



# BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

Wednesday, November 13, 2024 at 2:00 PM  
Commission Chambers, 300 Municipal Drive,  
Madeira Beach, FL 33708

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

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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**

- A. Ordinance 2024-21, Revising Definition of Substantial Improvement
- B. Madeira Beach Master Plan Update
- C. Madeira Beach Proportionate-Share Development Fee

5. **FINANCE**

- A. FY 2024 Audit Engagement Letter - James Moore & Co.
- B. Presentation of FY 2024 Budget Vs Actual Analysis & FY 2025 Revenue Loss Projections
- C. Ordinance 2024-22, Fees & Collection Procedure Manual - FY 2025 Update #1
- D. Amendments to Aclarian Consulting and Software Agreements

## 6. PUBLIC WORKS

- A. Park Street Antique Center Lease for Public Works

## 7. RECREATION

- A. Ford F-250 Crew Cab XL Purchase
- B. JUCO Kickoff Classic Proposed Agreement

## 8. 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](mailto:cvanblargan@madeirabeachfl.gov).*

**Memorandum**

**Meeting Details:** Board of Commissioners Regular Meeting, November 13, 2024

**Prepared For:** Honorable Mayor Brooks and the Board of Commissioners

**From:** Community Development Department

**Subject:** Ordinance 2024-21: Revising Definition of Substantial Improvement 1<sup>st</sup> Reading and Public Hearing

**Background:**

Hurricane Helene and Hurricane Milton brought historic levels of storm surge and wind to Madeira Beach. Hurricane Helene's storm surge flooded every pre-FIRM residential structure and most at grade commercial structures within the city. Some of these structures have received substantial damage. A structure is considered to have received substantial damage if the estimated cost to repair the structure exceeds 50 percent of the pre-damaged building market value (also known as "FEMA's 50% Rule"). Currently the Madeira Beach Code of Ordinances has a one-year period lookback requirement when renovating or repairing a pre-FIRM structure. The one-year period lookback begins on the date of the first permit issued for the improvement or repair.

**Discussion:**

City staff are concerned that the one-year period lookback would penalize property owners that have done renovations to their property within the past year. Those renovations would count towards the FEMA 50% Rule which could potentially lead to a structure being declared substantially damaged. Ordinance 2024-21: Revising Definition of Substantial Improvement would update the references to substantial damage and substantial improvement to remove the one-year period lookback requirement. Removing the one-year period lookback would mean that the FEMA 50% Rule would be used for each individual renovation or repair project. Phasing improvements would still not be allowed. Restoring the structure to what it was before the flooding occurred would still be a requirement.

**Recommendation(s):**

City Staff recommends the approval of Ordinance 2024-21: Revising Definition of Substantial Improvement.

**Fiscal Impact or Other:**

It is not foreseen that the city would have additional costs to enforce Ordinance 2024-21. There are no additional costs or fees from the city related to the property owners complying with the proposed ordinance. There is a risk for the city to receive a small reduction in CRS points. This could have an impact on the city’s CRS Rating and the existing flood insurance discounts for residential properties.

**Attachments:**

Ordinance 2024-21 Revising Definition of Substantial Improvement

Business Impact Statement



## ORDINANCE 2024-21

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REVISING SECTION 94-33 OF DIVISION 9 (GENERAL) OF CHAPTER 94 (FLOODPLAIN MANAGEMENT) TO DELETE THE REQUIREMENT TO EVALUATE PREVIOUSLY ISSUED BUILDING PERMITS; AMENDING THE DEFINITIONS OF SUBSTANTIAL DAMAGE AND SUBSTANTIAL IMPROVEMENT IN SECTION 94-93 OF DIVISION 9 (GENERAL) OF CHAPTER 94 (FLOODPLAIN MANAGEMENT) OF THE CODE OF ORDINANCES TO DELETE THE REPETITIVE FLOOD DAMAGE PROVISION AND THE ONE-YEAR LOOK BACK REQUIREMENT; REVISING SECTION 14-39 OF ARTICLE II (TECHNICAL CODES AND STANDARDS) OF CHAPTER 14 (BUILDINGS AND BUILDING REGULATIONS) OF THE CODE OF ORDINANCES TO DELETE SUBPARAGRAPH (D) REGARDING THE DEFINITIONS OF SUBSTANTIAL DAMAGE AND SUBSTANTIAL IMPROVEMENT IN THE FLORIDA BUILDING CODE; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on September 24, 2024, the Governor of the State of Florida entered an Executive Order declaring a State of Emergency for 64 counties in the State of Florida, including Pinellas County, due to the dangers presented by Hurricane Helene; and

**WHEREAS**, on October 5, 2024, the Governor of the State of Florida also entered Executive Order declaring a State of Emergency for 35 counties in the State of Florida, including Pinellas County, due to the dangers presented by Hurricane Milton; and

**WHEREAS**, Hurricanes Helene and Milton posed serious threats to the lives and property for the residents of Madeira Beach, Florida and a State of Local Emergency was declared for all territory within the legal boundaries of Madeira Beach, Florida; and

**WHEREAS**, both Hurricanes Helene and Milton caused extensive damage to public utilities, public buildings, public communications systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

**WHEREAS**, City staff has reviewed Section 94-33 of the Code of Ordinance and wishes to amend the section to delete the requirement to evaluate previously issued building permits when considering the issuance of a new building permit; and

**WHEREAS**, City Staff has reviewed the current definitions of Substantial Damage Substantial Improvement of Section 94-93 of the Code of Ordinances and wishes to amend the section to delete the repetitive flood damage provision and the one-year look back requirement; and

**WHEREAS**, Chapter 553, Florida Statutes, allows for local administrative and technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

**WHEREAS**, City staff has recommended deleting the previously adopted local amendments to the Florida Building Code definitions of Substantial Damage and Substantial Improvement; and

**WHEREAS**, the recommendations of staff have been found meritorious by the Board of Commissioners; and

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

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

**Section 1.** That Section 94-33 of Division 9 (General) of Chapter 94 (Floodplain Management) of the Code of Ordinances of the City of Madeira Beach is hereby amended to read as follows:

### Sec. 94-33. Substantial improvement and substantial damage determinations.

For applications for building permits to improve buildings and structures, including alterations (Levels 1-2-3), movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the Building Official, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; ~~the determination requires evaluation of previous permits issued for improvements as specified in the definition of "substantial improvement; and for work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage;"~~ and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this chapter is required.

**Section 2.** The definitions of Substantial Damage and Substantial Improvement in Section 94-93 of Division 9 (General) of Chapter 94 (Floodplain Management) of the Code of Ordinances of the City of Madeira Beach shall read as follows:

*Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. ~~Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.~~

*Substantial improvement* means any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or ~~structure taking place during a one-year period~~, the ~~cumulative~~ cost of which equals or exceeds 50 percent of the market value of the building or structure before the "start of construction" of the

improvement. ~~For each building or structure, the one-year period begins on the date of the first permit issued for improvement or repair subsequent to November 15, 2016. This~~ term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

**Section 3.** That subparagraph (d) of Section. 14-39 of Article II (Technical Codes and Standards) of Chapter 14 (Buildings and Building Regulations) is hereby deleted as follows:

~~(d) Modify the Florida Building Code, Building, Section 202 definitions of Substantial Damage and Substantial Improvement to read as follows:~~

~~**SUBSTANTIAL DAMAGE.** Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.~~

~~**SUBSTANTIAL IMPROVEMENT.** Any combination of repair, reconstruction, rehabilitation, alteration, addition or improvement of a building or structure taking place during a one-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the one-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to November 15, 2016. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either~~

- ~~1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.~~
- ~~2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~

**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 Land Development Code of the City of Madeira Beach contained in Section 1, Section 2, and Section 3 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 \_\_\_\_\_, 2024.**

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

**ATTEST:**

\_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_

# Business Impact Estimate

Proposed ordinance's title/reference: Ordinance 2024-21: Revising Definition of Substantial Improvement

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 law<sup>1</sup> 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:

<sup>1</sup> 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):

Hurricane Helene and Hurricane Milton brought historic levels of storm surge and wind to Madeira Beach. City staff are concerned that the one-year period lookback would penalize property owners that have done renovations to their property within the past year. Those renovations would count towards the FEMA 50% Rule which could potentially lead to a structure being declared substantially damaged. Ordinance 2024-21: Revising Definition of Substantial Improvement would update the references to substantial damage and substantial improvement to remove the one-year period lookback requirements.

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.

This ordinance would not create additional costs for the City of Madeira Beach to enforce the regulations. There would not be any additional costs for businesses to comply with this proposed ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

There is no foreseen impact on businesses because the proposed ordinance does not create additional regulatory costs for businesses.

4. Additional information the governing body deems useful (if any):



Removing the one-year lookback would mean that the FEMA 50% Rule would be used for each individual renovation or repair project. Phasing improvements would still not be allowed. Restoring the structure to what it was before the flooding would still be a requirement. There is a risk for the city to receive a small reduction in CRS points. This could have an impact on the city's CRS Rating and the existing flood insurance discounts for residential properties.

**Memorandum**

**Meeting Details:** November 13, 2024 – Board of Commissioners Workshop Meeting

**Prepared For:** Honorable Mayor Brooks and the Board of Commissioners

**From:** Community Development Department

**Subject:** Madeira Beach Master Plan Update

**Background:**

Over the last few months Kimley-Horn and City Staff have been gathering community feedback to help guide the Madeira Beach Master Plan. We received feedback from a public workshop, an online survey, an interactive map, and various community pop-up events.

**Discussion:**

Kimley-Horn recently gave us a summary presentation document that is an overview of the community feedback we have received. The document includes an overall engagement summary and has the major themes within the Master Plan Topic Areas based on the community feedback.

**Recommendation(s):**

City Staff recommends for the Madeira Beach Board of Commissioners to review the Madeira Beach Master Plan summary presentation document and give feedback.

**Fiscal Impact or Other:**

N/A

**Attachments:**

Madeira Beach Master Plan Summary Presentation

**Links:**

**Madeira Beach Master Plan Survey and Comment Map**

<https://madeirabeachfl.gov/master-plan/>



# Master Plan Update BOC Workshop

November 13, 2024



Kimley»Horn  
Expect More. Experience Better.



**MADEIRA BEACH MASTER PLAN**  
*Guiding the City Towards a Resilient Future*





## Outline

- Project Schedule and Status
- What We've Heard So Far
- What's Next?
- Discussion/Q&A



# Project Scope and Timeline



# What is the purpose of the new City Master Plan?

- **Guiding document** for future development and capital improvements that reflects the community's vision for the future of Madeira Beach
- Replace the 2002 Master Plan to **address evolving community needs and implement modern, sustainable practices and solutions**
- The Master Plan will **identify goals, objectives, and implementation strategies** that will:
  - Address local challenges,
  - Help our City adapt to future conditions, and
  - Enhance quality of life for all who live, work, and visit Madeira Beach.



# Master Plan Focus Areas



New Development/  
Redevelopment



Transportation/  
Mobility



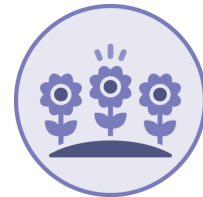
Parks, Recreation, and  
Public Spaces



Economic/Business  
Development



Sustainability and  
Resiliency



Beautification and  
Placemaking





# Engagement So Far

- Online Survey #1: *June 2024 – October 2024*
  - 77 Responses
- Community Workshop #1: *June 2024*
  - Approx. 47 attendees
- Pop-Up Events
  - Trash Pirates: July 26, 2024
  - Final Friday: August 3, 2024
- Interactive Online Map - *Ongoing*
  - 30 Comments as of 11/4/24





# What is your vision for Madeira Beach?



# What We've Heard So Far



## Parks, Recreation, and Public Spaces

- Preserve the beaches
- Improve public infrastructure and facilities
- Improve existing park spaces and beach access



## Beautification and Placemaking

- Plant more landscaping and shade trees throughout the City
- Maintain fishing village and small-town character
- Install public art and murals



# What We've Heard So Far



## Sustainability and Resiliency

- Address flooding and stormwater issues
- Increase beach resiliency and natural barriers
- Improve infrastructure to be more resilient to storm events



## Transportation and Mobility

- Lack of walkability and safety for pedestrians and bicyclists
- Improved bike facilities and more bike parking
- More options to get around besides using a car



# What We've Heard So Far



## Economic and Business Development

- Provide incentives for existing and new local businesses
- Program more family-friendly events, concerts, and festivals throughout the year



## New Development and Redevelopment

- Consistently enforce and permit short-term rentals
- Ensure critical infrastructure can support new development
- Encourage quality design and development

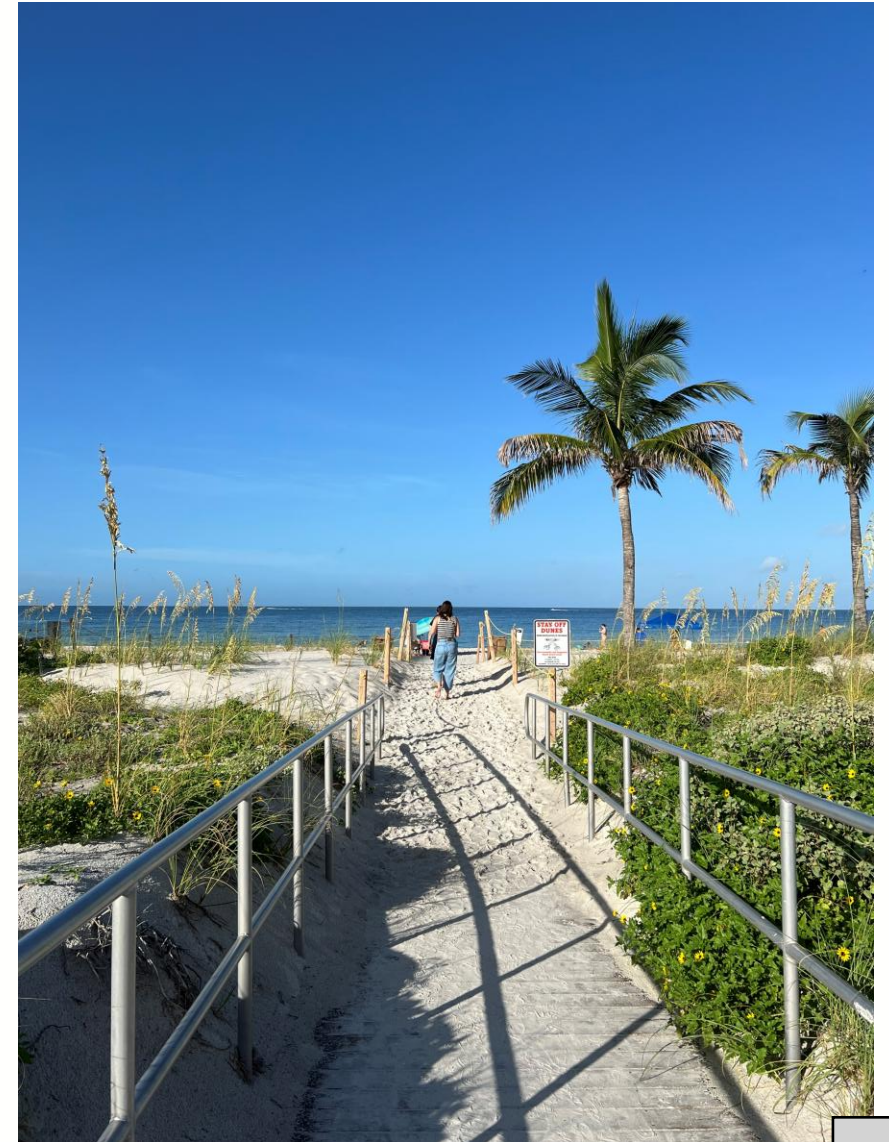




## What's Next?

### Fall and Winter:

- Finalize the overall vision and main goals
- Develop draft recommendations
- Identify grant funding opportunities
- Continue Community Engagement
  - 2<sup>nd</sup> Community Workshop – Will focus on goals, recommendations, and priorities
  - Online Survey #2
  - Pop-up Events
  - Stakeholder Meetings – Local businesses and Regional Agencies





## Discussion and Q&A

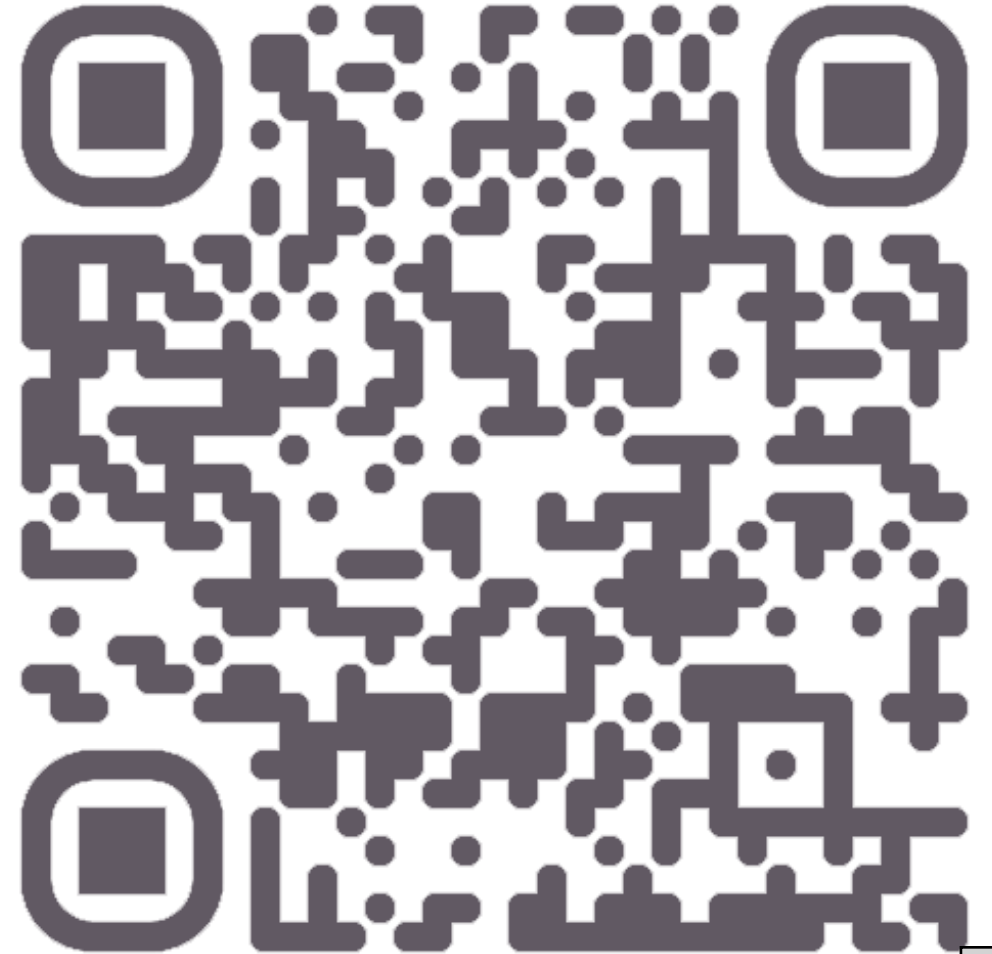
- What are yours and your constituents' top priorities?
- What are some opportunities?
- What are some challenges or barriers?
- What is your Vision for the future of Madeira Beach?
- How would you define a successful Master Plan?



