scope and tasks set forth in Section 1 of this Agreement.

2.2 The MUNICIPALITY had the option and ability to review the COUNTY's procurement process utilized in the procurements of the disaster debris collection contract(s) and the disaster debris monitoring and management contract(s) and is satisfied that the COUNTY's process complies with 2 C.F.R. §200.318 through 200.326 and FEMA guidance.

2.3 If the MUNICIPALITY decides to enter into an agreement with the Contractor(s) pursuant to the COUNTY's competitive procurement process, it will do so utilizing the Participating Agreement(s) substantially similar to those attached hereto as Exhibits A.1 and A.2. Within five (5) business days of entering into such a contract, the MUNICIPALITY must provide written notice of same to the COUNTY.

2.4 The MUNICIPALITY will be responsible for administering all aspects of its agreement(s) entered into pursuant to this Agreement.

2.5 The MUNICIPALITY recognizes and understands that the COUNTY's prioritization of debris collection, particularly as it relates to First Push, takes precedence over the MUNICIPALITY's prioritization.

2.6 The MUNICIPALITY will be responsible for payment of disaster debris collection services and disaster debris monitoring and management services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's contract with the Contractor(s).

2.7 The MUNICIPALITY will be responsible for seeking Public Assistance from FEMA as appropriate.

SECTION 3 ADDITIONAL SERVICES

The Parties agree not to enter into additional services with the contractors awarded the jointly or cooperatively procured disaster debris collection contracts and/or the disaster debris monitoring and management contract(s) by the COUNTY, except as expressly authorized by the COUNTY's disaster debris clearance contract(s) and/or the disaster debris monitoring and management contract(s) or this Agreement.

SECTION 4 OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY: Pinellas County Public Works
Kelli Hammer-Levy, Director
22211 U.S. Highway 19 North
Clearwater, FL 33765
klevy@pinellascounty.org

MUNICIPALITY: See Contact Information on Signature page

SECTION 5 HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the cooperative procurement of disaster debris collection, removal, and/or monitoring services and the expenses incurred as a result be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement.

SECTION 6 FILING WITH THE CLERK

Prior to its effectiveness, this Agreement and any subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County.

SECTION 7 EXECUTION, EFFECTIVE DATE, TERM AND TERMINATION

7.1 This Agreement may be signed in counterparts and will become effective as to each MUNICIPALITY after execution and upon filing with the Clerk of the Circuit Court of Pinellas County in accordance with Section 6 and shall remain in effect until canceled or until the termination of the agreements entered into by the COUNTY pursuant to the competitive procurements referenced herein, whichever is sooner.

7.2 This Agreement may be canceled with cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

SECTION 8 TERMINATION OF DISASTER DEBRIS COLLECTION AGREEMENT

Nothing herein shall prevent any party thereto, including Pinellas County from terminating any disaster debris collection contracts or disaster debris monitoring and management contracts entered into pursuant to COUNTY RFP Proposal Number **22-0617-P (Disaster Debris Collection and Removal RFP)** and/or COUNTY RFP Proposal Number **22-0601-P (Disaster Debris Monitoring and Management RFP)**, or any Party to a Participation Agreement from terminating that agreement in accordance with the termination provisions of those contracts.

SECTION 9 ENTIRE AGREEMENT

This document embodies the whole agreement between the Parties. There are no promises, terms, conditions or allegations other than those contained herein, and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the Parties hereto.

SECTION 10 APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida. The Parties agree that venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date as set forth in Section 7.1 above.

PINELLAS COUNTY, by and
through its County Administrator



By: _____
Barry A. Burton
County Administrator

Legal review:

APPROVED AS TO FORM

By: Christy Donovan Pemberton
Office of the County Attorney

CITY OF MADEIRA BEACH

By: [Signature]
Print Name: James Postek
Title: Mayor

ATTEST: [Signature]

Legal review: [Signature]

(MUNICIPAL SEAL)



Contact Information for Notification

Name: Megan Wepler
Title: Public Works Director
Address: 300 Municipal Dr.
madeira Beach, FL 33708
Phone: 727-543-8154
E-mail: mwepler@madeirabeachfl.gov

EXHIBIT "A.1"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION & REMOVAL SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 22-0617-P(AJM)

This contract entered into this _____ day of _____, 202_, by and between the City/Town of _____, a political subdivision of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and XYZ COMPANY, an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 22-0617-P(AJM) for Disaster Debris Collection & Removal Services ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR

CITY/TOWN

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

EXHIBIT "A.2"

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING & MANAGEMENT SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 22-0601-P(JJ)

This contract entered into this _____ day of _____, 202_, by and between the City/Town of _____, a political subdivision of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and XYZ COMPANY, an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 22-0601-P(JJ) for Disaster Debris Monitoring & Management ("RFP") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR

CITY/TOWN

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS MONITORING & MANAGEMENT SERVICES AS PART OF
PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 22-0601-P(JJ)

This contract entered into this _____ day of _____, 2025, by and between the City of Madeira Beach, a political subdivision of the State of Florida, whose address is 300 Municipal Drive, Madeira Beach, FL 33708, hereinafter called "MUNICIPALITY", and Thompson Consulting Services, LLC, whose address is 2601 Maitland Center Parkway, Maitland, FL 32751, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No. 22-0601-P(JJ) for Disaster Debris Monitoring & Management ("RFP") the MUNICIPALITY desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the MUNICIPALITY as described in the RFP and the contract entered into by Pinellas County pursuant thereto "County Contract".

NOW THEREFORE, the MUNICIPALITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "MUNICIPALITY."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the MUNICIPALITY or its duly authorized representative.
3. The MUNICIPALITY agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract, including any exercised term extension of the County Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Contract.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written above.

CONTRACTOR
THOMPSON CONSULTING SERVICES, LLC

MUNICIPALITY
CITY OF MADEIRA BEACH

By: _____
Print Name: Jon Hoyle
Title: President
Date: _____

By: _____
Print Name: _____
Title _____
Date: _____

ATTEST: _____

(CITY / TOWN SEAL)



Memorandum

Meeting Details: July 23, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Military Court of Honor Update July 23, 2025

Background

The Military Court of Honor groundbreaking ceremony took place on Friday, June 20, 2025.

Following the ceremony, Southwest Florida Water Management District (SWFWMD) identified the need for a revision to the existing property permit. City staff, in coordination with the project engineer, is actively addressing this requirement and preparing the necessary documentation for submittal. No groundwork can proceed until formal approval is received from SWFWMD.

In preparation for construction, concrete samples were poured on July 9th in accordance with the bid specifications, which require a 28-day curing period before approval. Based on initial results from the shell aggregate sample, staff determined a change in finish was needed. A smaller white pea gravel or comparable material has been selected. Vera Contractors is currently working with the concrete supplier to pour a 2'x2' sample panel for final review and approval.