## Interactive Map

- [Madeira Beach Master Plan Website](#)

*Scan for Project Website*







**Memorandum**

**Meeting Details:** Board of Commissioners Workshop Meeting, November 13, 2024

**Prepared For:** Honorable Mayor Brooks and the Board of Commissioners

**From:** Community Development Department

**Subject:** Madeira Beach Proportionate-Share Development Fee

**Background:** The Proportionate-Share Development Fee is in Madeira Beach Code of Ordinances and Madeira Beach Comprehensive Plan.

**Discussion:**

Any revision to the Madeira Beach Proportionate-Share Development Fee would require a Comprehensive Plan Amendment. A Comprehensive Plan Amendment could take 1 year or longer to accomplish. We would also need a consultant to assist with the data and analysis component of the amendment.

**Recommendation(s):**

N/A

**Fiscal Impact or Other:**

N/A

**Attachments:**

Madeira Beach Code of Ordinances Chapter 92 Proportionate-Share Development Fee

Pinellas County Code of Ordinances Chapter 150 Multimodal Impact Fees

Madeira Beach Comprehensive Plan



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## 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.) FT<sup>2</sup> RATIO:

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

MOBILITY FEE=VALUE \* BUILDING AREA (B.A.) - FT<sup>2</sup> RATIO:

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

PUBLIC SAFETY FEE=VALUE / BUILDING AREA (B.A.) FT<sup>2</sup> :

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

- (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%	

(Supp. No. 31)

		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.**

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## Chapter 150 IMPACT FEES<sup>1</sup>

### ARTICLE I. IN GENERAL

Secs. 150-1—150-35. Reserved.

### ARTICLE II. MULTIMODAL IMPACT FEES<sup>2</sup>

#### 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.

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<sup>1</sup>Charter reference(s)—General powers of county, § 2.01.

Cross reference(s)—Finance, § 2-141 et seq.; buildings and building regulations, ch. 22; impact fees in Indian Rocks fire district, § 114-54; impact fee in Palm Harbor special fire control district, § 114-93.

State law reference(s)—Impact fees encouraged, F.S. § 163.3202(3).

<sup>2</sup>Editor's note(s)—Ord. No. 16-21, § 1, adopted March 29, 2016, retitled art. II from "Transportation Impact Fee" to read as herein set out.

*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(s)—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(s)—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:

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

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
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
<b>General Office:</b>					
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
<b>Research Center:</b>					
Research center	1,000 sf	6.1	5.1	0.92	\$1,232.00
<b>Industrial:</b>					
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
<b>Medical:</b>					
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
<b>Lodging:</b>					
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
<b>Recreation:</b>					
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
<b>Retail:</b>					
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

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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
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
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

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(Supp. No. 119)

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
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
<i>Medical:</i>					
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
<i>Lodging:</i>					
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
<i>Recreation:</i>					
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
<i>Retail:</i>					
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

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(Supp. No. 119)

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
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

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, § 1, 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, § 1, 4-21-09; Ord. No. 11-04, § 1, 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 travel. 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 plan 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.

(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 review 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(s)—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)

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**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(s)—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)

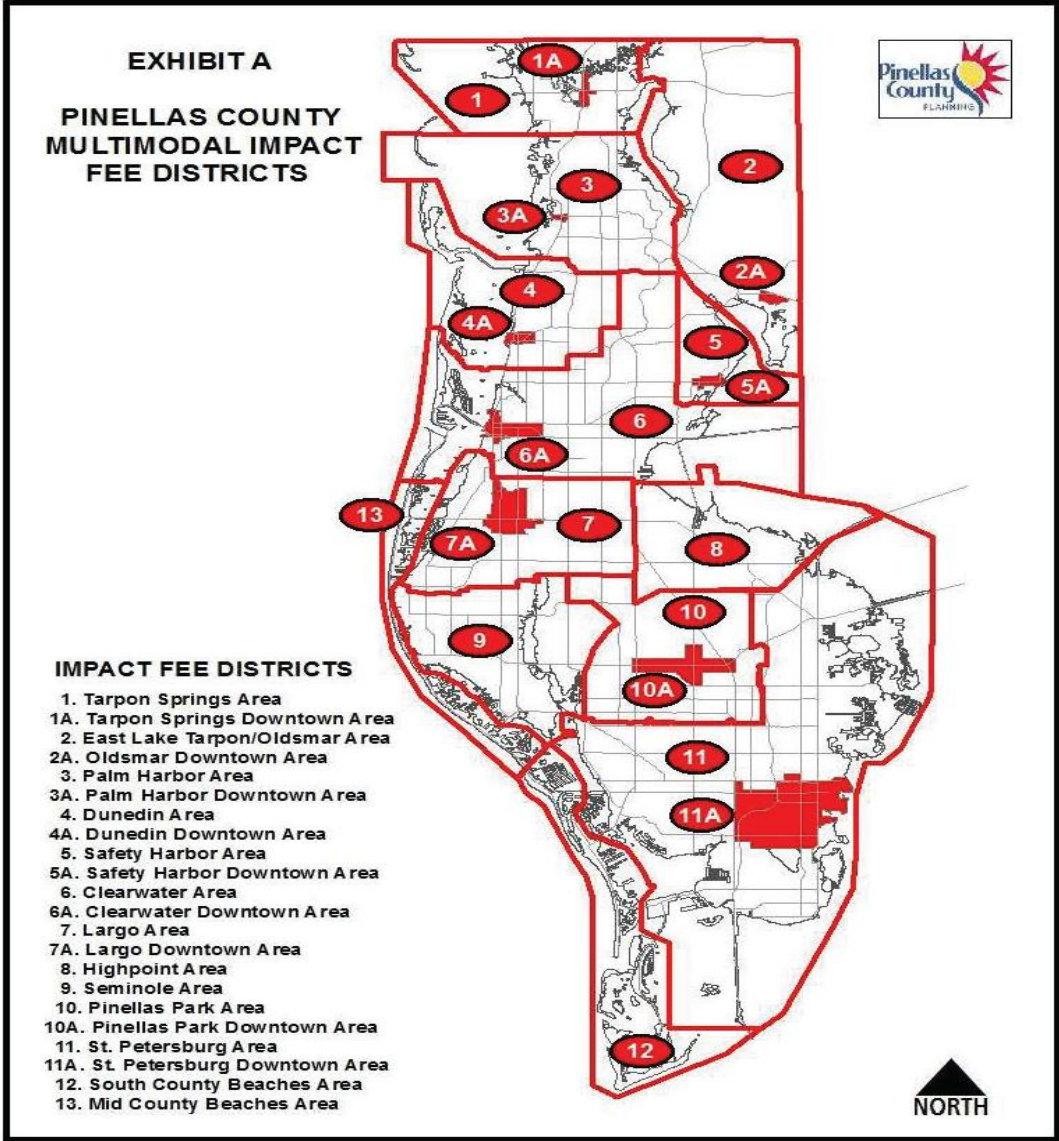


Exhibit A: Multimodal Impact Fee Districts

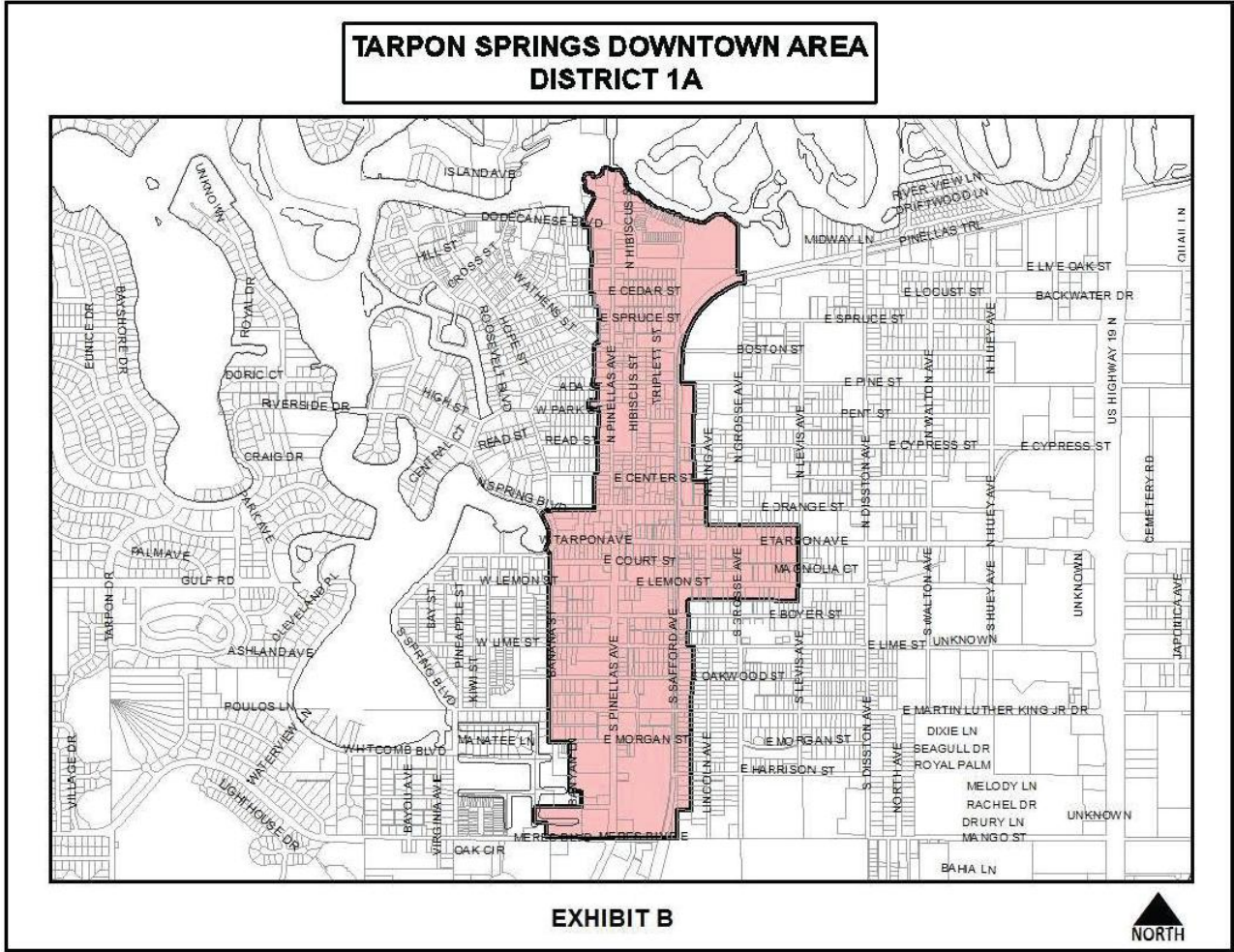


Exhibit B: Tarpon Springs Downtown Area District 1A



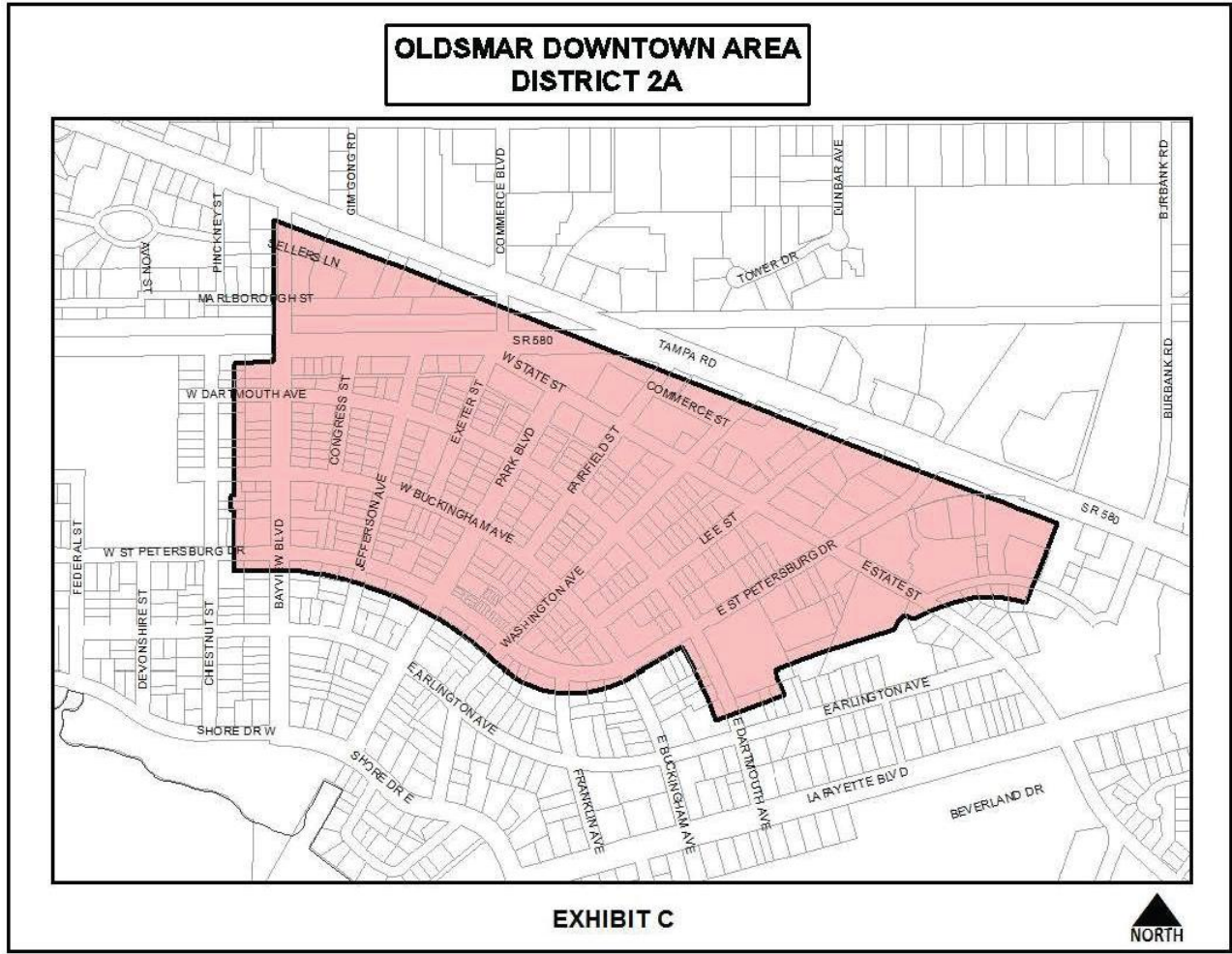
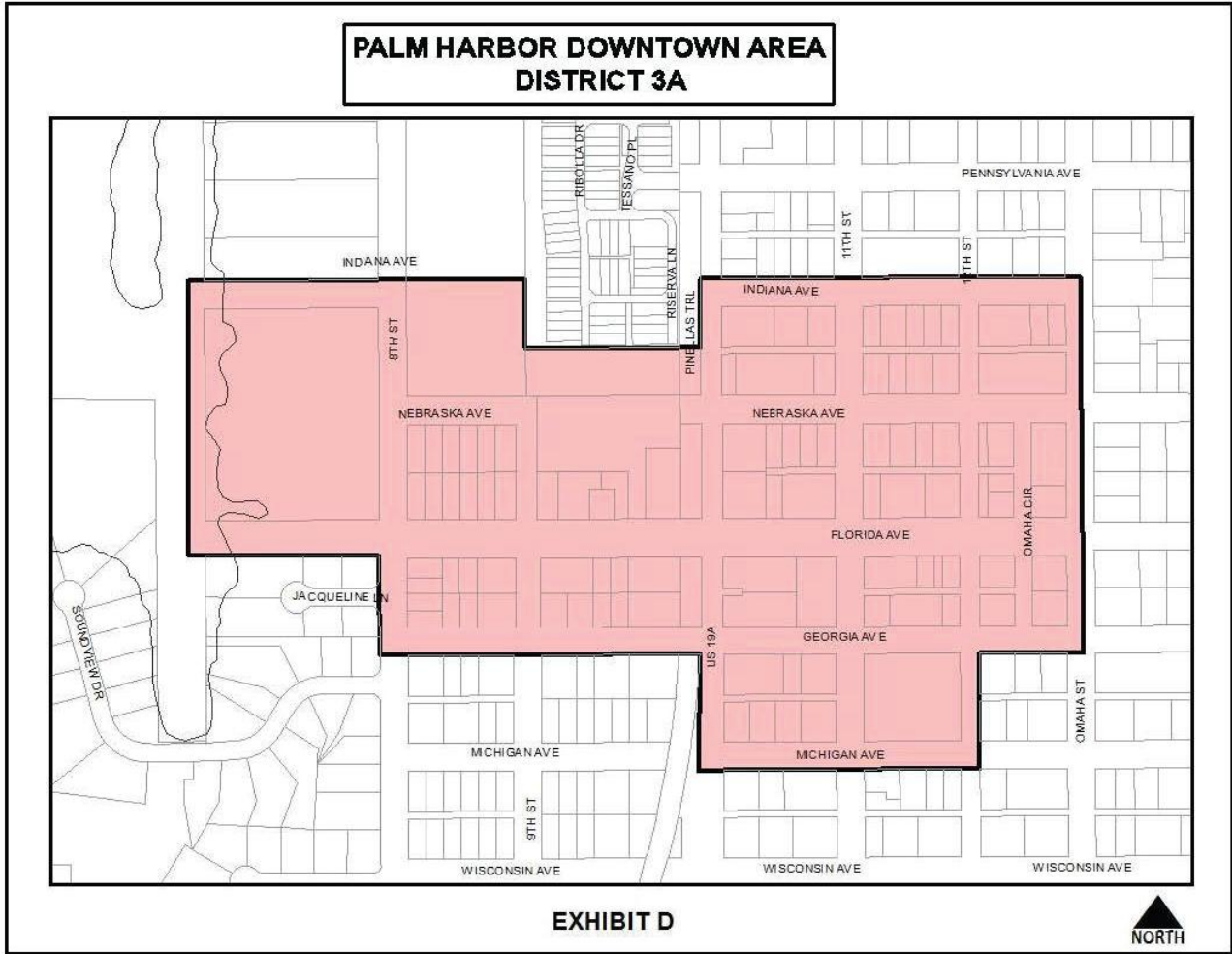