Fiscal Impact

UPDATE

Recommendation(s)

UPDATE

Attachments



Memorandum

Meeting Details: July 23, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Johns Pass Jetty Update July 23, 2025

Background

Staff met with U.S. Army Corp staff on December 12, 2024, to discuss permitting needs to replace the sidewalk on the Johns Pass North Jetty. During the meeting Army Corp staff verbally deemed the replacement as exempt as the project is above the mean high tide line (MHTL) and will not change the original state of the jetty (rocks). At the direction of U.S. Army Corp., staff completed a permit application for exemption on December 16, 2024, and submitted via email. Confirmation from U.S. Army Corp stating the project has been assigned to staff on December 31, 2024, and to wait 20 days before reaching out. On January 10, 2025, U.S. Army Corps Tampa Permit section relayed that the project area was more than 100 feet away from the federal channel, so a 408-section permit was not needed. On January 14, 2025, Pinellas County Staff reached out to Ashleigh Fountain, Project Manager for U.S. Army Corps of Engineer Jacksonville District asking about a Section 408 permit being needed for this project and received word back on January 30, 2025, that the project will need a 408 permit.

A meeting was held on January 9, 2025, with Pinellas County Staff to discuss the replacement of the sidewalk that sits atop the jetty. County staff have asked to see the design plans to make the determination if a permit will be required. Pinellas County staff mentioned that if the sidewalk sits in the same footprint, they do not believe that a permit will be needed but will require the city to sign a sidewalk agreement. This sidewalk agreement will determine that the city will be solely responsible for all maintenance and liability of the sidewalk. As of 2-13-25 staff has not received any sidewalk agreement from Pinellas County.

January 10, 2025, FDEP confirmed that a permit will be required for the reconstruction of the sidewalk. the design is completed staff will send over to FDEP to indicate whether a field permit can be issued for the work or if a permit application will need to be submitted for review through the Coastal Construction Control Line permitting office.

As mentioned in the BOC regular meeting on January 8, 2025, staff has received a quote for a Mobi Mat of 120 ft X 6.5 wide for \$6,205.00. The mobi mat will act as a temporary mobility area for residents and visitors to be able to walk out to the beach area with more ease. This mat will sit just north of the rocks on top of the sand.

*July 8, 2025, FDEP and FWC approved the permit application for the installation of the temporary Mobi Mat that will be installed as soon as possible.

Staff are working with the Engineering Firm to complete the design plans that will be submitted to all stakeholders. FY26 budget has funds allocated for the rebuilding of the sidewalk should all design and permitting be completed within the fiscal year, if not the funds will be rolled into FY27.

Fiscal Impact

Recommendation(s)

Attachments

- FDEP Mobi Mat Permit

Quote Item 10E.

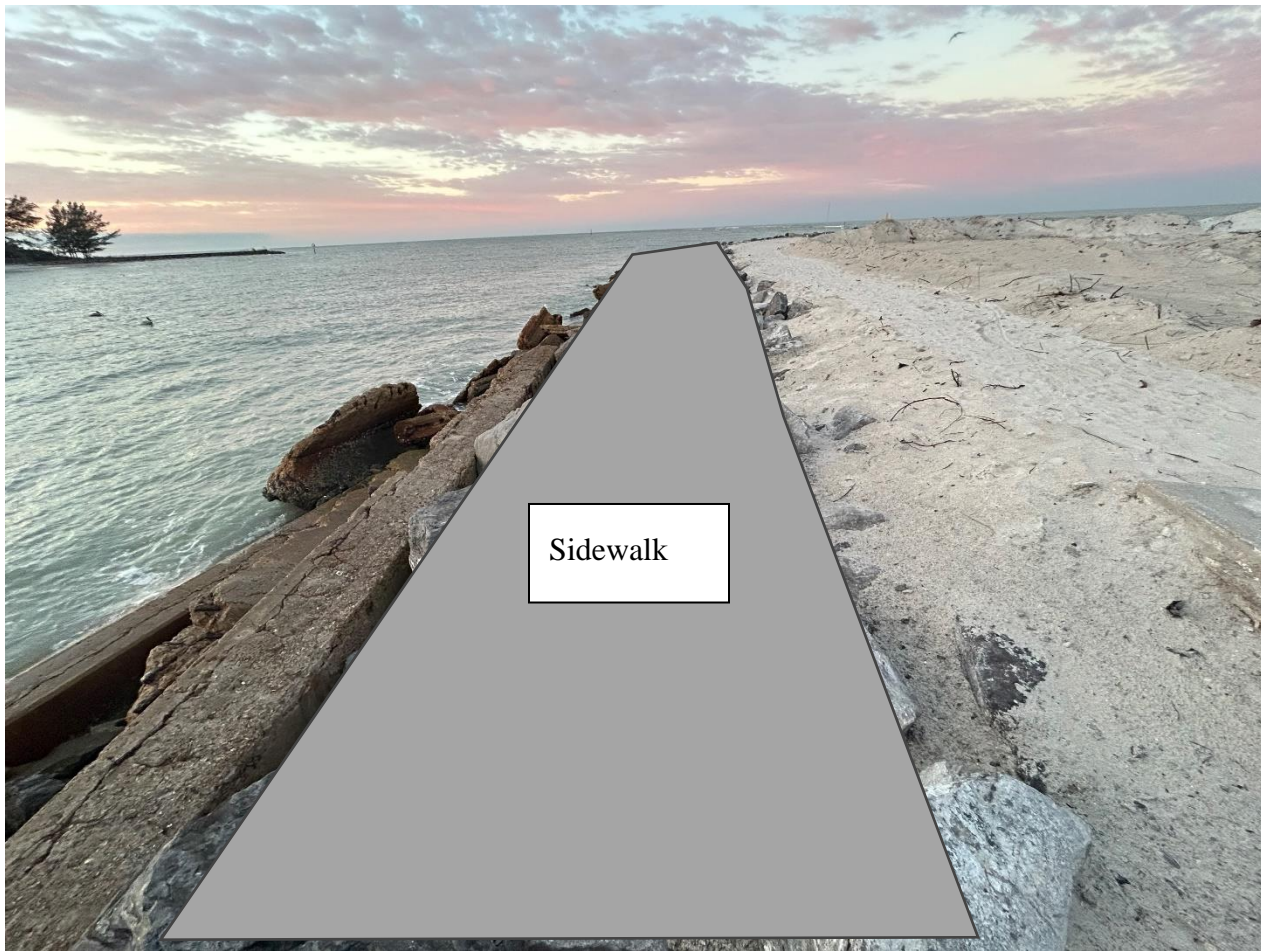
Date	Quote #
1/13/2025	E11368

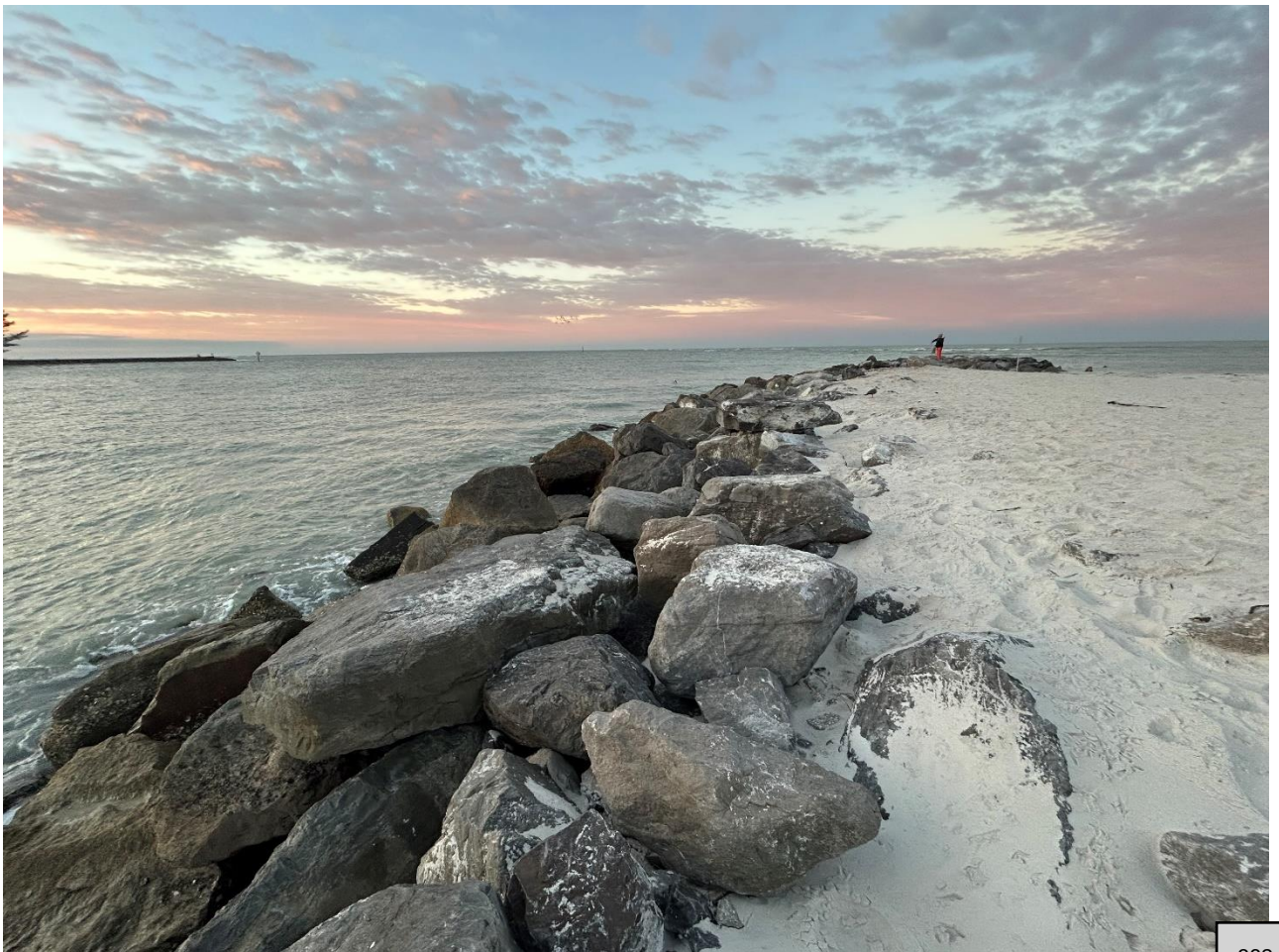
Customer	Ship To
Madeira Beach 300 Municipal Dr. Madiera Beach, FL 33708	Madeira Beach 503 150th Ave. Madeira Beach, FL 33708 Megan Wepfer (727) 543-8154

Terms	Rep	FOB	Quotation valid until
Net 30	JGSPR	New-Jersey	3/30/2024

[illegible]

Freight Quote is an estimate only and may be subject to change at time of shipment	Subtotal	\$6,205.00
If authorized by your terms of sales or approved by your representative your signature below will act as consent to proceed with this order as quoted and will become a binding agreement to purchase. Credit Card Payments will be assessed a 3.5% fee.	Sales Tax (0.0%)	\$0.00
	Total	\$6,205.00
Currency Shown in U.S. Dollar - Foreign customers please remit payment in USD to avoid re-invoicing of any exchange rate loss or fees.		









ACCESSREC

67 Sand Park Road - Suite A

Cedar Grove, NJ 07009 +19739550514 sales@AccessRec.com www.accessrec.com



Estimate

ADDRESS

Magan Wepfer
City of Madeira Beach
Municipal Dr,
Madeira Beach, FL 33708
C: 727-543-8154
United States

SHIP TO

Magan Wepfer
City of Madeira Beach
150th Ave
Madeira Beach, FL 33708
C: 727-543-8154
United States

ESTIMATE # 2546 DATE
01/27/2025 **EXPIRATION DATE**
02/27/2025

PAYMENT TERMS

Day Net

SALES REP.

SJ

SKU	ITEM	QTY	UNIT COST	AMOUNT
AM6-100-BL	ACCESSMAT® BLUE 6x100 KIT NON WOVEN recycled polyester roll out mat 6' x 100' - Blue color Incl. stake & strap & cap & plug & alu. connector Ltd. Warranty 5 Yrs. Avoid installing ACCESSMAT® on slopes greater than 5%.	1	4,569.00	4,569.00
AM6-CUST-BL	ACCESSMAT® BLUE 6xCUST KIT NON WOVEN recycled polyester roll out mat 6' x 20' Cust. Length - Blue color Incl. stake & strap & cap & plug & alu. connector Ltd. Warranty 5 Yrs. Avoid installing ACCESSMAT® on slopes greater than 5%. Forklift on site	1	1,284.00	1,284.00

*FOB Madeira Beach, FL 33708

* Preferred payment by check.

* 3.5% convenience fee with Credit Card or PayPal payment.

* Wire transfer fee should be covered with the transfer.

SUBTOTAL	5,853.00
DISCOUNT 22%	-1,287.66
SHIPPING	398.00
TOTAL	

\$4,963.34

NO REFUNDS, EXCHANGES, OR RETURNS. ALL SALES ARE FINAL.

Accepted By

Accepted Date

THANK YOU FOR SPREADING HAPPINESS!



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Office of Resilience and Coastal Protection
Coastal Construction Control Line Program
2600 Blair Stone Road, M.S. 3522
Tallahassee, FL 32399-2400
Phone: (850) 245-8570

Item 10E.

Permit No. -8036820 - PI
No. of Pages Attached: 7

FIELD PERMIT PURSUANT TO SECTION 161.053 OR 161.052, FLORIDA STATUTES

FINDINGS OF FACT AND CONCLUSION OF LAW: The request for a field permit was considered by the staff designee of the Department of Environmental Protection and found to be in compliance with the requirements of Chapter 62B-33, Florida Administrative Code (F.A.C.). Approval is specifically limited to the activity in the stated location and by the project description, approved plans (if any), attached standard conditions, and any special conditions stated below pursuant to Paragraph 161.053(5), Florida Statutes (F.S.). This permit may be suspended or revoked in accordance with Section 62-4.100, F.A.C.

PROJECT LOCATION:

John's Pass Public Park
12850 Gulf Ln, Madeira Beach, FL
@ DEP Mon: PI R-125, between approx. S0001/S0051
Located at a maximum of 186 feet seaward of the CCCL

PROJECT DESCRIPTION:

Installation of a mobi-mat along the beach access parallel to the inlet at path at John's Pass. Maximum dimensions are 6.5 feet wide by 120 feet long, extending no further than 10 feet onto the sandy beach. No concrete or lighting is permitted.

Each morning prior to installation of mobi mats, permittee is responsible to ensure that the daily marine turtle nesting surveys have been completed. The Permittee shall ensure that nesting surveys are only conducted by personnel with a valid FWC Marine Turtle Permit, that covers all project activities as required by Chapter 68E-1, F.A.C. The Marine Turtle Permit Holder for this area is Clearwater Marine Aquarium (Carly Oakley: coakley@cmaquarium.org). For information regarding any questions or issues related to the Marine Turtle Permit Holders in this area, contact the FWC at MTP@MyFWC.com.