Exhibit C: Oldsmar Downtown Area District 2A



**Exhibit D: Palm Harbor Downtown Area  
District 3A**

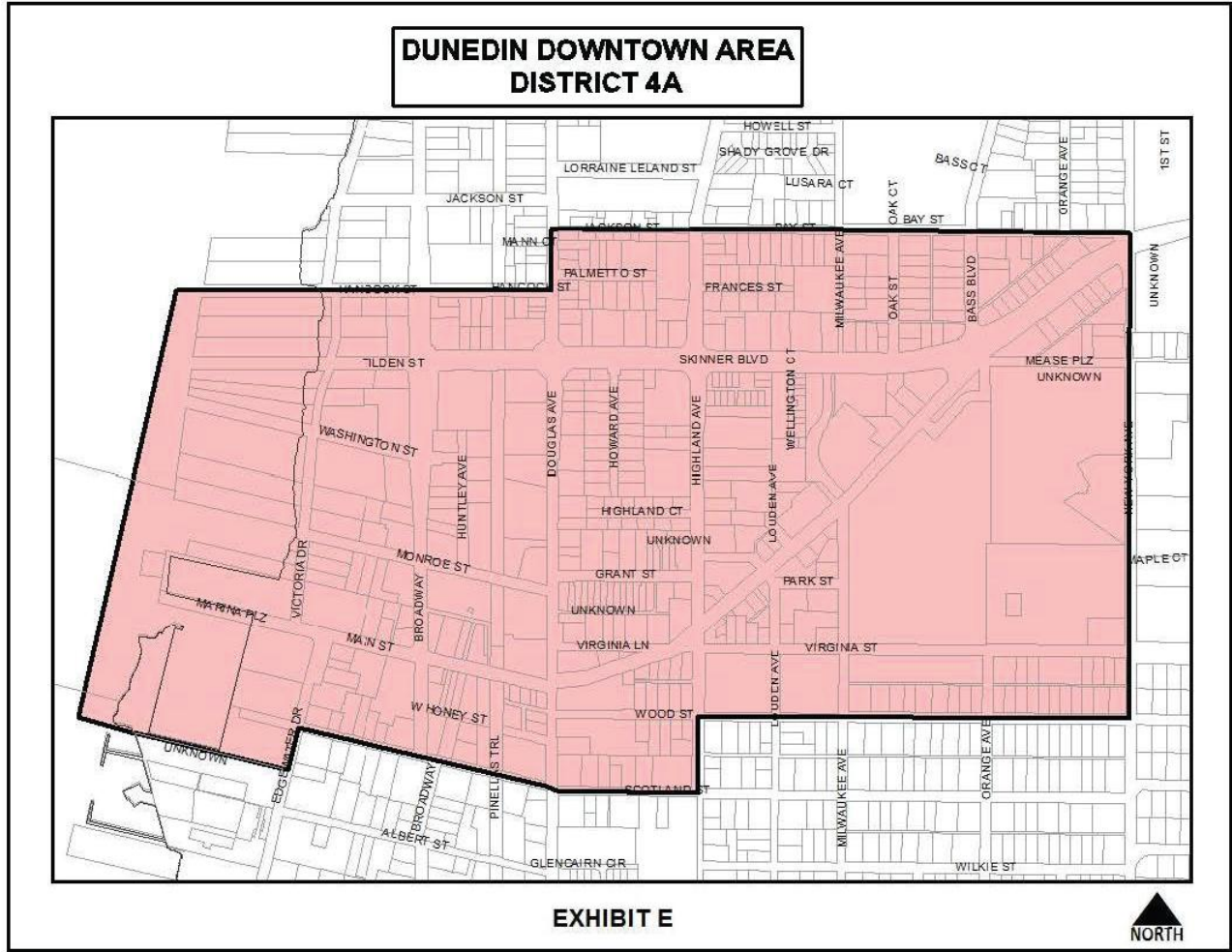


Exhibit E: Dunedin Downtown Area District 4A

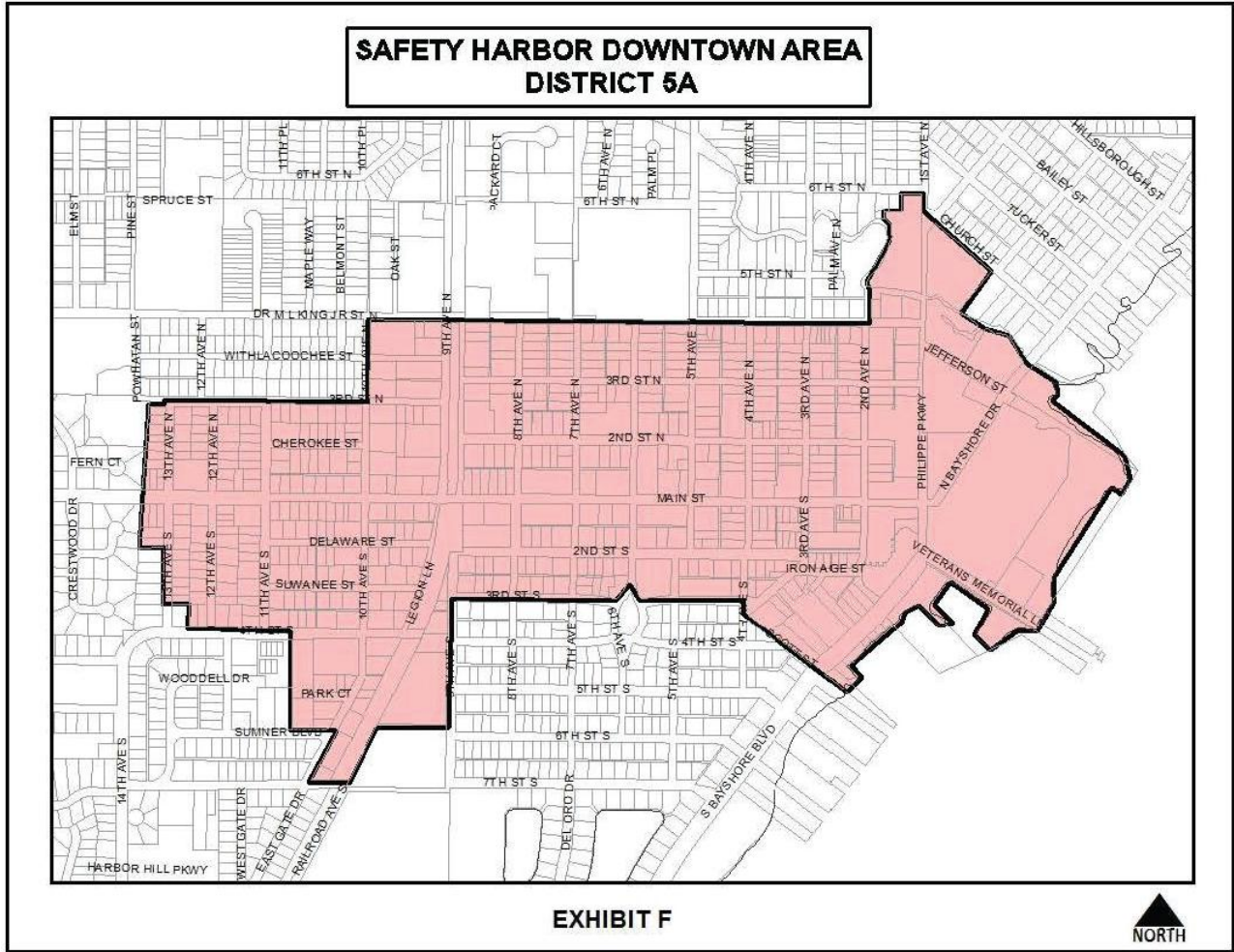


Exhibit F: Safety Harbor Downtown Area District 5A





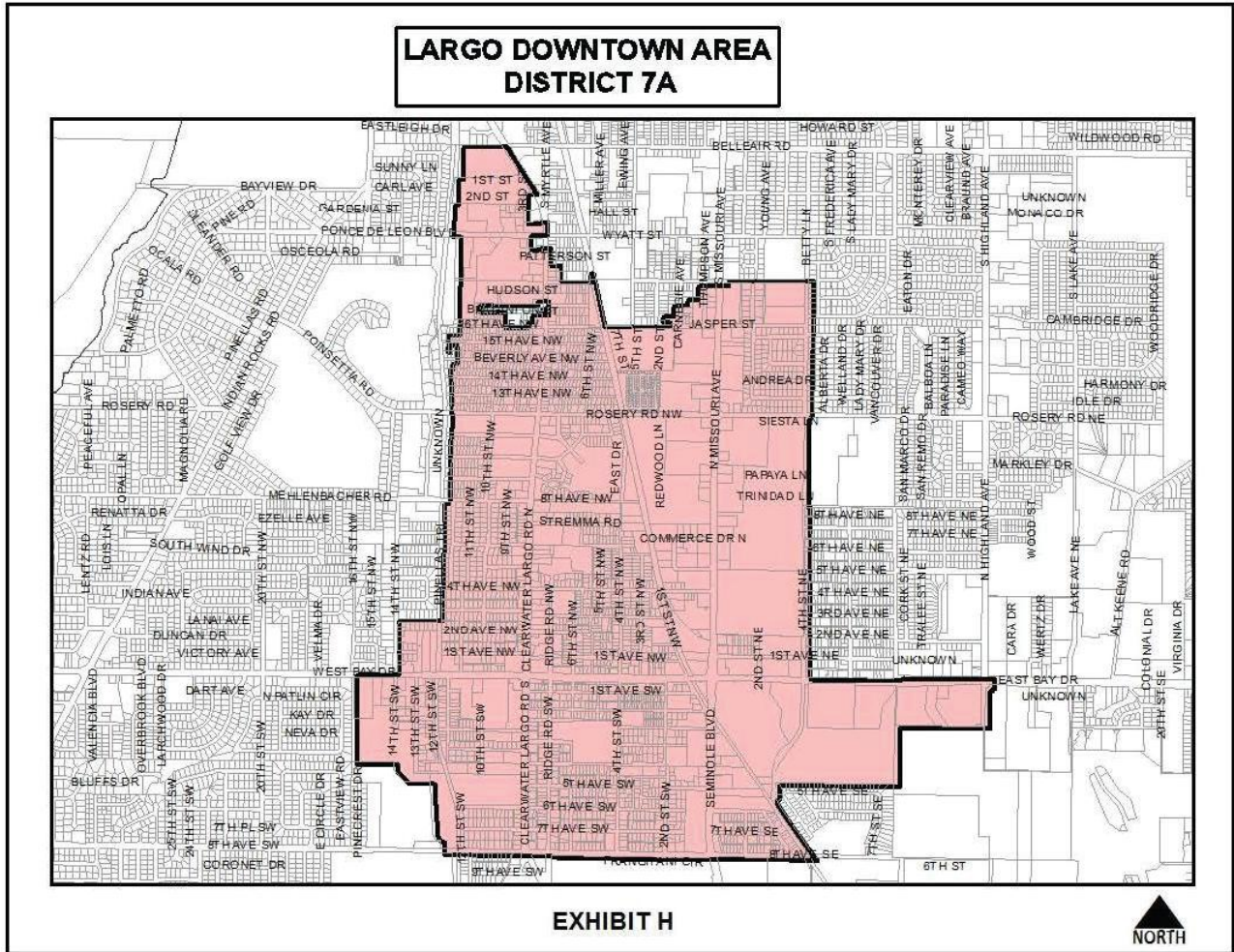


Exhibit H: Largo Downtown Area District 7A



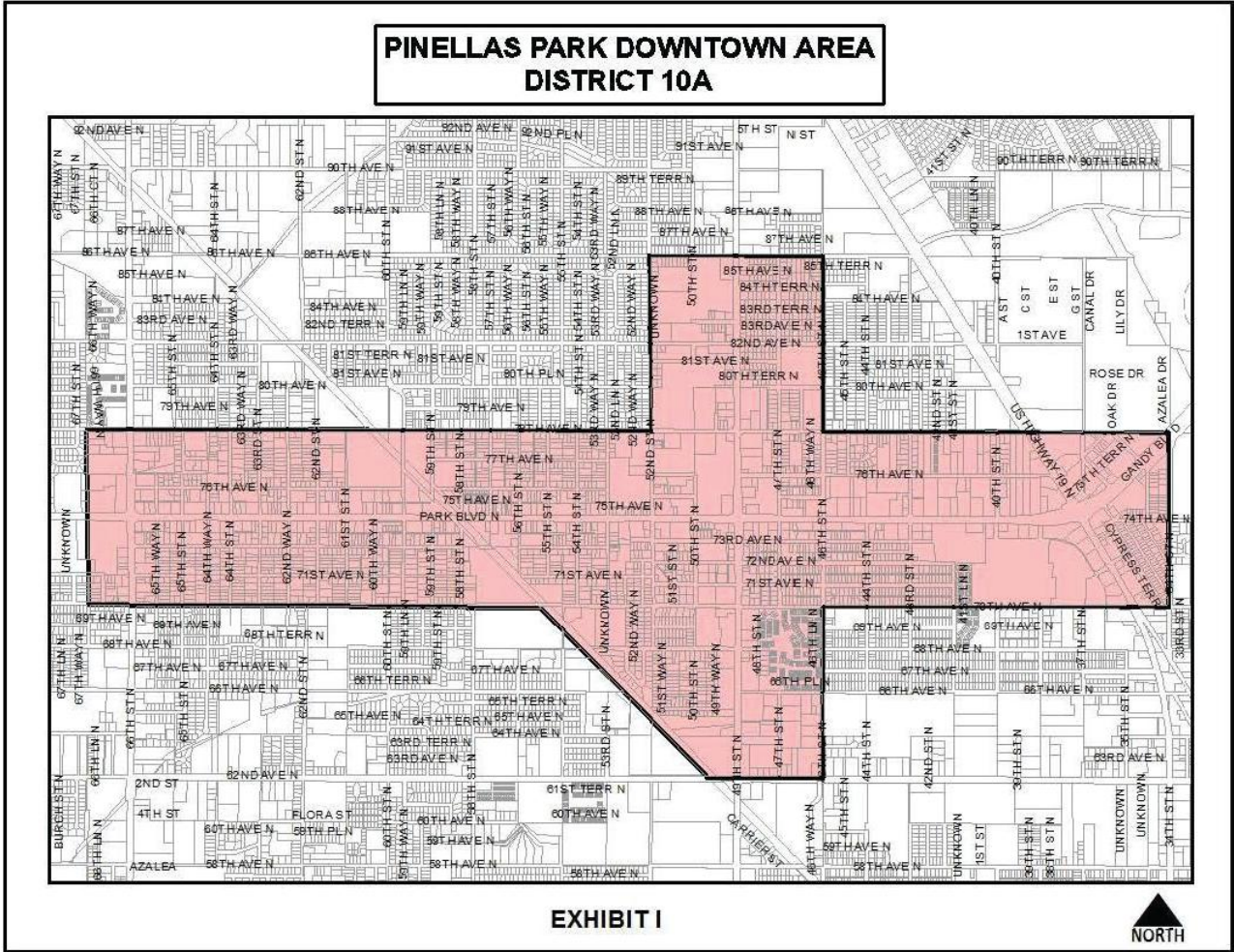
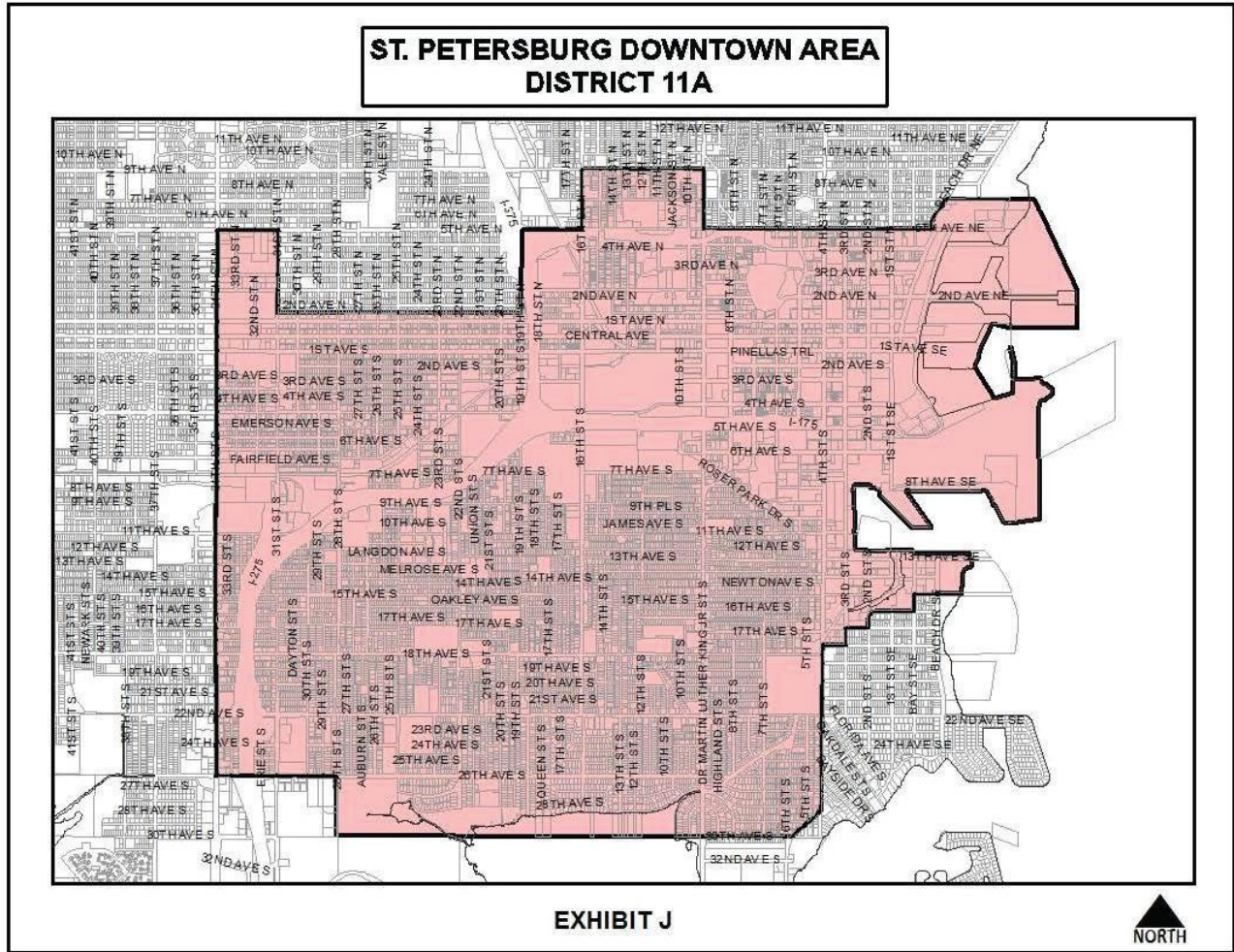