Permittee is responsible to follow all FWC and DEP permit conditions. No other construction is permitted.

SPECIAL PERMIT CONDITIONS: The permit is valid only after all applicable federal, state, and local permits are obtained and does not authorize contravention of local setback requirements or zoning or building codes. This permit and public notice shall be posted on the site immediately upon issuance and shall remain posted along with local approval until the completion of any activity authorized by this permit. Other special conditions of this permit include:

Standard field permit conditions prevail (pg. 4).

It is the sole responsibility of owner/permittee to be familiar with all attached guidelines, conditions and requirements.

No additions and/or modifications are authorized to this permit w/o first obtaining Dept. authorization.

Additional local government permits and/or HOA authorizations may be necessary, if applicable and it is the sole responsibility of owner/permittee to secure.

Trespass is not authorized by any Dept. authorization.

STANDARD PERMIT CONDITIONS: The permittee shall comply with the attached standard field permit conditions.

APPLICANT INFORMATION: I hereby certify that I am either: (1a) the owner of the subject property or (1b) I have the owner's consent to secure this permit on the owner's behalf; and that (2) I shall obtain any applicable licenses or permits which may be required by federal, state, county, or municipal law prior to commencement of the authorized work; (3) I acknowledge that the authorized work is what I requested; and (4) I accept responsibility for compliance with all permit conditions.

Applicant's Signature Megan Wepfer Digitally signed by Megan Wepfer
Date: 2025.07.08 14:21:24 -0400 Date _____ Telephone No. () 7275438154

Applicant's Printed Name Megan Wepfer Address 300 Municipal Dr. Madeira Beach, FL 33708

If applicant is an agent:

_____/_____/_____
Printed name of property owner Property owner's address Property owner's telephone no.

DEPARTMENT FINAL ACTION AND FILING AND ACKNOWLEDGMENT: This field permit is approved on behalf of the Department of Environmental Protection by the undersigned staff designee, and filed on this date, pursuant to section 120.52, F.S., with the undersigned designated Deputy Clerk, receipt of which is hereby acknowledged.

Erin Luaces Derek Reed / Erin Luaces Derek Reed / 7/8/2025
Staff Designee/Deputy Clerk Printed Name of Designee/Deputy Clerk Date

EXPIRATION DATE: 4/30/2026

(Emergency permits issued pursuant to Section 62B-33.014, F.A.C., are valid for no more than ninety days and other field permits are valid for no more than 12 months. The staff designee may specify a shorter time limit.)

EMERGENCY PERMIT: ☐ YES ☒ NO

Approved plans are attached: ☐ YES ☒ NO



Memorandum

Meeting Details: June 25, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: 2026 John Deere Gator Discussion

Background

Staff is requesting approval for the purchase of a 2026 John Deere Gator XUV825M S4 as a scheduled replacement for the City's aging 2016 John Deere Gator 825i S4, which has surpassed its useful life and is no longer dependable for operational use.

The City's current 2016 John Deere Gator has been in service for nearly a decade and is now in deteriorated condition, including:

- Severe rusting to the frame and body due to prolonged exposure to coastal conditions
- Multiple mechanical and electrical failures, resulting in reduced performance
- Frequent and costly repairs, making continued maintenance inefficient

This utility vehicle no longer meets the operational needs of the Public Works Department and has clearly reached the end of its service life.

The replacement unit—a 2026 John Deere Gator XUV825M S4—will be outfitted with emergency lighting, which will be installed by the City mechanic upon delivery. Additionally, the vehicle will receive standard City of Madeira Beach decals (previously acquired and kept in stock by Public Works for fleet use). All upgrades will be completed while staying within the \$25,000 budgeted amount.

Fiscal Impact

The purchase will be funded through the FY 2025 Capital Improvement Program under the Archibald Park Fund, with a total allocation of \$25,000. The Gator purchase cost is \$23,355.00, leaving \$1,645 available for emergency lighting installation and related accessories.

Recommendation(s)

Staff respectfully recommend approval of the purchase of a 2026 John Deere Gator XUV825M S4 from Everglades Equipment Group through the Florida Sheriffs Association Cooperative Purchasing Program for the amount of \$23,355.00. This replacement is essential to maintaining an efficient and safe fleet for Public Works operations.

Attachments

- Everglades Proposal

Quote Summary

Prepared For

CITY OF MADEIRA BEACH
 300 MUNICIPAL DR
 SAINT PETERSBURG, FL 33708
 Business: 727-391-9951

Prepared By

Crowe Michael
 Everglades Equipment Group
 1800 Us Highway 441
 Leesburg, FL 34748
 Phone: 352-315-1016
 mcrowe@evergladesfarmequipment.com

IAW Contract FSA23-EQU21.0

Quote Id: 33136314
Created On: 08 July 2025
Last Modified On: 10 July 2025
Expiration Date: 07 August 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™ XUV825M S4 (Model Year 2026)	\$ 27,210.23	\$ 23,355.00	X 1 =	\$ 23,355.00
Equipment Total				\$ 23,355.00
Trade In Total				\$ 0.00

Quote Summary

Equipment Total	\$ 23,355.00
Trade In	
SubTotal	\$ 23,355.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 23,355.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 23,355.00

Selling Equipment

Quote Id: 33136314

Customer: CITY OF MADEIRA BEACH

JOHN DEERE GATOR™ XUV825M S4 (Model Year 2026)				
				Suggested List
				\$ 27,210.23
				Selling Price
				\$ 23,355.00
Hours:				
Stock Number:				
Code	Description	Qty	Unit	Extended
57EGM	GATOR™ XUV825M S4 (Model Year 2026)	1	\$ 21,299.00	\$ 21,299.00
Standard Options - Per Unit				
001F	US 49 State	1	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	\$ 0.00
1028	27" Maxxis Bighorn 2.0 extreme terrain radial tires on 14" Black Steel Wheels	1	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	\$ 0.00
2501	Olive and Black	1	\$ 131.00	\$ 131.00
4026	Half Doors - Olive & Black	1	\$ 1,693.00	\$ 1,693.00
4060	Black Roof	1	\$ 819.00	\$ 819.00
5010	Less Protection Package	1	\$ 0.00	\$ 0.00
5101	Base Comfort and Convenience Package	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 2,643.00
Dealer Attachments				
BUC10210	Occupant Protective Structure (OPS) Glass Windshield with Wiper	1	\$ 1,572.90	\$ 1,572.90
BUC11245	Turn Signal Light Harness Kit	1	\$ 184.04	\$ 184.04
BUC10608	Front turn signal light kit	1	\$ 111.29	\$ 111.29
Dealer Attachments Total				\$ 1,868.23
Other Charges				
	Freight	1	\$ 1,075.00	\$ 1,075.00
	Setup	1	\$ 325.00	\$ 325.00
Other Charges Total				\$ 1,400.00
Suggested Price				\$ 27,210.23
Customer Discounts				
Customer Discounts Total			\$ -3,855.23	\$ -3,855.23
Total Selling Price				\$ 23,355.00



JOHN DEERE

Selling Equipment



Item 10F.

Quote Id: 33136314

Customer: CITY OF MADEIRA BEACH



Florida Sheriffs Contract Quote

Invoice to:	City of Madeira Beach	Ship to:	
Address:	505 150th Ave	Address:	
City, State, Zip:	Madeira Beach, FL	City, State, Zip:	
Contact Name:	Megan Wepfer	Contact Name:	
Phone:	727-543-8154	Phone:	

Contact : Michael Crowe (407) 607-7158

****Discounts off MSRP prices on non-spec options per contract**

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Memorandum

Meeting Details: July 23, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Pinellas County Joint Participation Agreement Area 5

Background

The purpose of this memo is to request the review and approval of a Joint Participation Agreement (JPA) between the City of Madeira Beach and Pinellas County for the Area 5 Roadway and Drainage Improvement Project.

The Area 5 Roadway and Drainage Improvement Project will address longstanding infrastructure needs within the following streets:

- 129th Avenue East
- 131st Avenue East
- Pelican Lane
- East End Lane
- Boardwalk Place

The construction portion of the project is expected to be advertised for bid within the next month. Once a contractor is selected through the public bidding process, construction will proceed based on the selected schedule and funding approvals.

Fiscal Impact

- Total Engineer Estimated Project Cost: \$3,626,153.00
- Pinellas County Contribution (via JPA): Approximately \$1,555,378.00

Pinellas County's portion of the project cost relates to utility infrastructure that falls under their jurisdiction. The City's partnership with the County through the JPA ensures an efficient and

coordinated approach to construction and minimizes overall disruptions to residents and businesses in the project area.

Recommendation(s)

Staff recommends the approval of the Joint Participation Agreement (JPA) with Pinellas County for the Area 5 Roadway and Drainage Improvement Project, allowing the project to move forward toward bid advertisement and eventual construction.

Attachments

- **PC JPA**
- **Cost Estimate**
- **Exhibit A – Location Map**

JOINT PROJECT AGREEMENT

BETWEEN PINELLAS COUNTY AND THE CITY OF MADEIRA BEACH FOR CONSTRUCTION SERVICES FOR THE RELOCATION AND REPLACEMENT OF PINELLAS COUNTY WATER MAINS, SEWER GRAVITY MAINS, FORCEMAINS AND RECLAIMED WATER MAINS OWNED AND MAINTAINED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED CITY OF MADEIRA BEACH ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG 129TH AVENUE EAST, 131ST AVENUE EAST, EAST END LANE, BOARDWALK PLACE, AND PELICAN LANE ROADWAYS.

SECTION 1 INTENT OF AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____, 2025, by and between **PINELLAS COUNTY** a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the **CITY OF MADEIRA BEACH, FLORIDA**, a municipal corporation existing under the laws of the State of Florida, within said Pinellas County, acting by and through its City Commission, herein referred to as "CITY", collectively "PARTIES".

WITNESSETH that:

WHEREAS the CITY desires to construct roadway and drainage system improvements along 129th Avenue East, 131st Avenue East, East End Lane, Boardwalk Place and Pelican Lane; and

WHEREAS, the COUNTY owns and operates potable water mains, fire hydrants, service lines, connections, water meters, gravity sewer mains, lateral services, force mains, reclaimed water mains, reclaimed water services, manholes, gate valves and miscellaneous utility appurtenances that require relocation and replacement along 129th Avenue East, 131st Avenue East, East End Lane, Boardwalk Place and Pelican Lane, as described in Exhibit A; herein referred to as "COUNTY UTILITY WORK," and

NOW, THEREFORE, in consideration of the monies hereinafter agreed to be paid and the mutual covenants contained herein, the parties hereby mutually agree as follows:

SECTION 2 SCOPE OF CONSTRUCTION SERVICES

The scope of Construction Services for the PROJECT shall include the following:

As part of the City of Madeira Beach's 129th Avenue East, 131st Avenue East, East End Lane, Boardwalk Place and Pelican Lane roadway and drainage improvements, some of the existing watermain, reclaimed water and gravity sewer mains owned by COUNTY conflicts with the proposed road and drainage improvements and will be replaced or realigned to accommodate the proposed project improvements. The existing water mains are composed of 6-inch and 12-inch watermain with some being old cast-iron pipes and substandard thin wall PVC Conduit pipes that have surpassed their useful life. At 131st Avenue East, COUNTY proposes to install a new 6" HDPE or PVC watermain approximately 400 LF. At 129th Avenue East, COUNTY proposes to install a 12" HDPE or PVC x approximately 700 LF. At Pelican Lane, COUNTY proposes to install a new 6" HDPE or PVC x approximately 1086 LF and At East End Lane and Boardwalk Place. The COUNTY proposes to install a new 6" HDPE or PVC watermain approximately 650 LF. Part of the project will be installing a minimum of 3 new fire hydrants and new service lines, meter boxes and Automatic Meter Readers (AMR) to the project areas. There might be some minor reclaimed water and gravity sewer relocation and replacement due to the potential road and drainage conflict. ("COUNTY UTILITY WORK")

SECTION 3 SERVICES TO BE PROVIDED BY THE CITY

Preceding this agreement, the COUNTY hired the services of one of its Small Business Enterprise Consultants to design the COUNTY UTILITY WORK as part of the CITY's 129th Avenue East, 131st Avenue East, East End Lane, Boardwalk Place and Pelican Lane roadway and drainage improvement project (the "PROJECT"). Upon acceptance and approval of the construction plans and specifications by all parties, the CITY shall hire a private contractor to construct the COUNTY UTILITY WORK.

The COUNTY shall reimburse the CITY for the cost of the construction of the COUNTY UTILITY WORK as set forth in Section 5 below. The CITY shall not be obligated to provide work by its private contractor for the COUNTY UTILITY WORK that exceeds One Million Nine Hundred Thirty-Six Thousand Dollars and 00/100 (\$1,936,000.00) for the cost of said work.

The CITY will provide a representative to attend construction meetings and inspect the construction of the roadway and drainage improvements to ensure that construction is completed in accordance with the construction plans and specifications.

Upon completion of the COUNTY UTILITY WORK, the CITY shall ensure that any warranties, including materials, equipment, workmanship, and closeout documents, by the contractor constructing the COUNTY UTILITY WORK, is passed on to the COUNTY under the same terms and conditions as that warranty applies to facilities constructed or installed on behalf of the CITY.

SECTION 4 SERVICES TO BE PROVIDED BY THE COUNTY

The COUNTY will provide a representative to attend construction meetings and inspect the construction of the COUNTY UTILITY WORK to ensure that COUNTY standards are met.

The COUNTY will submit and obtain any permits associated with the relocation of the COUNTY'S utilities and operation of the COUNTY UTILITY WORK.

When construction of the COUNTY UTILITY WORK is completed, the COUNTY shall own, operate, and maintain the upgrades to the COUNTY UTILITY WORK.

SECTION 5 FUNDING AND INVOICING

The COUNTY will pay 100% of the total cost of construction and relocation of the COUNTY UTILITY WORK along 129th Avenue East, 131st Avenue East, East End Lane, Boardwalk Place and Pelican Lane, which shall not exceed One Million Seven Hundred Sixty Thousand Dollars and 00/100 (\$1,760,000.00).