Exhibit I: Pinellas Park Downtown Area District 10A



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



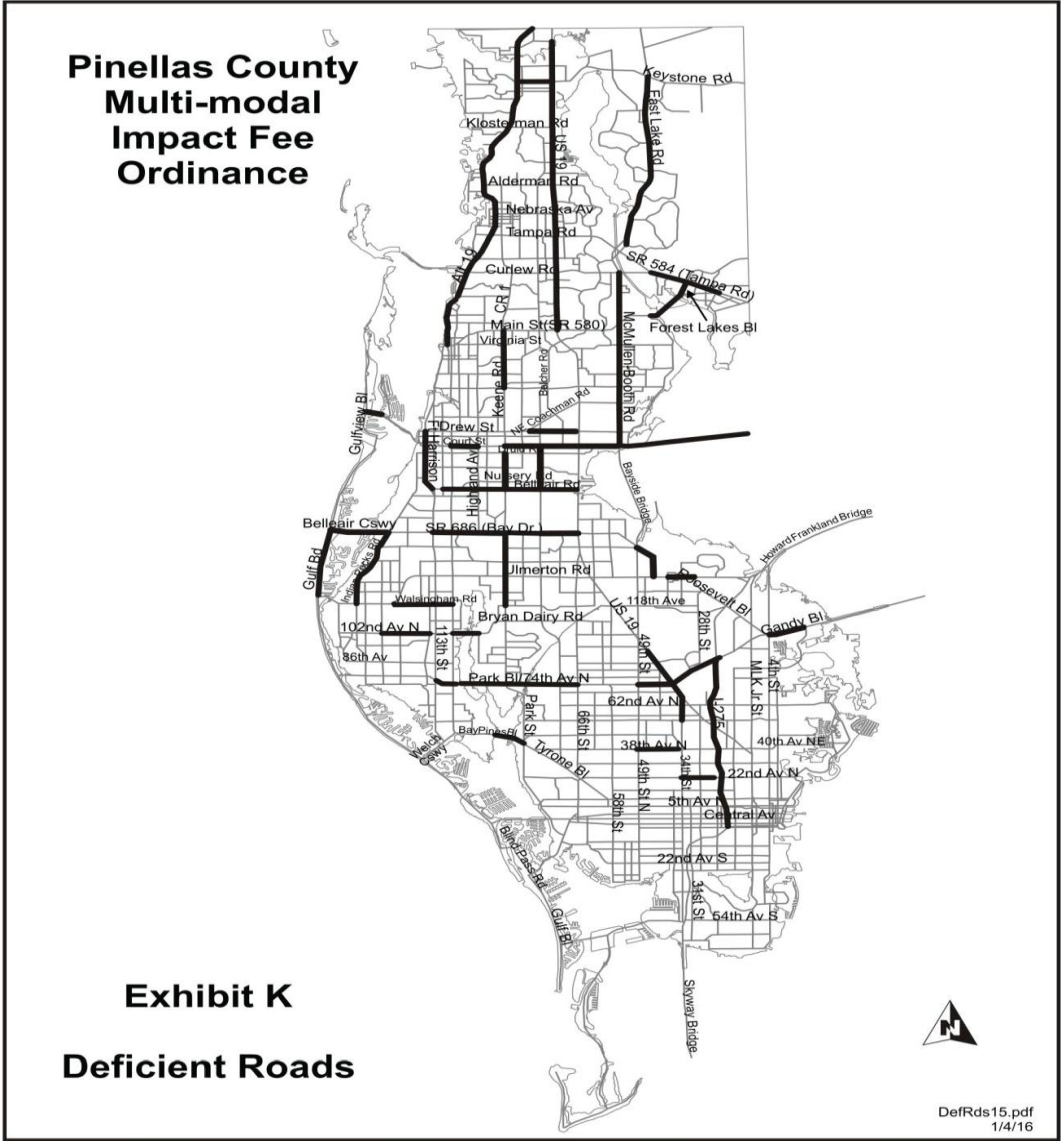


Exhibit K: Deficient Roads

(Ord. No. 16-21, § 17, 3-29-16)

*Footnotes:*

*--- (1) ---*

*Printed herein is the Comprehensive Plan of the city, Ordinance No. 2023-11, as adopted by the board of commissioners on June 14, 2023. Amendments to the ordinance are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original ordinance. Obvious misspellings and punctuation errors have been corrected without notation. Additions made for clarity are indicated by brackets.*

Amendments:		
Ordinance	1179	July 10, 2012
Ordinance	2014-09	November 12, 2014
Ordinance	2016-08	October 11, 2016
Ordinance	2016-09	October 11, 2016
Ordinance	2016-10	October 11, 2016
Ordinance	2020-21	April 14, 2021
Ordinance	2022-18	September 14, 2022
Ordinance	2023-11	June 14, 2023
Ordinance	2023-15	July 12, 2023

1.0 - EXECUTIVE SUMMARY

The City of Madeira Beach conducted an evaluation and appraisal of this Comprehensive Plan (EAR) from 2019 through 2023. Recommendations resulted from that evaluation process and formed the basis for amending this Comprehensive Plan. This amendment to the Comprehensive Plan updates the entire plan, addressing the recommendations from the evaluation process, revisions to ensure consistency with Forward Pinellas Countywide Plan Rules and the Florida Statutes.

2.0 - PUBLIC PARTICIPATION PROGRAM

The City ensures all participation and procedural requirements of the Florida Statutes are followed. This process began with the Evaluation and Appraisal of the current Comprehensive Plan by the City Planning Commission in their role as the Local Planning Agency (LPA). During this process, citizens had opportunities to review and comment on the evaluation of, and the proposed changes to this Comprehensive Plan.

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

10/17/2022	LPA Workshop/hearing
11/07/2022	LPA Workshop/hearing
11/28/2022	LPA Workshop/hearing
12/05/2022	LPA Workshop/hearing
01/09/2023	LPA Workshop/Transmittal hearing

01/25/2023	Board of Commissioners Workshop	<i>Item 4C.</i>
02/08/2023	Transmittal hearing by the Board of Commissioners	
6/14/2023	Adoption Hearing by the Board of Commissioners	

3.0 - COMPREHENSIVE PLAN ELEMENTS

3.1 - DEFINITIONS

As used in this Comprehensive Plan:

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

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

"Building area" means the total building area within the City according to the Pinellas County Property Appraiser as provided in the field TOTLVGAREA or Total Living (Heated) Area SF in the Pinellas County Property Appraiser's Geographic Information System.

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

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

"City" means the City of Madeira Beach.

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

"Comprehensive Plan" means this City of Madeira Beach Comprehensive Plan as formally adopted by the Board of Commissioners.

"Density" means the measure of permitted residential development expressed as a maximum number of dwelling units per gross acre of land area, excluding public road rights-of-way and submerged lands.

"Development (and redevelopment)" means any building or mineral extraction activity, the making of any material change in the use or appearance of any structure or land, or the dividing, recombination, or subdividing of land lots or parcels.

"Development permit" means any building permit, certification, rezoning, special exception, subdivision approval, variance, zoning permit, or any other official action of the City having the effect of permitting the development of land.

"Floor Area Ratio (FAR)" means a measurement of the intensity of building development on a site. A floor area ratio is the relationship between the gross floor area on a site and the gross land area. The FAR is calculated by adding together the gross floor areas of all buildings on the site and dividing by the gross land area.

"Goal" means the long-term end toward which programs or activities are ultimately directed.

"Impervious Surface Ratio (ISR)" means a measure of the intensity of hard surfaced development on a site. An impervious surface ratio is the relationship between the total impervious surface area on a site and the gross land area. The ISR is calculated by dividing the square footage of the area of all impervious surfaces on the site by the square footage of the gross land area.

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

"Improved municipal facilities and services" means the capital improvements and the operations and personnel associated with the delivery and public use of those capital improvement, e.g., culture and recreation, mobility, and public safety.

"Improved municipal mobility facilities and services" means the land, equipment, facilities, other improvements, and personnel necessary to deliver the City's mobility services.

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

"Land development regulations" means ordinances enacted by the Board of Commissioners for the regulation of any aspect of development a includes any City zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of land, as provided in Section 163.3164, Florida Statutes.

"Level of service" means an indicator of the extent of service provided by, or proposed to be provided by, a facility based on the operating characteristics of the facility.

"Level-of-service standard" indicates the capacity per unit of demand for a given group of improved municipal facilities and services.

"Objective" means a specific, measurable, intermediate end that is achievable and marks progress toward a goal.

"Policy" means the way that programs and activities are conducted to achieve a goal.

"Roadway" means a state- or county-maintained right-of-way. "Strategy" means an approach to implementing a policy to achieve a goal. "Street" means a City-maintained right-of-way.

3.2 - INTRODUCTION

All elements of this Comprehensive Plan, with their respective goals, objectives, policies, and strategies are provided in the following Sections. Text proposed for deletion is indicated in strikethrough. Text proposed for addition is indicated with underlining. The Madeira Beach Comprehensive Plan Maps are located in Madeira Beach Comprehensive Plan Data and Analysis 6.0 APPENDICES. The maps included are 6.1a Madeira Beach Future Land Use Map, 6.1b Madeira Beach Roadway Network Map, 6.1c Madeira Beach Public Transit Map, 6.1d Madeira Beach Active Transportation Map, 6.1e Madeira Beach Coastal High Hazard Area Map, and 6.1f Madeira Beach Environmental Map.

4.0 - FUTURE LAND USE ELEMENT

GOAL 4.1: ENSURE THAT THE RESIDENTIAL/FAMILY AND BEACH COMMUNITY CHARACTER OF THE CITY OF MADEIRA BEACH IS MAINTAINED AND PROTECTED WHILE:

MAXIMIZING THE POTENTIAL FOR ECONOMIC BENEFIT RESULTING FROM THE TOURIST TRADE AND THE ENJOYMENT OF NATURAL AND MAN-MADE RESOURCES BY CITIZENS AND VISITORS;

MINIMIZING THE THREAT TO HEALTH, SAFETY, AND WELFARE POSED BY HAZARDS, NUISANCES, INCOMPATIBLE LAND USES, AND ENVIRONMENTAL DEGRADATION; MAXIMIZING LAND DEVELOPMENT THAT RESPECTS NECESSARY ECOLOGICAL FUNCTIONS AND SUITABILITY FOR URBAN DEVELOPMENT;

PRESERVING OR IMPROVING THE COMMUNITY'S NATURAL RESOURCES AND VALUABLE AMENITIES;

ENCOURAGING AN ORDERLY AND AESTHETIC MIX OF LAND USES BY ALLOWING NEW DEVELOPMENT AND REDEVELOPMENT THAT WILL ENHANCE AND PROTECT THE CITY'S EXISTING CHARACTER; AND

PROVIDING A COMPREHENSIVE PLAN THAT IS FLEXIBLE AND INCORPORATES CHANGING COMMUNITY VALUES AND ATTITUDES.

Objective 4.1.1:

Ensure that redevelopment and new development occurs in planned areas at the appropriate densities and intensities as indicated on, and consistent with the 6.1a Madeira Beach Future Land Use Map.

Policy 4.1.1.1:

The future land use plan categories identified and defined in this policy govern development within the City. These future land use plan categories are consistent with primary and secondary uses and maximum intensity standards listed in the Forward Pinellas Countywide Rules, except as specifically modified herein.

Madeira Beach Future Land Use Category	Permitted Uses	Density/Intensity Standards	Countywide Plan Map Categories
Residential Urban (RU)	<ul style="list-style-type: none"> <li>Residential</li> <li>Public Education Facilities</li> <li>Recreation/Open Space</li> </ul>	<ul style="list-style-type: none"> <li>Residential <u>7.5</u> UPA</li> <li>Nonresidential FAR 0.5</li> <li>ISR 0.65</li> </ul>	Residential Low Medium (RLM)

Residential Medium (RM)	<ul style="list-style-type: none"> <li>• Residential</li> <li>• Public Education Facilities</li> <li>• Institutional****</li> <li>• Vacation Rental</li> <li>• Recreation/Open Space</li> </ul>	<ul style="list-style-type: none"> <li>• Residential 15 UPA</li> <li>• Nonresidential FAR 0.5</li> <li>• ISR 0.70</li> </ul>	Residential M (RM) <span style="border: 1px solid black; padding: 2px;">Item 4C.</span>
Resort Facilities Medium (RFM)	<ul style="list-style-type: none"> <li>• Residential</li> <li>• Temporary Lodging</li> <li>• Vacation Rental</li> <li>• Personal Service/Office Support</li> <li>• Retail Commercial</li> <li>• Commercial Recreation</li> <li>• Recreation/Open Space</li> </ul>	<ul style="list-style-type: none"> <li>• Residential and Vacation Rental 18 UPA</li> <li>• Temporary Lodging 50 UPA</li> <li>• Other Uses FAR 0.55</li> <li>• ISR 0.85</li> </ul>	Resort (R)
		<p><i>Alternative Temporary Lodging Use Standard*</i></p> <ul style="list-style-type: none"> <li>• Temporary Lodging 60 UPA</li> <li>• Total FAR 2.0</li> <li>• ISR 0.85</li> </ul>	
Residential/Office/Retail (R/O/R)	<ul style="list-style-type: none"> <li>• Office</li> <li>• Personal Service/Office Support</li> <li>• Retail Commercial</li> <li>• Commercial/Business Service</li> <li>• Commercial Recreation</li> <li>• Residential</li> <li>• Vacation Rental</li> <li>• Temporary Lodging</li> <li>• Recreation/Open Space</li> </ul>	<ul style="list-style-type: none"> <li>• Residential and Vacation Rental 18 UPA</li> <li>• Temporary Lodging 40 UPA</li> <li>• Other Uses FAR 0.55</li> <li>• ISR 0.85</li> </ul>	Retail & Services (R&S)
		<p><i>Alternative Temporary Lodging Use Standard*</i></p> <ul style="list-style-type: none"> <li>• Temporary Lodging 60 UPA</li> <li>• Total FAR <u>1.2</u></li> <li>• ISR 0.85</li> </ul>	

Item 4C.

<p>Commercial General (CG)</p>	<ul style="list-style-type: none"> <li>• Office</li> <li>• Personal Service/Office Support</li> <li>• Retail Commercial</li> <li>• Commercial/Business Service</li> <li>• Commercial Recreation</li> <li>• Residential</li> <li>• Vacation Rental</li> <li>• Temporary Lodging</li> <li>• Recreation/Open Space</li> <li>• Storage/Warehouse/Distribution - Light</li> <li>• Institutional***</li> <li>• Transportation/Utility ***</li> <li>• Ancillary Nonresidential ***</li> </ul>	<ul style="list-style-type: none"> <li>• Residential and Vacation Rental 15 UPA</li> <li>• Temporary Lodging 40 UPA</li> <li>• Other Uses FAR 0.55</li> <li>• ISR 0.85</li> </ul>	
		<p><i>Alternative Temporary Lodging Use Standard*</i></p> <ul style="list-style-type: none"> <li>• Temporary Lodging 60 UPA</li> <li>• Total FAR <u>1.2</u></li> <li>• ISR 0.85</li> </ul>	
<p>Institutional (I)</p>	<ul style="list-style-type: none"> <li>• Institutional</li> <li>• Residential</li> </ul>	<ul style="list-style-type: none"> <li>• Residential 10 UPA</li> <li>• FAR 0.65</li> <li>• ISR 0.70</li> </ul>	<p>Public/Semi-Public (P/SP)</p>
<p>Transportation/Utility (T/U)</p>	<ul style="list-style-type: none"> <li>• Transportation/Utility</li> </ul>	<ul style="list-style-type: none"> <li>• FAR 0.70</li> <li>• ISR 0.70</li> </ul>	
<p>Recreation/Open Space (R/OS)</p>	<ul style="list-style-type: none"> <li>• Recreation/Open Space</li> </ul>	<ul style="list-style-type: none"> <li>• FAR 0.25</li> <li>• ISR 0.60</li> </ul>	<p>Recreation/ Open Space (R/OS)</p>
<p>Preservation (P)</p>	<ul style="list-style-type: none"> <li>• Preservation</li> <li>• Water Supply</li> </ul>	<ul style="list-style-type: none"> <li>• Preservation FAR 0.1</li> <li>• Water Supply FAR 0.25</li> <li>• Preservation ISR 0.20</li> <li>• Water Supply ISR 0.50</li> </ul>	<p>Preservation (P)</p>
<p>Planned Redevelopment-Mixed Use (PR-MU)</p>	<ul style="list-style-type: none"> <li>• Residential</li> <li>• Temporary Lodging</li> <li>• Vacation Rental</li> <li>• Retail Commercial</li> <li>• Commercial Recreation</li> <li>• Business Office and Financial Services</li> <li>• Restaurants</li> <li>• Office Use</li> <li>• Personal Service/Office Support Use</li> </ul>	<p>See Madeira Beach Town Center Special Area Plan</p>	<p>Activity Center (AC)</p>

Resort Facilities High (RFH)**	<ul style="list-style-type: none"> <li>• Temporary Lodging</li> <li>• Restaurant</li> <li>• Retail Commercial</li> <li>• Commercial Recreation</li> <li>• Personal Service/Office Support Use</li> </ul>	<p><i>Less than 1-acre</i></p> <p><i>Temporary Lodging</i></p> <ul style="list-style-type: none"> <li>• Temporary Lodging 75 UPA</li> <li>• Total FAR 2.0</li> <li>• ISR 0.95</li> </ul>	
		<p><i>Between 1-acre and 3-acres</i></p> <p><i>Temporary Lodging</i></p> <ul style="list-style-type: none"> <li>• Temporary Lodging 100 UPA</li> <li>• Total FAR <u>3.0</u></li> <li>• ISR 0.95</li> </ul>	
		<p><i>Greater than three acres</i></p> <p><i>Temporary Lodging</i></p> <ul style="list-style-type: none"> <li>• Temporary Lodging 125 UPA</li> <li>• Total FAR <u>4.0</u></li> <li>• ISR 0.95</li> </ul>	
Activity Center	<ul style="list-style-type: none"> <li>• Residential</li> <li>• Vacation Rental</li> <li>• Temporary Lodging</li> <li>• Retail Commercial</li> <li>• Commercial Recreation</li> <li>• Business Office and financial services</li> <li>• Office Use</li> <li>• Personal Service/Office Support Use</li> </ul>	Requires an approved Special Area Plan that details UPA, FAR, and ISR	

\*A Development Agreement is required by the City's land development regulations and Forward Pinellas' Countywide Rules to use the Alternative Temporary Lodging Use Standard. The Development Agreement must follow all required standards in the Countywide Rules to use the Alternative Temporary Lodging Use Standards. When using Alternative Temporary Lodging Use Standards, the Floor Area Ratio accounts for the entire project as detailed in the Countywide Rules.

\*\*RFH must only be used as an Alternative Temporary Lodging Use Standard in the PR-MU as detailed in the Madeira Beach Town Center Special Area Plan. A rezone to PD and accompanying Development Agreement are required to use the RFH Category. The Development Agreement must follow all required standards in the Countywide Rules to use the Alternative Temporary Lodging Use Standards. When using Alternative Temporary Lodging Use Standards, the Floor Area Ratio accounts for the entire project as detailed in the Countywide Rules.

\*\*\*Permitted Uses Subject to Acreage Thresholds Uses Subject to Five Acre Maximum - Institutional; Transportation/Utility; Ancillary Nonresidential

\*\*\*\*Uses Subject to Five Acre Maximum - Institutional (except Public Educational Facilities which are not subject to this threshold, pursuant to the provisions of Section 6.5.4.2 in the Countywide Rules).

**Policy 4.1.1.2:**

Zoning districts that define specific uses and development densities and intensities implementing these future land use plan categories are included within the City of Madeira Beach land development regulations.

**Objective 4.1.2:**

New development and redevelopment is managed by implementing and enforcing of the land development regulations consistent with this Comprehensive Plan.

**Policy 4.1.2.1:**

The land development regulations contain administrative provisions:

- For the division of lots, the use of land, the protection of environmentally sensitive lands, and flood hazard safety;
- That implement guidelines for the administration of those future land use plan categories adopted by the City of Madeira Beach;
- Ensuring that applications for development approval are subject to site plan review, except for single-family, duplex, and triplex dwelling units;
- Ensuring that all development is consistent with regulations adopted by the State of Florida, Pinellas County, and other agencies with jurisdictional responsibilities for coastal construction, as amended;
- Ensuring that minimum criteria established by the Southwest Florida Water Management District and other governmental agencies with jurisdictional responsibilities for drainage and stormwater management, as amended; and
- Ensuring that all development is consistent with local and state regulations adopted to participate in the National Flood Insurance Program.

**Policy 4.1.2.2:**

The land development regulations contain design provisions:

- Ensuring compliance with the stormwater requirements of the Southwest Florida
- Water Management District, for the permitted use of either vegetated swales in conjunction with retention ponds or sand filtration and catchment systems where space prohibits the use of retention ponds;
- For drainage and stormwater management, open space, safe and convenient on-site traffic flow, parking, and signage;
- Ensuring the compatibility of adjacent land uses and providing for adequate and appropriate buffering;
- Encouraging the use of native vegetation in the landscaping of multifamily and commercial developments;
- Designed to direct water flows along natural drainage courses and through natural terrain;
- Requiring new development stormwater runoff is routed to protect neighboring property and minimize ecological damage. Compliance with this requirement must be demonstrated by the developer during site plan review; and
- Promoting land development that highlights scenic amenities and ensures public access to the waterfront.

**Policy 4.1.2.3:**

The land development regulations contain stormwater management provisions:

- Ensuring that surface cover vegetation loss during construction is minimized and/or replaced to reduce erosion and flooding;
- To provide that the developer/owner of any new development or redevelopment site is responsible for the on-site management of stormwater runoff in a manner so that post-development runoff rates, volumes, and pollutant loads are minimized and do not exceed pre-development conditions;
- To provide that impervious surfaces are minimized;
- To provide that future drainage outfalls associated with either new development or redevelopment are designed to prevent, to the extent practicable, the direct discharge of runoff into the Intracoastal Waterway or the Gulf of Mexico; and
- To provide that roadways, pipe systems, and stormwater management systems are designed to avoid the alteration of vital habitat areas and minimize interference with surface water or groundwater flow.

**Policy 4.1.2.4:**

The land development regulations contain provisions for development of innovative techniques aimed at preserving the access to and views of the beach by residents of and visitors to this community.



**Policy 4.1.2.5:**

The City will comply with all county, state, and federal regulations governing hurricane evacuation, provision of public beach access, provision of infrastructure in the Coastal Storm Area, regulation of stormwater drainage, protection of wetland vegetation, and protection of species with special status.

**Objective 4.1.3:**

Because Madeira Beach lies within the Coastal Storm Area, the City will limit public expenditures that support development, except restoration or enhancement of natural resources, maintenance or repair of existing infrastructure, or facilities determined by the Board of Commissioners to be an overriding benefit to the City.

**Policy 4.1.3.1:**

The Coastal High Hazard Area is recognized as that portion of the community below the elevation of the category 1 storm surge line as established by the Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. However, the Coastal High Hazard Area defined by the Forward Pinellas Countywide Rules and defined by this Comprehensive Plan and in Policy 4.1.3.2 as the Coastal Storm Area is the regulatory standard for the City and is indicated on the 6.1e Madeira Beach Coastal High Hazard Area Map.

**Policy 4.1.3.2:**

The Coastal Storm Area as the area that includes the following:

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

**Policy 4.1.3.3:**

The Coastal Storm Area as indicated on the 6.1e Madeira Beach Coastal High Hazard Area Map of this Comprehensive Plan, is consistent with the Forward Pinellas Countywide Rules, and is the area within the City where coastal development regulations apply.

**Policy 4.1.3.4:**

The City will not support or finance new local transportation corridors that would encourage further growth or higher permanent population densities within the Coastal Storm Area beyond that anticipated in this Comprehensive Plan, although existing corridors may be maintained or improved as necessary to protect the health, safety, and welfare of the community.

**Policy 4.1.3.5:**

The City will not support sewer and water line extensions or expansions that would encourage further growth or higher permanent population densities within the Coastal Storm Area, except as anticipated within this Comprehensive Plan.

**Policy 4.1.3.6:**

Recognizing that the community is located primarily within the Coastal Storm Area and the 100-year floodplain, the City will strictly enforce all appropriate federal, state, and local coastal construction codes, coastal setback requirements, the Coastal Construction Control Line, facility siting restrictions, and floodplain management regulations.

**Policy 4.1.3.7:**

Special care facilities, such as hospitals and nursing homes, are prohibited in the Coastal Storm Area. Assisted living facilities are discouraged in the Coastal Storm Area unless adequate provisions for safe and efficient evacuation and shelter are ensured.

**Objective 4.1.4:**

Due to its location in the Coastal Storm Area, the City will not increase permanent densities above those established in this Comprehensive Plan, as indicated by with the 6.1a Madeira Beach Future Land Use Map.

**Policy 4.1.4.1:**

Maintain or reduce allowable permanent density in the Coastal Storm Area, consistent with the 6.1a Madeira Beach Future Land Use Map.

**Policy 4.1.4.2:**

Continue to implement growth management standards limiting development to currently planned densities and intensities within the Coastal Storm Area, consistent with the 6.1a Madeira Beach Future Land Use Map.

**Policy 4.1.4.3:**

Continue to seek opportunities for public land acquisition and management for recreation, conservation, and preservation areas within the Coastal Storm Area.

**Policy 4.1.4.4:**

Review federal and state development projects proposed within the City, and support those that are consistent with this Comprehensive Plan.

**Objective 4.1.5:**

Ensure that new development and redevelopment occurs in accordance with the adopted 6.1a Madeira Beach Future Land Use Map.

**Policy 4.1.5.1:**

Maintain a population level based upon the availability, accessibility, and adequacy of existing and planned public facilities and services, including coordination of development with the availability of water supply.

**Policy 4.1.5.2:**

Provide public and semi-public facilities and services to commercial land uses in accordance with the demand for such facilities and uses generated by existing and new residential development and redevelopment.

**Policy 4.1.5.3:**

Ensure the scale of proposed development is appropriate to the level of accessibility with more intensive development located in those areas with higher accessibility.

**Policy 4.1.5.4:**

Ensure development and redevelopment maximize scenic amenities and cultural facilities and provide for public access.

**Policy 4.1.5.5:**

Promote pedestrian-oriented areas within concentrated development and activity areas.

**Policy 4.1.5.6:**

Reduce conflicts between traffic movement and Intracoastal Waterway bridge openings.

**Policy 4.1.5.7:**

Minimize existing and potential traffic hazards by coordinating land use and traffic circulation decisions.

**Objective 4.1.6:**

Assist property owners in the identification, preservation, and protection of historical and architecturally significant archaeological sites, housing, and structures as they are identified.

**Policy 4.1.6.1:**

Assist property owners in identifying historically significant archaeological sites, housing, and structures by providing referral to the appropriate governmental agency(ies).

**Policy 4.1.6.2:**

Refer property owners of historically significant archaeological sites, housing, and structures to Pinellas County for assistance in applying for and utilizing state and federal assistance programs.

**Policy 4.1.6.3:**

Through the site plan review process, ensure that all new development/and redevelopment occurring in the area of known historical significant archaeological sites, housing, and structures is consistent with protection measures recommended by the Florida Department of State.

**Objective 4.1.7:**

Maintain the integrity and quality of life, as exhibited by the continuation of the city's beach community, family-oriented, residential character in residential neighborhoods.

**Policy 4.1.7.1:**

Encourage a balanced land use mix providing for a variety of housing styles, densities, and access to services and open space.

**Policy 4.1.7.2:**

Encourage residential developments designed to meet the housing needs of varying income level households.

**Policy 4.1.7.3:**

Ensure that existing residential land uses are protected from the encroachment of incompatible activities; likewise, protect other land uses from the encroachment of incompatible residential activities.

**Policy 4.1.7.4:**

Future land development patterns must recognize and support the preservation of residential neighborhoods.

**Policy 4.1.7.5:**

Enforce provisions requiring residential land uses be located and designed to protect life and property from natural and manmade hazards such as flooding, excessive traffic, subsidence, noxious odors, noise, and deterioration of structures.

**Policy 4.1.7.6:**

Residential land uses must be compatible with the type and scale of surrounding land uses.

**Policy 4.1.7.7:**

Require buffering and open space in residential land uses, as appropriate.

**Policy 4.1.7.8:**

Enforce procedures that enhance the quality of existing housing stock and neighborhoods and promote the revitalization of older areas where conditions warrant.

**Objective 4.1.8:**

Commercial and mixed-use development compatible with environmental and economic resources must be planned consistent with this Comprehensive Plan, 6.1a Madeira Beach Future Land Use Map the land development regulations, and be in keeping with the needs and character of the community and its surrounding area.

**Policy 4.1.8.1:**

Enforce requirements that encourage mixed-use development within the Residential/Office/Retail future land use plan category and discourage single-use developments.

**Policy 4.1.8.2:**

Ensure that within any mixed-use development proper separation and buffering is required and maintained between residential and nonresidential land uses and is installed when a change of use or increase in intensity occurs.

**Policy 4.1.8.3:**

Promote commercial development in areas where a projected demand for those uses exists, where the use is compatible with the surrounding area, and where existing or programmed facilities will not be overburdened, by matching planned commercial land uses to the projected demand for such commercial uses.

**Policy 4.1.8.4:**

Commercial land uses must be located to ensure compatibility with the type and scale of surrounding land uses and where existing programmed public facilities are not diminished below the adopted level-of-service.

**Policy 4.1.8.5:**

Commercial facilities must be located to serve residential land uses without disrupting neighborhood quality of life.

**Policy 4.1.8.6:**

Commercial development west of Gulf Boulevard is limited to only those uses associated with seasonal tourist accommodations, excluding general retail uses.

**Policy 4.1.8.7:**

Encourage tourist-related development and redevelopment to reflect the city's beach community character.

**Policy 4.1.8.8:**

Enforce requirements that tourist accommodations, at a density appropriate for each zoning district, are located in the Residential/Office/Retail, Resort Facilities Medium, and Resort Facilities High future land use plan categories.

**Policy 4.1.8.9:**

Prevent development of seasonal tourist facilities within the Resort Facilities Medium and Resort Facilities High future land use plan categories from circumventing the residential density limitations established by this Comprehensive Plan.

**Policy 4.1.8.10:**

Ancillary commercial uses may be incorporated into the Resort Facilities Medium and Resort Facilities High future land use plan categories.

**Policy 4.1.8.11:**

Ensure that commercial developments separate pedestrian and vehicular traffic and provide adequate off-street parking and loading areas.

**Policy 4.1.8.12:**

In cooperation with the Florida Department of Transportation and Pinellas County, regulate to the fullest extent direct access to, and control the number and location of curb cuts along, existing and planned local streets and county and state roads.

**Policy 4.1.8.13:**

Encourage the concentration or clustering of commercial development.

**Objective 4.1.9:**

Redevelopment that is designed and constructed as orderly, planned, mixed-use development featuring pedestrian friendly design and protection of the natural environment.

**Policy 4.1.9.1:**

Redevelopment is encouraged in the following areas:

- The area of 137th Avenue Circle, east of Gulf Boulevard.
- The Madeira Way Redevelopment Area—the area formed by Gulf Boulevard, 153rd Avenue, Madeira Way, and 150th Avenue to the Tom Stuart Causeway Bridge.

**Policy 4.1.9.2:**

Redevelopment is encouraged in those areas zoned R-1 and R-2 where the existing density exceeds that permitted on the 6.1a Madeira Beach Future Land Use Map.

**Policy 4.1.9.3:**

Enforce provisions that encourage redevelopment and revitalization through the use of the Residential/Office/Retail future land use plan category.

**Policy 4.1.9.4:**

In order to ensure the continued maintenance of its beach residential character, address opportunities and incentives for the rehabilitation and revitalization of existing residential structures, including encouraging National Flood Insurance Program (NFIP)-compliant residential construction.

**Policy 4.1.9.5:**

Encourage new development and redevelopment that is feasible within the financial limitations and administrative constraints associated with the increased need for public facilities and services.

**Policy 4.1.9.6:**

Recognize John's Pass Village for its unique opportunities for commerce, employment, housing, and tourism and encourage redevelopment and revitalization, and assist in maintaining the beach community theme.

**Policy 4.1.9.7:**

(Reserved)

**Policy 4.1.9.8:**

Redevelopment within the area adjacent to John's Pass Village and east of Pelican Lane must be in character with the overall design theme of the area.

**Policy 4.1.9.9:**

Allow zero lot line, cluster, or other nontraditional lot layout or site design for redevelopment and revitalization of John's Pass Village.

**Objective 4.1.10:**

Maintain city entranceways and roadways in cooperation with the Florida Department of Transportation and Pinellas County.

**Policy 4.1.10.1:**

City entranceway areas will include mixed uses that support water-related activities and reflect the city's beach community character.

**Policy 4.1.10.2:**

As part of a beautification effort, cooperate with service providers and Pinellas County to establish a plan for the eventual burial of all utility lines.

**Policy 4.1.10.3:**

Coordinate with the Florida Department of Transportation to install landscaped medians within the Gulf Boulevard right-of-way.

**Objective 4.1.11:**

Existing land uses, lots, and structures that are inconsistent with this Comprehensive Plan are nonconforming.

**Policy 4.1.11.1:**

Those commercial and residential land uses, lots, and structures existing on the effective date of this Comprehensive Plan, that were conforming prior to adoption and are nonconforming, are allowed to continue provided that the land use, lot, or structure complies with the land development regulations.

**Policy 4.1.11.2:**

Enforce regulations for reestablishing uses after an involuntary loss.

**Policy 4.1.11.3:**

Enforce regulations for buffering incompatible or nonconforming land uses or structures.

**Objective 4.1.12:**

All development orders and permits for new development and redevelopment activities may be issued only if public facilities necessary to meet the level-of-service standards adopted pursuant to this Comprehensive Plan are available concurrent with the impacts of the development.

**Policy 4.1.12.1:**

Ensure that all new development and redevelopment does not result in a reduction of the level-of-service standards established and adopted by this Comprehensive Plan.

**Policy 4.1.12.2:**

The development of residential and commercial land must be timed and staged in conjunction with the provision of supporting community facilities consistent with the adopted levels of service contained in the Capital Improvements Element of this Comprehensive Plan.

**Policy 4.1.12.3:**

Public facilities and utilities must be located to maximize the efficiency of services provided, minimize their cost, and minimize their impacts on the natural environment.

**Policy 4.1.12.4:**

Public and other essential services and facilities including public utilities that serve the health, safety, or welfare of the general public are allowed in all future land use plan categories, excluding areas designated Preservation.