The COUNTY will pay an additional ten percent (10%) of the total cost of construction services which shall not exceed One Hundred Seventy-Six Thousand Dollars and 00/100 (\$176,000.00), that will cover mobilization, maintenance of traffic and miscellaneous administrative fees of the COUNTY UTILITY WORK.

The CITY shall initially pay the total construction cost for the COUNTY UTILITY WORK. The CITY will invoice the COUNTY for the construction costs of the COUNTY UTILITY WORK, not to exceed One Million Nine Hundred Thirty-Six Thousand Dollars and 00/100 (\$1,936,000.00) upon approval of the COUNTY Project Manager. The COUNTY shall pay the CITY in accordance with the Florida Prompt Payment Act time schedule for construction projects.

During construction management, the CITY shall process invoices from the CITY's engineering consultant and construction contractor and submit copies to the COUNTY along with progress reports and requests for payment.

SECTION 6 BONDS, INSURANCE, AND INDEMNIFICATION

The CITY will require the construction contractor to comply with the following conditions. The COUNTY shall be responsible for the costs attributed to said compliance with these conditions as part of the UTILITY WORK, subject to the total not-to-exceed figure established in Section 5:

- A. Indemnify, hold harmless, pay the costs of defense on behalf of and defend the COUNTY and its agents and employees and the CITY and its agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the performance of the Project or the COUNTY UTILITY WORK;
- B. Provide a dual obligee bond in the full amount of the PROJECT, naming the COUNTY and the CITY as obligees; and
- C. Provide insurance coverage naming the COUNTY and the CITY as additional insured entities and certificate holders.

SECTION 7 ACCOUNTING RECORDS

Records of expenses pertaining to all construction services performed by the CITY's approved contractor related to the PROJECT, shall be kept in accordance with generally recognized accounting principles and procedures.

SECTION 8 EFFECTIVE DATE

This Agreement shall take effect immediately upon filing with the Clerk of the Circuit Court in Pinellas County in accordance with Florida Statutes, Section 163.01(11), and shall continue in full force and affect until the CITY provides to the COUNTY mutually agreeable documentation which substantiates that this Agreement has been fully performed and COUNTY has paid all invoices under Section 5.

SECTION 9 TERMINATION

Upon written notice, this Agreement may be terminated by any of the PARTIES in the event of substantial failure of another party to fulfill its obligation under this Agreement through no fault of the terminating party. This Agreement shall be deemed terminated on the fifteenth (15th) day after receipt of written notice of termination. The CITY, however, shall be entitled to receive payment for all work completed as of the date of termination.

SECTION 10 NOTICE

All notices or reports under this Agreement shall be directed to the following addresses:

Project Manager for the COUNTY: Shannon Ransom
Utilities Planning & Project Management 14
S. Ft. Harrison Avenue, 6th Floor
Clearwater, FL 33756

Project Manager for the CITY: Megan Wepfer
Public Works Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL. 33708

Engineer of Record for the CITY: Albert Carrier, P.E.
Principal, Tera Mara Consulting

Civil Engineers, Land Surveyors
11722 Walker Ave
Seminole, FL 33772

SECTION 11 ENTIRE AGREEMENT

This document, along with Exhibit A, shall constitute the entire agreement between the PARTIES regarding the construction of the COUNTY UTILITY WORK. There are no promises, terms, conditions or allegations other than those contained herein, and this document shall supersede all previous communications, representations and/or Agreements, whether written or verbal, between the PARTIES. This agreement may be amended only by written instrument signed by both PARTIES. This Agreement shall be binding upon the PARTIES, their successors, assigns and legal representatives.

SECTION 12 ADDITIONAL PROVISIONS

12.1 Compliance with Federal, State, County, and Local Laws

Both Parties shall comply with all federal, state, county, and local laws, regulations, and ordinances at all times.

12.2 Responsibilities of the Parties

The COUNTY and the CITY shall be fully responsible for their own acts of negligence and their respective employees' and/or agents' acts of negligence, when such employees and/or agents are acting within the scope of their employment; and shall be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of the immunity from or limitation of liability under the doctrine of sovereign immunity or Section 768.28, Fla. Statutes, by either the COUNTY or the CITY. Nothing herein shall be construed as consent by the COUNTY or CITY to be sued by third parties in any matter arising out of this Agreement.

12.3 Discrimination

The COUNTY and the CITY shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

12.4 Assignment

This Agreement may not be assigned.

12.5 Severability

Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law of competent jurisdiction, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

12.6. Waiver

No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

12.7. Due Authority

Each Party to this Agreement represents and warrants to the other Party that (i) it is duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.

12.8. Headings

The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

12.9. Fiscal Funding

The obligations of the Parties are subject to sufficient budgeted funds being available in each budget year. In the event that sufficient budgeted funds are not available in a subsequent fiscal year, this Agreement shall terminate on the last day of the fiscal year for which sufficient budgeted funds are available without penalty to either of the Parties.

IN WITNESS WHEREOF, the PARTIES hereto, or their lawful representative, have executed this Agreement as of the date first above written.

CITY OF MADEIRA BEACH,
a municipal corporation
of the State of Florida

PINELLAS COUNTY, FLORIDA, a
political subdivision of the State of
Florida, by and through its
Board of County Commissioners

By: _____
Anne-Marie Brooks, Mayor

By: _____
Chairman

ATTEST:

WITNESS:

By: _____
Clara VanBlargan, MMC, MSM, City Clerk

By: _____
County Clerk
(Seal)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Thomas J. Trask, City Attorney

By: _____
Office of the County Attorney

BID PROPOSAL					
Project: 90% AERA 5 129th and 131st Ave E DRAINAGE & ROADWAY IMPROVEMENTS					
BID ITEM		UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)
1.0	Mobilization and Site Preparation				
1.1	Mobilization	LS	1	\$150,000	\$ 150,000.00
1.2	Maintenance of Traffic	LS	1	\$75,000	\$ 75,000.00
1.3	Erosion Control and Floating Turbidity	LS	1	\$12,000	\$ 12,000.00
1.4	Project Sign	LS	1	\$1,500	\$ 1,500.00
1.5	Root Pruning with Root Barrier	LF	100	\$8	\$ 800.00
1.6	Sprinklers (Yard Frontage)	LF	2,500	\$8	\$ 20,000.00
					\$ -
Subtotal - General (1.1 - 1.6)					\$ 259,300.00
2.0	Earthwork				
2.1	Demolition	LS	1	\$135,000	\$ 135,000.00
2.2	Remove Unsuitable Material	CY	500	\$90	\$ 45,000.00
2.3	Sod	SF	15,000	\$3	\$ 37,500.00
2.4	Outfall Restoration between homes (4 Locations)				
2.4a	310 129th Ave E				
	Remove chainlink fence	LF	60	\$35	\$ 2,100.00
	Construct 6' PVC fence	LF	60	\$60	\$ 3,600.00
	Buttonwood Trees 15 gal	EA	2	\$500	\$ 1,000.00
					\$ -
2.4b	443 & 447 129th				
	Remove trees and planter	EA	1	\$1,200	\$ 1,200.00
	Areca Palm 15 Gallon	EA	3	\$450	\$ 1,350.00
	Restore Shell 4"	SF	700	\$10	\$ 7,000.00
	Fox Palm Trees 15 gal	EA	2	\$500	\$ 1,000.00
2.4c	480 & 500 129th				
	Remove Wood Fence	LF	60	\$35	\$ 2,100.00
	Install PVC fence with gate	LF	60	\$65	\$ 3,900.00
	Areca Palm 15 Gallon	EA	5	\$500	\$ 2,500.00
2.4d	523 & 525 129th Av E				
	Remove Oak Tree	EA	1	\$3,000	\$ 3,000.00