**Objective 4.1.13:**

Continue to ensure the availability of suitable land for utility facilities necessary to support proposed new development and redevelopment.

**Policy 4.1.13.1:**

Ensure that adequate land is available for the maintenance of those public utility facilities provided by the city needed to accommodate proposed new development and redevelopment.

**Policy 4.1.13.2:**

Cooperate with those public utilities providing service to the community to ensure that adequate land is available for those facilities that support proposed new development and redevelopment.

**Policy 4.1.13.3:**

Consistent with state law, new electric substations are permissible in all future land use plan categories in the city, excluding areas designated Preservation.

**Objective 4.1.14:**

Support efforts that facilitate coordination of planning between the City and the School Board for the location and development of public educational facilities.

**Policy 4.1.14.1:**

Implement the provisions of the approved Interlocal Agreement with the School Board of Pinellas County regarding coordination of land use and public school facilities planning.

**Policy 4.1.14.2:**

Public educational facilities of the School Board are an allowable use in the following future land use plan categories:

Residential Urban

Residential Medium

Institutional

**Objective 4.1.15:**

In accordance with Chapter 171, Florida Statutes, annex appropriate adjacent unincorporated areas provided that landowner(s) of request annexation and the revenues and costs of annexation will not burden existing city residents.

Item 4C.

**Policy 4.1.15.1:**

Evaluate proposed annexations for compatibility to ensure that growth resulting from future annexations does not have an adverse effect on the character of the community.

**Policy 4.1.15.2:**

Evaluate proposed annexations for compliance with adopted level-of-service standards to ensure that growth resulting from future annexations does not have an adverse impact on the availability of services and facilities to existing and future residents.

**Objective 4.1.16:**

Achieve open space protection, in part, through the enforcement of view corridors along Gulf Boulevard. The land development regulations will provide standards to implement this objective.

**Policy 4.1.16.1:**

Enforce regulations that preserve view corridors by keeping designated areas clear of buildings, accessory structures, and structured parking.

**Policy 4.1.16.2:**

Enforce regulations that further maintain open space and view corridors with increased landscaping to reduce impervious surfaces and pedestrian access as one means of reducing the need for parking. Ensure pedestrian access between Gulf Boulevard and the Gulf of Mexico, in part, through the provision of pedestrian access easements. The land development regulations will ensure protection of a clear visibility area between three to ten feet (3' to 10') high.

**Objective 4.1.17:**

Recognize private property rights pursuant to Sections 70.001 and 70.51, Florida Statutes.

**Policy 4.1.17.1:**

Prepare and adopt, as necessary, procedures for the appeal process outlined in the Bert J. Harris, Jr. Private Property Rights Protection Act and the Florida Land Use and Environmental Dispute Resolution Act.

**GOAL 4.2:** TO COMPLY WITH CHAPTER 88-464, LAWS OF FLORIDA, AS AMENDED, BY PARTICIPATING IN THE COUNTYWIDE PLANNING PROCESS THROUGH REPRESENTATION ON AND COORDINATION WITH FORWARD PINELLAS, TO ENSURE CONSISTENCY BETWEEN THE CITY OF MADEIRA BEACH COMPREHENSIVE PLAN AND THE UPDATED COUNTYWIDE PLAN FOR PINELLAS COUNTY AND COUNTYWIDE RULES.

**Objective 4.2.1:**

Consistency of the Future Land Use Element of this Comprehensive Plan with the Countywide Plan Map and the Countywide Rules Concerning the Administration of the Countywide Rules, as amended.

**Policy 4.2.1.1:**

Per Chapter 88-464, Laws of Florida, as amended, the city land development regulations contain density and intensity standards and other standards consistent with the Rules Concerning the Administration of the Countywide Rules, as amended, including criteria and standards for nomenclature, continuum of plan classifications and categories, use and locational characteristics, map delineation, other standards, and special rules.

**Policy 4.2.1.2:**

Consistent with the foregoing policies, the City has and will maintain appropriate regulatory mechanisms to implement development agreements.

**Policy 4.2.1.3:**

Provisions for development agreements encourage new development and redevelopment consistent with this Comprehensive Plan, particularly to facilitate viable tourist-related facilities.

**Policy 4.2.1.4:**

Develop and maintain appropriate procedures and standards to govern development agreements in the land development regulations.

( Ord. No. 2023-15, § 1, 7-12-23; 2023-22, § 1, 12-13-23)

**5.0 - MOBILITY ELEMENT**

**GOAL 5.1:** PROVIDE FOR A SAFE, CONVENIENT, AND ENERGY EFFICIENT MULTIMODAL TRANSPORTATION SYSTEM THAT SERVES TO INCREASE MOBILITY, REDUCE THE INCIDENCE OF SINGLE-OCCUPANT VEHICLES, EFFICIENTLY UTILIZE PINELLAS COUNTY ROADWAY AND IMPROVED MUNICIPAL MOBILITY FACILITIES AND SERVICES CAPACITY, REDUCE THE CONTRIBUTION TO AIR POLLUTION FROM MOTORIZED VEHICLES, AND IMPROVE THE QUALITY OF LIFE FOR THE CITIZENS AND VISITORS.

**Objective 5.1.1:**

Maintain the performance of the major road network and level-of-service standards for improved municipal mobility facilities and services within the City, while furthering development of an intermodal transportation system that increases mobility for bicyclists, pedestrians, transit users, motorists, and local mobility.

**Policy 5.1.1.1:**

Develop effective City-wide parking strategies, including intermodal terminals with structured parking—convertible to other uses as mobility preferences change—to accommodate growth trends and travel patterns, and interactions between land use and mobility.

**Policy 5.1.1.2:**

Coordinate with and participate in Pinellas County, the Metropolitan Planning Organization (MPO), and state planning to ensure most effective and timely efforts to evolve Gulf Boulevard (S.R. 669) to achieve this Comprehensive Plan's Goals, Objectives, Policies, and Strategies.

**Policy 5.1.1.3:**

The land development regulations will emphasize pedestrian mobility in all aspects of the mobility system.

**Objective 5.1.2:**

Coordinate mobility planning with the Future Land Use and Transportation Map, growth trends, travel patterns, and interactions between land use and mobility.

**Policy 5.1.2.1:**

Manage the impacts of new land development and redevelopment projects and increase mobility by implementing this Comprehensive Plan's goals, objectives, policies, and strategies, through the site plan review process of the land development regulations in accordance with this Comprehensive Plan and the Pinellas County Mobility Plan.

**Policy 5.1.2.2:**

Advocate that any design for redevelopment or replacement of the John's Pass Bridge must fit within the existing "footprint" of the current bridge and be financially feasible with regard to public investment over the lifespan of the proposed replacement facility.

**Objective 5.1.3:**

Emphasize safety and aesthetics in improved municipal mobility facilities and services when addressing projected intermodal deficiencies and needs.

**Policy 5.1.3.1:**

Enforce the land development regulations requiring that new development and redevelopment that impacts "deficient" roadways including facilities operating at peak hour level of service (LOS) E and F and/or volume-to-capacity (v/c) ratio of 0.9 or greater—to ensure that development that generates more than 51 peak hour trips does not occur without providing for a mitigating improvement scheduled for construction within three (3) years.

**Policy 5.1.3.2:**

Coordinate with the Community Transportation Coordinator (Pinellas County MPO) to provide transportation disadvantaged services.



**Policy 5.1.3.3:**

In cooperation and coordination with FDOT, the MPO, and Pinellas County, redesign the intersection of Tom Stuart Causeway (S.R. 666) and Duhme Road to serve as the gateway to Madeira Beach and the Gulf barrier islands, and announce their role as a Floridian cultural and recreational destination, accommodating and prioritizing access to the beach communities through focused, intermodal, non-motorized, pedestrian-safe mobility.

**Objective 5.1.4:**

Coordinate improved municipal mobility facilities and services planning with the Pinellas County Mobility Plan, the FDOT Long-Range and 5-Year Transportation Plans, the MPO 5-Year Transportation Improvement Program (TIP) and Long-Range Transportation Plan (LRTP), the plans of neighboring jurisdictions, and this Comprehensive Plan's level-of-service standards and mobility facilities and services needs based upon the future land use map and the projected integrated mobility system.

**Policy 5.1.4.1:**

Acquire, identify, protect, or reserve rights-of-way for improved municipal mobility facilities and services.

**Policy 5.1.4.2:**

Enforce the City of Madeira Beach Charter requirement of a referendum vote to vacate existing rights-of-way.

**Policy 5.1.4.3:**

Utilize areawide proportionate-share development fee revenue to improve and support the adopted level-of-service standards for improved municipal mobility facilities and services.

**Policy 5.1.4.4:**

Enforce the land development regulations minimum construction and other regulatory requirements for new and existing improved municipal mobility facilities and services.

**Policy 5.1.4.5:**

Review subsequent versions of the FDOT and the MPO 5-Year TIP and Long-Range Transportation Plan in order to modify or update this Comprehensive Plan.

**Policy 5.1.4.6:**

Review the mobility and transportation elements of neighboring jurisdictions and Pinellas County comprehensive plans, as they are amended, for compatibility with this Comprehensive Plan.

**Objective 5.1.5:**

Correct any existing improved municipal mobility facility and service deficiencies, meet the identified needs of the projected mobility system, and advance the relevant purpose of F.S. Ch. 163 and this Comprehensive Plan.

**Policy 5.1.5.1:**

Cooperate with the MPO, Pinellas County, and other local governments to complete any subsequent update of the Pinellas County Multimodal Impact Fee Ordinance through the MPO planning process, including review by the MPO Technical Coordinating Committee and Policy Board.

**Policy 5.1.5.2:**

Utilize Pinellas County mobility impact fee revenue to fund multimodal improvements to municipal, county, or state mobility facilities and services that are consistent with this Comprehensive Plan and the MPO LRTP.

**Policy 5.1.5.3:**

Regulate motorized and non-motorized vehicle parking and bicycle and pedestrian ways.

**Policy 5.1.5.4:**

Enforce the land development regulations parking requirements for bicycle and vehicular parking, including on-site traffic flow.

**Policy 5.1.5.5:**

Fund the maintenance of improved municipal mobility facilities and services. The City may fund landscaping improvements to local improved municipal mobility facilities and services.

**Policy 5.1.5.6:**

Enforce the land development regulations street graphic requirements for improved municipal mobility facilities and services.

**Policy 5.1.5.7:**

Monitor accident reports provided by the Pinellas County Sheriff's Office (PCSO) for all collector and arterial roads and improved municipal mobility facilities and services to identify needed safety improvements.

**Policy 5.1.5.8:**

In cooperation with Pinellas County and the Florida Department of Transportation (FDOT), enforce the land development regulations requirements to control connections and driveway access to the roadway system and improved municipal mobility facilities and services.

**Objective 5.1.6:**

Promote and support the development, improvement, and utilization of a convenient, energy efficient, and safe intermodal mobility system including improved municipal mobility facilities and services.

**Policy 5.1.6.1:**

Identify and encourage the use of bicycle and pedestrian facilities.

**Policy 5.1.6.2:**

In coordination with jurisdictional agencies, require accommodation of bicycle and pedestrian mobility connections to other areas and transit, including crosswalks and sidewalks on roadways and streets, as part of the site plan review process of the land development regulations.

**Policy 5.1.6.3:**

The land development regulations will address requirements for wider sidewalks, awnings, overhangs, and visually-engaging shade structures in

association with frequent alternative transportation accommodations (e.g., bus stops, bicycle-share parking, scooters, etc.), street furnishings, and street trees along Gulf Boulevard (S.R. 669) and 150th Avenue (S.R. 666) where consistent with FDOT Complete Street standards.

**Policy 5.1.6.4:**

Pursue Tree City USA designation in conjunction with developing appropriate, distinctive landscape plans for City streets.

**Strategy 5.1.6:** Coordinate with FDOT, the MPO, and Pinellas County to prioritize and program these pedestrian-oriented improvements to Gulf Boulevard whenever opportunities arise:

1. First Priority: The Gulf Boulevard Segments with the 1/4-mile radii of the three (3) intersecting street segments at 130th, 140th, and 150th Avenues.
2. Second Priority: The Gulf Boulevard intersections with 129th Avenue (John's Pass Village), 137th Avenue (Church by the Sea), and Madeira Way.
3. Third Priority: The Gulf Boulevard intersections with 133rd Avenue, 141st Avenue, and 153rd Avenue.

**Policy 5.1.6.5:**

This Comprehensive Plan's Future Land Use Element and the land development regulations will provide opportunities for alternative redevelopment strategies to accomplish a full-scale redevelopment of the City's Marina Property through a floating overlay district and other incentives that may be employed by a private developer in partnership with the City.

**Policy 5.1.6.6:**

Collaborate and partner in efforts to redevelop the City's Marina Property by managing and operating improved municipal mobility facilities and services on the City's Marina Property as a definable location and destination within the City.

**Policy 5.1.6.7:**

(Reserved)

**Policy 5.1.6.8:**

Sidewalks on both sides of Tom Stuart Causeway (S.R. 666) must be designed for pedestrian comfort and safety with planting strips on either side of the street separating the parked vehicles from the sidewalk.

**Objective 5.1.7:**

Explore the provision of centralized, intermodal terminals with structured parking proximate to pedestrian-oriented mixed-use areas.

**Policy 5.1.7.1:**

Intermodal terminals with structured parking—convertible over time to other uses as mobility demands and preferences change—and surface lots must be hidden behind fronting buildings, with ingress and egress features and streets coordinated along the length of Tom Stuart Causeway (S.R. 666), to reduce vehicular traffic conflicts with the pedestrian areas.

**Policy 5.1.7.2:**

The land development regulations will provide options for developers to pay a fee, to be used by the City to develop proximate intermodal terminals structured parking, in lieu of providing the parking spaces otherwise required.

**Objective 5.1.8:**

Coordinate and cooperate with Pinellas County to evacuate expeditiously, orderly, and safely when an evacuation is ordered.

**Policy 5.1.8.1:**

Coordinate with county, regional, state agencies through the MPO to ensure that major evacuation routes are improved when necessary and maintained to evacuate efficiently and safely.

**Policy 5.1.8.2:**

Coordinate pre- and post-disaster event activities with county, regional, state, and federal emergency response agencies to plan for safe and efficient evacuations and re-entries.

**Policy 5.1.8.3:**

Coordinate with Pinellas County, the City of Seminole, and the Town of Redington Beach to implement the adopted Comprehensive Emergency Management Plan.

**Objective 5.1.9:**

Continue to work with the Pinellas Suncoast Transit Authority (PSTA) to increase the efficiency of the fixed-route system by encouraging mass transit use through the site plan review process of the land development regulations in accordance with this Comprehensive Plan and the Pinellas County Mobility Plan.

**Policy 5.1.9.1:**

Coordinate with the MPO, Pinellas County, PSTA, and other local governments to apply the Pinellas County Mobility Plan throughout the City.

**Policy 5.1.9.2:**

Encourage and provide incentives for increased use of improved municipal mobility facilities and services, including PSTA bus and trolley service along major arterials.

**Policy 5.1.9.3:**

This Comprehensive Plan's Future Land Use Element and the land development regulations will provide opportunities for alternative redevelopment strategies that enhance the pedestrian-oriented environment of John's Pass Village through the Planned Development zoning process.

**Policy 5.1.9.4:**

This Comprehensive Plan's Future Land Use Element and the land development regulations will provide opportunities for alternative redevelopment strategies to accomplish a full-scale redevelopment of Pelican Lane through a floating overlay district that may be employed by a private developer in partnership with the City.

**Strategy 5.1.9:**

Collaborate and partner in efforts to redevelop Pelican Lane and Village Boulevard by managing and operating public spaces at either end of Village Boulevard designed to capture a marketable image of John's Pass Village as a definable location and destination within the city, Pinellas County, and the region.

**GOAL 5.2:** MANAGE STORMWATER TO MINIMIZE FLOOD RISK, IMPROVE MOBILITY, AND ENHANCE THE WATER QUALITY OF RECEIVING WATER BODIES.

**Objective 5.2.1:**

Continue to meet all applicable federal, state, and local regulations relating to flood control and water quality in public and private development design and construction.

**Policy 5.2.1.1:**

All new development and redevelopment must adhere to stormwater management requirements of this element and the land development regulations.

**Policy 5.2.1.2:**

All redevelopment must adhere to the stormwater management requirements of this element, excluding:

1. Minor additions, alterations, or improvements that do not increase existing:
  - a. gross floor area by more than five percent (5%), or
  - b. gross vehicular use area by more than 10 percent (10%); and
2. Alterations and repairs, the aggregate cost of which does not exceed 25 percent (25%) of the current fair market value of the structure.

**Objective 5.2.2:**

Maintain adopted level-of-service standards for stormwater management.

**Policy 5.2.2.1:**

The level-of-service standard for stormwater drainage is provided in Policy 13.1.5.4 of this Comprehensive Plan and the land development regulations will require all stormwater management systems be designed to meet or exceed that standard.

**Policy 5.2.2.2:**

New point sources of stormwater pollution will not be permitted except in accordance with the City's adopted Stormwater Master Plan.

**Policy 5.2.2.3:**

The land development regulations will require that the peak flow and total volume of stormwater discharge (discharge rate) of a developed or redeveloped site must not exceed the pre-development conditions of the site.

**Policy 5.2.2.4:**

To the extent practicable, the land development regulations will prohibit the direct discharge of stormwater runoff into open waters.

**Objective 5.2.3:**

Protect and improve surface water quality to meet or exceed the standards established by the SWFWMD, the Florida Department of Environmental Protection, and Chapter 62-25, Florida Administrative Code.

**Policy 5.2.3.1:**

The land development regulations will require new development and redevelopment to retain the first one inch (1") of stormwater runoff from impervious surfaces on site.

**Policy 5.2.3.2:**

The land development regulations will provide standards limiting impervious surface area to promote groundwater filtration, minimize runoff, and stabilize water quality.

**Policy 5.2.3.3:**

The land development regulations will require construction and maintenance methods that do not adversely affect water flow or quality.

**Policy 5.2.3.4:**

The land development regulations will require all new development and redevelopment to meet all applicable federal, state, county, and local regulations and standards relating to stormwater management to ensure water quality.