	Replace Oak Tree 40 gal	EA	1	\$1,000	\$	1,000.00
	Construct Seawall	LF	44	\$650	\$	28,600.00
	City Easement at 131st Ave E Outfall					
					\$	-
2.5	Flowable Fill	CY	75	\$350	\$	26,250.00
Subtotal - Earthwork (2.1 - 2.5)					\$	302,100.00
3.0	Drainage					
3.1	Seawall Repair at Storm Pipe Outfall	EA	5	\$6,500	\$	32,500.00
3.2	Manatee Protection Poles at Outfall	EA	5	\$4,500	\$	22,500.00
3.3	Storm Manhole with 4' bottom	EA	4	\$5,500	\$	22,000.00
3.4	FDOT Type C Grate Inlet (with concrete surrounding inlet)	EA	16	\$6,000	\$	96,000.00
3.5	FDOT Type E, Cast Iron Grate Inlet (with concrete surrounding inlet)	EA	3	\$7,200	\$	21,600.00
3.6	15" RCP Class IV	LF	380	\$175	\$	66,500.00
3.7	18" RCP Class IV	LF	1000	\$220	\$	220,000.00
3.8	36" RCP Class IV	LF	130	\$275	\$	35,750.00
3.9	12" PVC DR 18	LF	200	\$350	\$	70,000.00
3.10	Conflict Box, if needed	EA	1	\$9,000	\$	9,000.00
Subtotal - Drainage (3.1 - 3.10)					\$	595,850.00
4.0	Paving and Marking					
4.1	8" Base for pipe trench.	SY	1,500	\$35	\$	52,500.00
4.2	Mill 1.5" & Resurface 2" FDOT Asphalt (SP12.5)	SY	3,500	\$57	\$	199,500.00
4.3	Valley Gutter (FDOT INDEX 300)	LF	5100	\$24	\$	122,400.00
4.4	Concrete Drive Replacement 6" (3' BOC)	SY	2,000	\$30	\$	60,000.00
4.5	Paver Drive Replacement w/ concrete ribbon (R & R where possible)	SY	500	\$90	\$	45,000.00
4.6	Gravel & Shell Replacements (4")	SF	1,000	\$18	\$	18,000.00
4.7	24" Pavement Markings (Stop Bar)	LF	60	\$12	\$	720.00
4.8	D curb	LF	50	\$25	\$	1,250.00
Subtotal - Paving and Marking (4.1 - 4.8)					\$	499,370.00

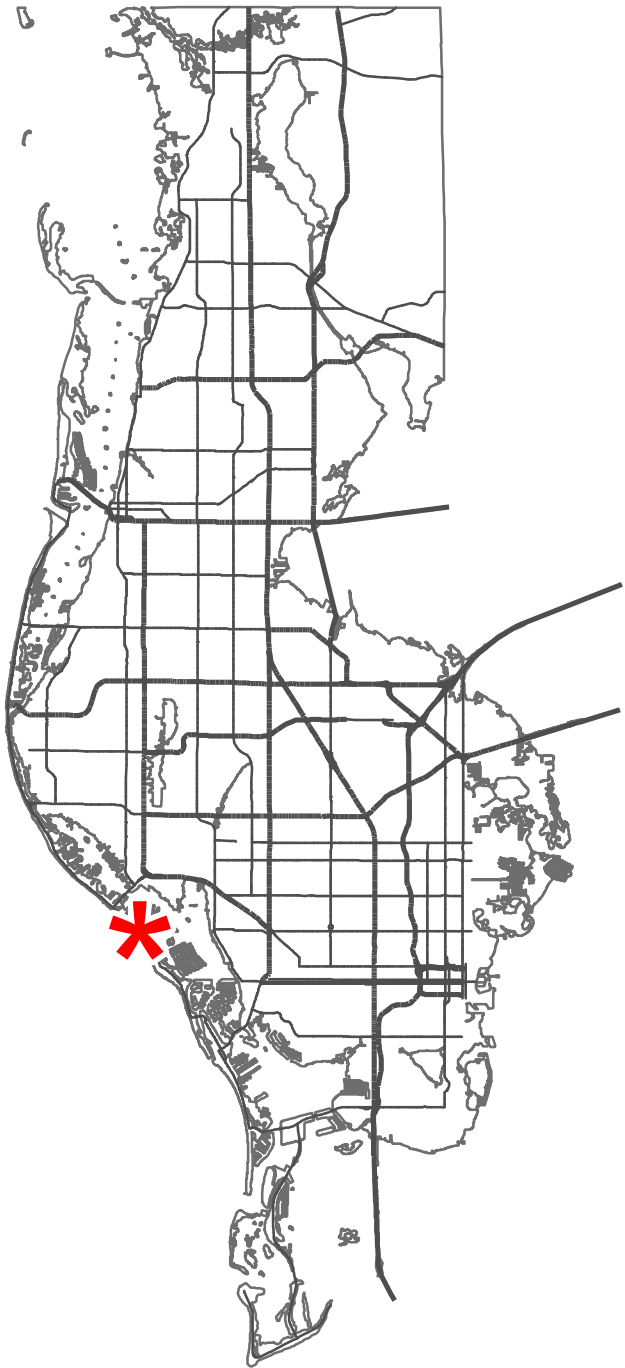
SUBTOTAL (1.0, 2.0, 3.0 and 4.0)						\$	1,656,620.00
Total - 20% Contingency						\$	414,155.00
MB TOTAL (1.0, 2.0, 3.0 and 4.0)						\$	2,070,775.00
PINELLAS COUNTY UTILITIES							
5.0	PC#	Utilities - Sanitary Sewer					
5.1	SS-333301-301-08D-1416	8" DI Pipe Class 350	LF	20	\$350	\$	7,000.00
5.2	SS-333301-301-960006	Adjust & Furnish 6" SS Service Lateral with CO, (if needed)	EA	15	\$1,050	\$	15,750.00
5.3	SS-333900-302-K002	Adjust Sanitary Manhole Rim & Cover, (outside of pavement)	EA	3	\$750	\$	2,250.00
5.4	SS-333900-302-K001	Adjust Sanitary Manhole Rim & Cover, (in pavement)	EA	5	\$950	\$	4,750.00
5.5	SS999-0000	Unspecified Work (Allowance)	LS	1	\$25,000	\$	25,000.00
						\$	-
Subtotal - Utilities - Sanitary (5.1-5.5)						\$	54,750.00
TOTAL (5.0)						\$	54,750.00
6.0	PC#	Utilities - Potable Water					
6.1	PW-331101-304-12P18	12" Dia. PVC C-900 DR18	LF	800	\$250	\$	200,000.00
6.2	PW-331101-304-06P18	6" Dia. PVC C-900 DR18	LF	2,000	\$172	\$	344,000.00
6.3	PW-331101-305-90204	Remove Out of Service Pipe 2" to 4"	LF	350	\$125	\$	43,750.00
6.4	PW331101-309-9001	Adjust valve box to finished grade (in pavement)	EA	5	\$600	\$	3,000.00
6.5	PW-331101-501-0004	4" Dia. Offset Assembly < 50' PVC C-900 DR18 w/Reverse Deadman, (if needed)	EA	1	\$6,500	\$	6,500.00
6.6	PW-331101-309-12RW515	12" RWGV & Box C 515	EA	3	\$9,500	\$	28,500.00
6.7	PW-331101-309-06RW515	6" RWGV & Box C 515	EA	10	\$6,500	\$	65,000.00
6.8	PW-331101-314-02LS	2" service connections w/ sleeve (Long Side)	EA	4	\$6,300	\$	25,200.00
6.9	PW-331101-314-01LS	1" service connections w/ sleeve (Long Side)	EA	9	\$5,300	\$	47,700.00

6.10	PW-331101-314-01SS	1" service connections w/ sleeve (Short Side)	EA	2	\$4,000	\$	8,000.00
6.11	PW-331101-314-75SS	3/4" Service Connection w/ sleeve (Short Side)	EA	26	\$2,500	\$	65,000.00
6.12	PW-331101-314-75LS	3/4" Service Connection w/ sleeve (Long Side)	EA	18	\$3,500	\$	63,000.00
6.13	PW331101-310-0001	Fire Hydrant Assembly w/valve	EA	5	\$8,500	\$	42,500.00
6.14	PW-331101-312-2412TV	24" x 12" Tapping Sleeve Valve & Box	EA	1	\$22,000	\$	22,000.00
6.15	PW-331101-312-1612TV	16" x 12" Tapping Sleeve Valve & Box	EA	1	\$18,500	\$	18,500.00
6.16	PW-331101-312-1212TV	12" x 12" Tapping Sleeve Valve & Box	EA	1	\$15,000	\$	15,000.00
6.17	PW-331101-312-1206TV	12" x 6" Tapping Sleeve Valve & Box	EA	1	\$10,000	\$	10,000.00
6.18	PW-331101-312-0806TV	8" x 6" Tapping Sleeve Valve & Box	EA	1	\$8,500	\$	8,500.00
6.19	PW-331101-312-0602TV	6" x 2" Tapping Sleeve Valve & Box	EA	1	\$5,500	\$	5,500.00
6.20	PW331101-308-C153	DI Fittings C 153 (Compact Body)	TN	1.5	\$11,000	\$	16,500.00
6.21	PW-331101-304-06PP	6" Pigging Port	EA	3	\$5,500	\$	16,500.00
6.22	PW-331301-000-0206	Disinfection of 2" to 6" Water Main	EA	3	\$2,500	\$	7,500.00
6.23	PW-331101-105-9001	Out of service main grouting	CY	4	\$807	\$	3,228.00
6.24	PW-999-0001	Unspecified Work (Allowance)	LS	1	\$150,000	\$	150,000.00
Subtotal - Utilities - Potable Water (6.1 - 6.24)							\$ 1,215,378.00
7.0	PC#	Utilities - Reclaimed					
7.1	RW331101-501-0004	4" Dia. Offset Assembly < 50' PVC C-900 DR18 w/Reverse Deadman, (if needed)	EA	1	\$5,500	\$	5,500.00
7.2	RW-331101-501-0006	6" Dia. Offset Assembly < 50' PVC C-900 DR18 w/Reverse Deadman, (if needed)	EA	1	\$6,500	\$	6,500.00
7.3	RW-333501-309-C153	DI Fittings C 153 (Compact Body)	TN	0.5	\$10,000	\$	5,000.00
7.4	RW-331101-314-01LS	1" Reclaim Service adjustment, (if needed)	EA	5	\$650	\$	3,250.00
7.5	RW-999-0000	Unspecified Work (Allowance)	LS	1	\$25,000	\$	25,000.00
Subtotal - Utilities - Reclaimed Water (7.1 - 7.5)							\$ 45,250.00
PINELLAS COUNTY RESTORATION PELICAN, EAST END & BOARDWALK							

8.0	PC#	MISC. ITEMS				
8.1	005-0705	As-Built Survey	LS	1	\$3,500	\$ 3,500.00
8.2	PW-999-0002	Driveway Restoration, 6" conc. in County ROW	SY	750	\$30	\$ 22,500.00
8.3	PW-999-0003	Driveway Pavers	SY	900	\$90	\$ 81,000.00
8.4	204-1000	8" Base Crush Conc for water main crossings	SY	400	\$55	\$ 22,000.00
8.5	PW-999-0004	Asphalt Replacement	SY	700	\$75	\$ 52,500.00
8.6	PW-999-0005	Shell / Rock Restoration driveways	SY	600	\$75	\$ 45,000.00
8.7	575-0110 (SS)	SOD, Replace In Kind	SY	500	\$4	\$ 2,000.00
8.8	999-0000	Unspecified Work (Allowance)	EA	1	\$15,000	\$ 15,000.00
						\$ -
Subtotal -PINELLAS COUNTY MISC.(8.1 - 8.8)						\$ 240,000.00
PINELLAS COUNTY TOTAL (5.0-8.0)						\$ 1,555,378.00
OVERALL CONSTRUCTION COST						\$ 3,626,153.00

OPTION A						
OP_A	Drainage Option Between Homes (OUTFALLS)					
OP-A1	ConTech A2000 18"	LF	373	\$175	\$	65,275.00
Subtotal - Paving and Marking (OP-A1)						\$ 65,275.00
Subtotal - Drainage Option Between Homes (OP-A1)						\$ 65,275.00

129th Ave and 131st Ave, City of Maderia Beach JPA



0 0.0125 0.025 0.05 0.075 0.1 Miles

Designed by:
Drawn by:
Approved by:

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Memorandum

Meeting Details: July 23, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Boca Ciega Street End Project update 7-23-25

Background

On June 11, 2025, the Board of Commissioners approved a contract with Mali Contracting Corp. in the amount of \$149,998.42 for the construction of the Boca Ciega Street End Beautification Project. This project includes improvements at five street ends within the Boca Ciega neighborhood, including installation of pervious paver walkways, raised planters, irrigation, and site furnishings.

Current Status:

- City staff has ordered and received all specified plants for the project, which are being maintained until installation.
- Public Works is actively coordinating with Mali Contracting on the required submittals and material procurement to ensure timely delivery and compliance with project specifications.
- Construction scheduling will commence upon finalization of material approvals and submittals.

Next Steps:

- Review and approve contractor submittals.
- Coordinate delivery of construction materials.
- Mobilize August 18th and begin site preparations on August 19th
- Coordinate contractor notification to affected residents the city requires 7 days' notice to affected residents.

Staff will continue to provide updates as the project progresses and will ensure that all work is completed by contract and by community expectations.

Fiscal Impact

Recommendation(s)

Attachments



Memorandum

Meeting Details: June 25, 2025

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: FDOT 150th Ave. Resurfacing

Background Based on FDOT's most recent pavement evaluations report

FY 26 Priority	FM#	Section #	BMP	EMP	PROJECT	FROM	TO	FISCAL YEAR	LANE MILES	COMMENTS	Railroad Crossing	Bridges
46	447920-1	15100000	7.963	9.354	SR 666/Tom Stuart Cswy	SR 699/Gulf Blvd	Alt. US 19/SR 595	2028	4.889	2025 PCS ratings shown.	No	Bridges over water.