**Objective 5.2.4:**

Implement the City's Stormwater Master Plan to address drainage and flooding conditions.

**Policy 5.2.4.1:**

The following management techniques may be used for the interim stormwater management strategies:

1. Impervious surfaces must not cover more than 70 percent (70%) of any lot or parcel;
2. Stormwater retentions swales adjacent to mobility facilities and services will be regularly maintained.
3. Front, rear, and side lot stormwater retention swales in site design and construction of new development and redevelopment;
4. Stormwater erosion and runoff control devices during construction;
5. Drainage retention areas in mobility facilities and services and the use of eminent domain condemnation to acquire property for stormwater retention purposes; and
6. Where technically feasible, native marine vegetation must be used for shoreline stabilization.

**Policy 5.2.4.2:**

At minimum, the City's Stormwater Master Plan will include:

1. An inventory and evaluation of those areas with flooding problems;
2. A hydrological survey showing natural and man-made drainage and stormwater management systems;
3. A water quality analysis of drainage and stormwater runoff and its impact on receiving water bodies and groundwater; and
4. A list of recommended corrective measures and the projected implementation costs.

**Objective 5.2.5:**

Implement the Stormwater Master Plan.

**Policy 5.2.5.1:**

The land development regulations will require new development and redevelopment to adhere to the Stormwater Master Plan.

**Policy 5.2.5.2:**

Establish a program for resilient improved municipal mobility facilities and services to conform to the Stormwater Master Plan consistent with budget allocations.

**Policy 5.2.5.3:**

The following mobility facilities and services are top priority for improvements:

Pruitt Drive	Vivian Drive
Bay Point Drive	B. Street

North Bayshore Drive	<i>Item 4C.</i>
Palm Street	
131 <sup>st</sup> Avenue	
Lynn Way	

**Policy 5.2.5.4:**

The Stormwater Master Plan will maintain the standards established by Florida Department of Environmental Protection for Outstanding Florida Waters and Aquatic Preserve designations of Boca Ciega Bay.

6.0 - HOUSING ELEMENT

GOAL 6.1: ASSIST IN PROVIDING DECENT, SAFE, AND SANITARY HOUSING IN SUITABLE NEIGHBORHOODS AT AFFORDABLE COSTS TO MEET THE NEEDS OF THE PRESENT AND FUTURE RESIDENTS FREE FROM ARBITRARY DISCRIMINATION BECAUSE OF RACE, SEX, HANDICAP, ETHNIC BACKGROUND, AGE, MARITAL STATUS, OR HOUSEHOLD COMPOSITION.

**Objective 6.1.1:**

Ensure that the private sector has the opportunity to provide a suitable mixture of housing types, including housing to meet the needs for extremely low, very-low-, low-, and moderate-income housing, and any households with special needs.

**Policy 6.1.1.1:**

Provide information and technical assistance to the private sector for the development or redevelopment of additional housing units.

**Policy 6.1.1.2:**

Continue to uphold the cooperation agreement with Pinellas County for the administration of the Community Development Block Grant Program.

**Policy 6.1.1.3:**

Continue to allow a variety of residential densities and housing types to enhance the opportunity for the private sector to provide for housing needs.

**Policy 6.1.1.4:**

Continue to coordinate and cooperate with Pinellas County in the multijurisdictional program to address affordable housing. Provide information to residents regarding the availability of housing programs to meet the need for affordable housing.

**Policy 6.1.1.5:**

Continue to coordinate and cooperate with Pinellas County to address economic strategies that support affordable housing. Consider techniques promoted by the County to add affordable housing to meet the needs of city residents.

**Objective 6.1.2:**

Maintain an opportunity for all citizens of the City and surrounding areas to purchase or rent decent, safe, and sanitary housing they can afford, free from arbitrary discrimination because of race, sex, handicap, ethnic background, age, marital status, or household composition.

**Policy 6.1.2.1:**

Continue to enforce the Pinellas County Fair Housing Ordinance.

**Policy 6.1.2.2:**

Notify enforcement agencies whenever allegations of housing discrimination are reported.

**Objective 6.1.3:**

Sites for group homes (community residential homes) and foster care facilities, for persons who do not require special provisions for emergency evacuation, are allowed at suitable locations to ensure that the needs of the city residents requiring such housing are met pursuant to Chapter 419, Florida Statutes.

**Policy 6.1.3.1:**

Establish non-discriminatory standards and criteria addressing the appropriate location of group homes and foster care facilities for persons who do not require special provisions for emergency evacuation.

**Objective 6.1.4:**

Conserve and extend the useful life of the existing housing stock in compliance with local regulations adopted for NFIP eligibility, to improve or maintain neighborhood quality, and eliminate substandard housing.

**Policy 6.1.4.1:**

Ensure that, as existing housing is replaced by redevelopment, this new construction is compliant with all applicable local regulations adopted for NFIP eligibility.

**Policy 6.1.4.2:**

Encourage individual homeowners to increase private reinvestment in housing by providing information and technical assistance programs.

**Policy 6.1.4.3:**

Continue code enforcement activities to ensure proper exterior maintenance of existing structures.

**Objective 6.1.5:**

Uniform and equitable treatment for persons and businesses displaced by state and local government programs consistent with Section 421.55, Florida Statutes.

**Policy 6.1.5.1:**

Assure that reasonably located, standard housing at affordable costs is available to persons displaced through public action prior to their displacement.

**7.0 - INFRASTRUCTURE ELEMENT**

**GOAL 7.1:** ENSURE THAT NEEDED SANITARY SEWER, SOLID WASTE, AND POTABLE WATER SERVICES ARE PROVIDED BY A SAFE AND EFFICIENT SYSTEM THAT MAINTAINS ADEQUATE FACILITIES AND PROVIDES FOR ORDERLY GROWTH AND EXPANSION.

**Objective 7.1.1:**

Issue development permits only when adequate facility and service capacity is available to serve the new development or redevelopment, based on the level-of-service standards established within this Comprehensive Plan.

**Policy 7.1.1.1:**

The adopted potable water, sanitary sewer, and solid waste level-of-service standards for the city are provided in Policy 13.1.5.4 of this Comprehensive Plan.

**Policy 7.1.1.2:**

The development, expansion, improvement, modification, or replacement of infrastructure facilities will be consistent with, improve, and maintain the adopted level-of-service standards.

**GOAL 7.2:** SUPPORT PINELLAS COUNTY EFFORTS TO MAINTAIN THE HIGHEST WATER QUALITY STANDARDS AND PROVIDE FOR THE SAFE COLLECTION, TREATMENT, AND DISPOSAL OF WASTEWATER WHILE PROTECTING THE SURROUNDING NATURAL ENVIRONMENT.

**Objective 7.2.1:**

Collaborate with Pinellas County to reduce the City's potable water demand.

**Policy 7.2.1.1:**

Plumbing permits will specify the installation of water conservation devices.

**Policy 7.2.1.2:**

Continue to enforce Pinellas County Utilities' water conservation program particularly restricting the unnecessary consumption of potable water for irrigation, lawn watering, and car washing during periods of drought, supply reduction, and other emergencies.

**Policy 7.2.1.3:**

Promote the use and reuse of water of the lowest acceptable quality for the intended purpose.

**Policy 7.2.1.4:**

Continue to promote the use of native and drought-tolerant landscaping to conserve water.

**Policy 7.2.1.5:**

Continue public education efforts to encourage water conservation.

**Policy 7.2.1.6:**

Enforce the requirements of Section 373.62, Florida Statutes, requiring the installation of rain sensor devices for new irrigation systems that override the automatic timing cycle when adequate rainfall has occurred.

**Policy 7.2.1.7:**

Incorporate appropriate updates to this Comprehensive Plan within 18 months of an update to the Southwest Florida Water Management District (SWFWMD) regional water supply plan.

**Policy 7.2.1.8:**

The City of Madeira Beach adopts the Demand Analysis and Supply Analysis from the Southwest Florida Water Management District Tampa Bay Region Community Planning Pages.

**Objective 7.2.2:**

Work with Pinellas County to reduce wastewater generation levels.

**Policy 7.2.2.1:**

Collaborate with Pinellas County to implement a progressive maintenance program for sanitary sewer lines consistent with local, state, and federal standards for wastewater collection systems.

**Policy 7.2.2.2:**

Identify damaged sanitary sewer lines needing replacement and implement a sanitary sewer line replacement program to increase the efficiency of the existing sanitary sewer system.

**GOAL 7.3:** CONTINUE TO REDUCE THE SOLID WASTE GENERATION RATE THROUGH INCREASED RECYCLING PARTICIPATION WHILE ENSURING THAT SOLID WASTE IS BEING COLLECTED IN AN EFFICIENT AND ENVIRONMENTALLY-SOUND MANNER.

**Objective 7.3.1:**

Reduce the per capita generation of non-recyclable solid waste.

**Policy 7.3.1.1:**

Promote the current recycling program and encourage commercial and multifamily residence participation.

**Objective 7.3.2:**

Support Pinellas County's approach to ensure that hazardous wastes are managed to protect human health, safety, and the environment.

**Policy 7.3.2.1:**

Continue to collaborate with Pinellas County and the neighboring local governments to provide regular mailings and public meetings to inform residents of effective methods to safely store and dispose of household and commercial hazardous material and procedures to follow in emergencies.



**Policy 7.3.2.2:**

Encourage residents to deposit household chemical waste at the Pinellas County household chemical waste collection center.

**Policy 7.3.2.3:**

Direct hazardous-material generators and users to Pinellas County staff for technical assistance with proper disposal methods.

**8.0 - CONSERVATION AND COASTAL MANAGEMENT ELEMENT**

**GOAL 8.1:** TO ENSURE THE HIGHEST ENVIRONMENTAL QUALITY POSSIBLE, THE CITY OF MADEIRA BEACH WILL CONSERVE, PROTECT, AND APPROPRIATELY MANAGE ITS AIR, AQUATIC, WETLAND, AND TERRESTRIAL RESOURCES.

**Objective 8.1.1:**

Protect the quality and quantity of surface and groundwater.

**Policy 8.1.1.1:**

Implement an educational program for residential and commercial consumers to discourage waste and conserve water.

**Policy 8.1.1.2:**

Continue to enforce the comprehensive water shortage plan and enforce the provisions set forth by the Southwest Florida Water Management District.

**Policy 8.1.1.3:**

Continue to upgrade the drainage system and through the land development regulations, implement stormwater treatment for water quality.

**Policy 8.1.1.4:**

Protect water storage and quality enhancement functions of wetlands and floodplain areas through land acquisition, if feasible, enforcement of laws, and the application of land and water management practices that provide for compatible uses.

**Objective 8.1.2:**

Strictly enforce regulations for development within the 100-year floodplain, as established by the federal government.

**Policy 8.1.2.1:**

The land development regulations will continue to require that runoff rates, volumes, and pollutant loads for new development and redevelopment do not exceed predevelopment conditions.

**Policy 8.1.2.2:**

Recognizing that the community is located within the 100-year floodplain, the City will continue to strictly enforce all appropriate federal, state, and regional coastal construction codes and coastal setback regulations.

**Policy 8.1.2.3:**

Protect the natural functions of the 100-year floodplain so that flood- carrying and flood-storage capacities are maintained.

**Policy 8.1.2.4:**

Strictly enforce the floodplain management provisions contained in the land development regulations to preserve hydrologically significant wetlands and other natural floodplain features.

**Policy 8.1.2.5:**

The land development regulations contain provisions that, at a minimum, protect natural drainage features found within the city as follows:

The flood-carrying and flood storage capacity of the 100-year floodplain will be maintained;

Development along Boca Ciega Bay and the Gulf of Mexico must maintain adequate setbacks to protect any existing areas of natural coastal/marine habitat;

The prevention of erosion, retardation of runoff and protection of natural functions and values of the floodplain will be conducted while promoting public usage; and

Development or redevelopment proposals must be consistent with the performance standards regulating development within designated floodplains.

**Objective 8.1.3:**

Conserve or improve wetlands, aquatic resources, and wildlife population and habitat to maintain their environmental and recreational value.

**Policy 8.1.3.1:**

Identify shorelines and islands on 6.1a Madeira Beach Future Land Use Map.

**Policy 8.1.3.2:**

Designate all existing marine wetlands Preservation land 6.1a Madeira Beach Future Land Use Map on Map LU-4.

**Policy 8.1.3.3:**

Projects (e.g., marinas, causeways, or dredging) that could inhibit tidal circulation must include measures to maintain or improve tidal circulation and flushing.

**Policy 8.1.3.4:**

Any project that produces changes in tidal circulation patterns may be approved only after sufficient hydrographic information is provided to allow an accurate evaluation of the possible impacts of the project.

**Policy 8.1.3.5:**

Existing wetlands must be conserved and protected from physical and hydrological alterations.

**Policy 8.1.3.6:**

Marine wetlands, barrier island property containing numerous vegetative communities, and/or shoreline locations with limited habitat diversity are considered priorities for environmental land acquisition.

**Policy 8.1.3.7:**

(Reserved) [Cf. Policy 8.1.5.12]

**Policy 8.1.3.8:**

Protect, maintain, and where feasible, restore aquatic seagrass beds through public acquisition, preservation, and restoration of adjacent lands and shorelines.

**Policy 8.1.3.9:**

Notify adjacent jurisdictions that share wetlands of its protection plans and solicit comments pertaining to any proposed action.

**Objective 8.1.4:**

Conserve, appropriately use, and protect native vegetation.

**Policy 8.1.4.1:**

Require all new development and redevelopment include landscaping in accordance with standards contained in the land development regulations.

**Policy 8.1.4.2:**

Native vegetation will continue to receive priority in landscaping requirements.

**Policy 8.1.4.3:**

Encourage shorelines lacking wetland vegetation to be planted with native vegetation in order to minimize potential flood damage, stabilize the shoreline, trap sediments and other non-point source pollutants, and provide additional habitat for fish and wildlife.

**Policy 8.1.4.4:**

Continue to encourage the removal and prohibit the planting of exotic species such as punk tree (*Melaleuca* sp.), Australian pine (*Casuarina* sp.), and Brazilian pepper (*Schinus* sp.).

**Policy 8.1.4.5:**

Consider soil conditions and vegetation classifications during site plan review and when designating future land use plan categories.

**Policy 8.1.4.6:**

Recognize the limitations of development on a barrier island resulting from the effects of the Coastal High Hazard Area, 100-year floodplain, vulnerability to tropical storms, topography, and soil conditions.

**Policy 8.1.4.7:**

The land development regulations will include development review criteria for soil suitability.

**Policy 8.1.4.8:**

Pilings, not fill, must be used to elevate structures in flood prone areas.

**Policy 8.1.4.9:**

Protect the limited remaining natural resources as follows:

Recreational development must be compatible with the surrounding environment and subject to performance standards adopted in the land development regulations;

The clearing of trees and wetland vegetation is governed by the land development regulations; and

All applications for development, unless exempted in the land development regulations, are subject to site plan review.

**Objective 8.1.5:**

Redevelopment activities must ensure the protection of natural resources.

**Policy 8.1.5.1:**

Ensure through the land development regulations, that land is developed to respect necessary ecological functions and protect unique or irreplaceable natural resources.

**Policy 8.1.5.2:**

Land development regulations will provide for mixed use and other techniques that protect environmentally sensitive areas.

**Policy 8.1.5.3:**

Ensure that species of flora and fauna listed as endangered, threatened, or species of special concern, by federal law or Florida Statutes, are protected through compliance with appropriate federal and state regulations.

**Policy 8.1.5.4:**

Ensure that recreational development is compatible with the surrounding environment and compliant with performance standards.

**Policy 8.1.5.5:**

Clearing trees and wetland vegetation is prohibited except where necessary to avoid a hazard to the public or private property.

**Policy 8.1.5.6:**

Protect coastal vegetative communities, coastal wildlife habitats, and dune systems from the adverse effects of development.

**Policy 8.1.5.7:**

Ensure that tidal flushing and circulation patterns are not negatively impacted by development activities.

**Policy 8.1.5.8:**

(Reserved) [Cf. Policy 8.1.3.4]

**Policy 8.1.5.9:**

Ensure that natural watercourses are protected in their natural state and are exempt from alteration.

**Policy 8.1.5.10:**

The land development regulations prohibit land uses that could potentially increase point-source air and water pollution.

**Policy 8.1.5.11:**

Dredge and fill activities may be permitted only when necessary, as determined after review and comment by the appropriate governmental agencies and interested citizens, and in a manner least harmful to the surrounding environment.

**Policy 8.1.5.12:**

Continue to protect Little Bird Key and the adjacent unnamed island in their natural state by the assignment of the Preservation future land use plan category on the 6.1a Madeira Beach Future Land Use Map and implementing appropriate land development regulations.

**Policy 8.1.5.13:**

To the maximum extent possible, transportation facilities must not disrupt ecosystems or isolated significant environmental features.

**Policy 8.1.5.14:**

Enforce provisions for the control of erosion and runoff from construction sites.

**Policy 8.1.5.15:**

Promote environmental awareness through educational programs and interpretive displays at applicable points of interest, especially parks and public open spaces that contain or are adjacent to natural resources.

**Objective 8.1.6:**

Protect species with special status from adverse impacts due to loss of natural habitats.

**Policy 8.1.6.1:**

(Reserved) [Cf. Policy 8.1.5.3]

**Policy 8.1.6.2:**

Beach renourishment projects must protect sea turtle nesting areas by limiting construction in such areas to winter and spring months, or by collecting eggs from the nests, incubating them, and releasing the hatchlings.

**Policy 8.1.6.3:**

Continue a public information program calling for the protection of those sea turtle nesting areas located within the community.

**Policy 8.1.6.4:**

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

**Policy 8.1.6.5:**

All spoil islands are designated bird sanctuaries.

**Policy 8.1.6.6:**

Protect and conserve listed animal species that utilize aquatic habitats, including mangroves, marshes, and seagrass beds, through preservation, public acquisition, and restoration of coastal lands and shorelines.

**Objective 8.1.7:**

Continue involvement in monitoring the proper handling, treatment, transportation, and disposal of hazardous waste within its jurisdiction.

**Policy 8.1.7.1:**

Comply with federal, state, and county guidelines regarding accidents involving hazardous waste.

**Policy 8.1.7.2:**

Support the Pinellas County Pollution Prevention (P2) Program to regulate small generators of hazardous wastes to protect natural resources and public health.

**Policy 8.1.7.3:**

Encourage residents and local businesses to deposit household chemical waste at the Pinellas County household chemical collection center.

**Objective 8.1.8:**

Comply with all state and federal standards for air quality.

**Policy 8.1.8.1:**

Work to reduce the effects of automobile emissions pollution by:

- Land development regulations that require vegetative buffer strips between roadways and residential development; and
- Promoting alternative transportation modes such as public transportation, carpooling, walking, and bicycling.

**Objective 8.1.9:**

Cooperate with the State of Florida and other local jurisdictions to maintain the Boca Ciega Bay Outstanding Florida Waters designation.

**Policy 8.1.9.1:**

No new point sources are permitted to discharge from the City of Madeira Beach into Boca Ciega Bay or into ditches or canals that flow into Boca Ciega Bay, except for the correction of existing inefficient stormwater drainage, or as specifically permitted by the City.

**Policy 8.1.9.2:**

In order to reduce non-point source pollutant loadings, continue to strictly enforce stormwater management regulations, following the guidelines established in Chapter 62-25, Florida Administrative Code.

**Policy 8.1.9.3:**

To reduce non-point source pollutant loadings and improve the functioning of the city drainage system, dumping of debris of any kind (e.g., yard clippings and trimmings), into drainage ditches, canals, and stormwater control structures is prohibited.

**Policy 8.1.9.4:**

Coordinate with neighboring jurisdictions, Pinellas County, and the Tampa Bay Regional Planning Council to protect regional estuaries, providing adequate sites for water-dependent uses, preventing estuarine pollution, controlling surface water runoff, protecting living marine resources, reducing exposure to natural hazards, and ensuring public access.

**Policy 8.1.9.5:**

Natural watercourses must be maintained in their natural state and protected from alteration.

**Policy 8.1.9.6:**

Continue working with other communities and counties to implement the Surface Water Improvement Management (S.W.I.M.) Program for Tampa Bay.

**Objective 8.1.10:**

Protect and restore the community's beaches, dunes, and natural system from the impacts of development through continued enforcement of coastal construction standards.

**Policy 8.1.10.1:**

Construction seaward of the Coastal Construction Control Line is subject to permitting procedures pursuant to Florida Statutes.

**Policy 8.1.10.2:**

Encourage, through the provision of public information, the planting of native marine vegetation in front of seawalls to act as a buffer against damage from tides and flooding.

**Policy 8.1.10.3:**

Adopt beach management practices that regulate excavations, disturbance of native vegetation, and activities that affect the natural fluctuation of the dunes.

**Policy 8.1.10.4:**

Continue a program for the restoration and maintenance of the coastal dune system that include:

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

**Policy 8.1.10.5:**

Continue providing adequate public access to beaches and shorelines, enforcing public access to beaches renourished at public expense, enforcing the public access requirements of the Coastal Zone Protection Act, and providing transportation or parking facilities for beach and shoreline access.

**Policy 8.1.10.6:**

Limit shoreline development that will adversely impact marine fisheries habitats through land development regulations and site plan review.

**Policy 8.1.10.7:**

Require that the replacement material for failed or damaged existing concrete seawalls along the Gulf of Mexico be rip-rap or planted native vegetation, e.g., marsh grasses and dune vegetation.

**Objective 8.1.11:**

Comply with all county, state, and federal regulations governing the protection of coastal resources.

**Policy 8.1.11.1:**

Coordinate beach management practices with the efforts of neighboring jurisdictions.

**Policy 8.1.11.2:**

Review the comprehensive plans of the neighboring jurisdictions and adjacent coastal counties to determine if coastal resources of the barrier islands are being managed in a consistent manner.

**Policy 8.1.11.3:**

Cooperate with the U.S. Army Corps of Engineers and Pinellas County in addressing the environmental issues associated with the maintenance of John's Pass as a navigational channel.

**Policy 8.1.11.4:**

Pursuant to Section 163.3178, Florida Statutes, the level-of-service standards for recreation/open space for the coastal planning area are identical to those for the city as a whole.

**Objective 8.1.12:**

Protect the viability of the Working Waterfronts in the community.

**Policy 8.1.12.1:**

Recognizing the importance of working waterfronts to employment, recreation, quality of life, and state and local economies, the land development regulations include guidelines for the development and redevelopment of Working Waterfronts.

**Policy 8.1.12.2:**

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

**Policy 8.1.12.3:**

Consider guidelines for the protection of business sites located on Gulf Boulevard to encourage continuation of working waterfront uses.

**GOAL 8.2:** PROVIDE A SET OF GUIDELINES FOR DEVELOPMENT THAT PROTECT THE LIVES AND PROPERTY OF CITIZENS FROM THE EFFECTS OF NATURAL DISASTERS INCLUDING HIGH TIDE EVENTS, STORM SURGE, FLASH FLOODS, STORMWATER RUNOFF, AND SEA LEVEL RISE.

**Objective 8.2.1:**

Coordinate and cooperate with Pinellas County to proceed with an orderly, safe, and expeditious evacuation when an evacuation is ordered.

**Policy 8.2.1.1:**

Coordinate through the Pinellas County Metropolitan Planning Organization (MPO) with state, regional, and county agencies to ensure that major evacuation routes are adequately maintained and, when necessary, improved to facilitate an efficient and safe evacuation.

**Policy 8.2.1.2:**

Sponsor preparedness seminars to increase hurricane awareness in cooperation with the Pinellas County Department of Emergency Management and the South Pinellas County Chapter of the American Red Cross.

**Policy 8.2.1.3:**

Emergency response personnel and volunteers will coordinate pre- and post-event activities with county and state emergency response agencies in order to plan for safe and efficient evacuations and re-entries.

**Policy 8.2.1.4:**

Forward notice of proposed future land use plan amendments with potential hurricane shelter and evacuation route impacts to the Tampa Bay Regional Planning Council and the Pinellas County Emergency Management Department and consult with these agencies, if necessary and appropriate, to ascertain the amount of currently available shelter space.

**Policy 8.2.1.5:**

Use the Tampa Bay Regional Planning Council Hurricane Evacuation Study for guidance pertaining to residential future land use densities in coastal high hazard areas.

**Objective 8.2.2:**

Reduce the risk of exposure of human life and public and private property to natural disasters, through preparedness planning and implementation of hazard mitigation measures.

**Policy 8.2.2.1:**

Coordinate with the Pinellas County Department of Emergency Management to maintain and upgrade its comprehensive disaster plan to address the four (4) phases of comprehensive emergency management: preparedness, response, recovery and mitigation.

**Policy 8.2.2.2:**

The city emergency management coordinator will continue to oversee the development and revision of the city disaster plan; act as a liaison between state, regional, county, and city emergency response and planning agencies; and ensure coordination between emergency management and growth management activities.

**Policy 8.2.2.3:**

Review the existing coastal construction building code and the coastal construction standards embodied in the Coastal Zone Protection Act, and strictly enforce their implementation through the building inspection process.

**Policy 8.2.2.4:**

The City Commission will review all elements of the Pinellas County Comprehensive Emergency Management Plan to assure that hazard mitigation considerations are effective and implemented within its area of responsibility.

**Policy 8.2.2.4:**

Continue to cooperate with the Pinellas County Department of Emergency Management, the Town of Redington Beach, the City of Seminole, and Pinellas County to implement the adopted Hurricane Evacuation Plan.

**Objective 8.2.3:**

Development and redevelopment within the city will proceed in a manner that lessens risk to public investments and private property by utilizing policies, techniques, and practices that reduce negative impacts of flooding and sea-level rise.

**Policy 8.2.3.1:**

Current and credible sea-level rise data will be considered when evaluating future land use amendment applications.

**Policy 8.2.3.2:**

Strategies for preparing for sea-level rise, such as increasing road surface elevation standards, subsurface stabilization, stormwater management and drainage, and adjustment of bridge heights to allow for navigation, will be collectively assessed and implemented where appropriate.

**Policy 8.2.3.3:**

Collaborate with the state and Pinellas County as appropriate to develop strategies for responding to sea-level rise, including consideration of the effects of sea-level rise on potable water resources, saltwater intrusion, wastewater treatment facilities and the water table.

**Policy 8.2.3.4:**

Consider acquisition of severe repetitive loss properties that have sustained repeated flood losses for use as public open space as procurement opportunities arise, such as through the use of grants or tax deed sales.

**Policy 8.2.3.5:**

Development and redevelopment in the city will be consistent with or more stringent than the flood-resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R. part 60.

**Policy 8.2.3.6:**

Continue to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for its residents.

**GOAL 8.3:** EXPEDITE POST-DISASTER RECOVERY AND REDUCE THE FUTURE RISK TO HUMAN LIFE AND PUBLIC AND PRIVATE PROPERTY FROM NATURAL HAZARDS, THROUGH RECOVERY AND REDEVELOPMENT STRATEGIES.

**Objective 8.3.1:**

Implement the post-disaster recovery procedures outlined in its disaster plan.

**Policy 8.3.1.1:**

The city emergency management coordinator will designate appropriate staff to perform the following tasks:

- Monitor preliminary damage reports following a disaster;
- Take necessary steps to seek financial assistance from the appropriate state and federal agencies;
- Authorize clean-up and repairs necessary to protect the public health, safety, and welfare;
- Identify areas within the community where minor, moderate, and major damage has occurred;
- Recommend to the City Commission temporary building moratoria for building activities not essential to protect health, safety, or welfare;
- Recommend to the City Commission appropriate hazard mitigation policies that should be implemented in response to the disaster; and
- Prepare a report evaluating post-disaster redevelopment response and make recommendations for necessary changes to this comprehensive plan.

**Policy 8.3.1.2:**



Review all elements of the Pinellas County Comprehensive Emergency Management Plan to assure that hazard mitigation consists of effective and implemented within the City's area of responsibility.

Item 4C.

**Objective 8.3.2:**

Enforce the reconstruction permitting procedures.

**Policy 8.3.2.1:**

Following a major hurricane or other disaster, the City Commission may adopt a temporary post-disaster building moratorium to allow sufficient time for damage assessment, the identification of redevelopment opportunities, and hazard mitigation policy implementation.

**Policy 8.3.2.2:**

Enforce post-disaster redevelopment procedures that will expedite permitting for minor repairs including: development plan review, engineering approval, building permitting, and require all permitting is coordinated with the appropriate agencies and is consistent with the objectives of this Comprehensive Plan.

**Policy 8.3.2.3:**

Enforce the involuntary loss provisions of the land development regulations to protect private property rights by potentially allowing replacement and reconstruction of housing units.

**Objective 8.3.3:**

Implement reconstruction and redevelopment strategies that will be used to promote hazard mitigation.

**Policy 8.3.3.1:**

Where financially feasible, property that has received recurring major hurricane damage (total devastation) from storm surge may be publicly acquired, or designated Preservation on the 6.1a Madeira Beach Future Land Use Map to prevent redevelopment of the property to its pre-disaster land use.

**Policy 8.3.3.2:**

Consider one or more of the following strategies in those areas that receive major or moderate damage:

- Reduction of permissible density or intensity of development in the area;
- Reconstruction according to more stringent building and construction standards; and
- Public acquisition of damaged areas.

**Policy 8.3.3.3:**

Interrelate hazard and non-hazard mitigation goals during reconstruction decision-making, including the following:

- Enhancement of local recreational and open space opportunities;
- Enhancement of local public beach access;
- Enhancement and restoration of local natural ecosystems;
- Reduction of traffic congestion, noise, and other transportation related problems; and
- Enhancement of the long-term economic vitality of the local commercial base.

9.0 - RESERVED

10.0 - CULTURE AND RECREATION ELEMENT

**GOAL 10.1:** PROVIDE, PROTECT, AND MAINTAIN A COORDINATED, EFFICIENT, AND ACCESSIBLE SYSTEM OF IMPROVED MUNICIPAL CULTURE AND RECREATIONAL FACILITIES AND SERVICES THAT MEET THE NEEDS OF CURRENT AND FUTURE CITIZENS AND VISITORS.

**Objective 10.1.1:**

Cooperate with other government agencies to provide and maintain a system of open space, parks, and other improved municipal culture and recreation facilities and services, including access to beaches and shores, meeting the needs of current and future citizens and visitors.

**Policy 10.1.1.1:**

The adopted level-of-service standard for improved municipal culture and recreation facilities and services is provided in Policy 13.1.5.4 of this Comprehensive Plan.

**Policy 10.1.1.2:**

Improved municipal culture and recreation facilities and services will be planned for multiple uses and located in areas most suitable to meet the needs of the citizens and visitors.

**Policy 10.1.1.3:**

Land set aside by new development for improved municipal cultural and recreation facilities and services will be evaluated for its suitability for that purpose during the site planning process. Land remaining undeveloped and vacant after new development or redevelopment may not be suitable for improved municipal culture and recreation facilities and services.

**Policy 10.1.1.4:**

The acquisition and designation of sites for improved municipal culture and recreation facilities and services must accord with this Comprehensive Plan.

**Policy 10.1.1.5:**

Promote safe bicycling by maintaining improved municipal mobility facilities and services used for bicycle travel.

**Policy 10.1.1.6:**

Create a marked bikeway coordinated with the Pinellas Bikeways Plan.

**Policy 10.1.1.7:**

Improved municipal culture and recreation facilities and services will be held inviolate against diversion to other uses, unless the City makes a formal finding of overriding public benefit.

**Policy 10.1.1.8:**

Accommodate a variety of activities in improved municipal culture and recreation facilities and services and utilize unique natural features and scenic areas.

**Policy 10.1.1.9:**

Support promotional efforts to attract visitors and actively utilize improved municipal culture and recreation facilities and services all year.

**Policy 10.1.1.10:**

Utilize areawide proportionate-share development fee revenue to improve and support the adopted level-of-service standards for improved municipal culture and recreation facilities and services.

**Objective 10.1.2:**

Coordinate public and private culture and recreation resources.

**Policy 10.1.2.1:**

Coordinate areawide improved municipal culture and recreation facilities and services with local businesses and development authorities, local art, cultural, and other community organizations in local planning and redevelopment efforts.

**Objective 10.1.3:**

Protect lands designated as Preservation or Recreation/Open Space from incompatible land uses.

**Policy 10.1.3.1:**

The land development regulations will specify open space definitions and standards for landscape and signage, the protection of open space and natural vegetation, and requirements for the use of open space for buffering between land uses.

**Policy 10.1.3.2:**

Maintain provisions for open space areas in the land development regulations.

**Policy 10.1.3.3:**

Maintain open space in improved municipal culture and recreation facilities and services to protect and preserve native habitats and provide passive recreation opportunities, such as natural trails, nature interpretive displays, picnic areas, and wildlife observation areas.

**Policy 10.1.3.4:**

Continue to use open space to buffer incompatible improved municipal culture and recreation activities, facilities, services, or land uses.

**Policy 10.1.3.5:**

Encourage beach renourishment programs.

**Policy 10.1.3.6:**

Maintain and protect natural, open space, and scenic areas through dedicated private and public land acquisition initiatives, and utilize grant resources to acquire additional natural, open space, and scenic lands.

**Objective 10.1.4:**

Respond to the improved municipal culture and recreation facilities and services needs of citizens and visitors.

**Policy 10.1.4.1:**

Provide access to improved municipal culture and recreation facilities and services for the elderly, disabled, and economically disadvantaged.

**Policy 10.1.4.2:**

Coordinate comprehensive improved municipal mobility facilities and services with improved municipal culture and recreation facilities and services.

**Policy 10.1.4.3:**

Adequate public beach access is required for any and all shoreline development on the Gulf beaches.

**Policy 10.1.4.4:**

Ensure public access to improved municipal culture and recreation facilities and services and design them to protect the integrity of natural features including beaches and shores.

**Objective 10.1.5:**

Provide open space and improved municipal culture and recreation facilities and services in an economically efficient manner.

**Policy 10.1.5.1:**

Pursue funding for improved municipal culture and recreation facilities and services, including proportionate-share development fees and regulations and county, state, and federal assistance funds.

**Policy 10.1.5.2:**

New development and redevelopment must provide its proportionate fair-share of the future improved municipal culture and recreation facilities and services necessary to maintain the level-of-service standards established by this Comprehensive Plan.

**Policy 10.1.5.3:**

Enhance, improve, maintain, and preserve existing improved municipal culture and recreation facilities and services, and access to same, through the use of adequate operating budgets, proportionate-share development fees and regulations, proper management techniques, and user fees.

**Objective 10.1.6:**

Maintain open space character by utilizing private and public open space for active and passive culture and recreation uses, visual scenic value, and buffering and screening purposes.

Item 4C.

**Policy 10.1.6.1:**

Continue to identify, maintain and preserve open space.

**Policy 10.1.6.2:**

Work with Pinellas County and other appropriate development and government agencies to ensure and maintain public beach accesses.

**Policy 10.1.6.3:**

Maintain signs at appropriate locations identifying access points to the Gulf of Mexico and its beaches.

11.0 - INTERGOVERNMENTAL COORDINATION ELEMENT

**GOAL 11.1:** IMPROVE THE EXISTING SYSTEM OF INTERLOCAL COORDINATION TO SUCCESSFULLY IMPLEMENT LOCAL GOVERNMENT COMPREHENSIVE PLANS AND TO RESOLVE CONFLICTS RESULTING FROM THE PLANS.

**Objective 11.1.1:**

Participate in the deliberations of Forward Pinellas and Countywide Planning Authority (CPA) consistent with the provisions of the Pinellas County Charter and special laws enabling the countywide planning process.

**Policy 11.1.1.1:**

Participate in the countywide planning process as provided for in the Special Act (Ch. 2012-245, Laws of Florida, as amended).

**Policy 11.1.1.2:**

Coordinate and ensure consistency between this Comprehensive Plan and the land development regulations with the Countywide Plan Map and Countywide Rules.

**Policy 11.1.1.3:**

Coordinate with Forward Pinellas, Pinellas County School Board, Pinellas County, Tampa Bay Regional Planning Council (TBRPC), Tampa Bay Water (TBW), SWFWMD, and other state and federal agencies on projects that fall within their jurisdictions or are multi-jurisdictional in nature, and with public utilities that provide essential services to the City.

**Policy 11.1.1.4:**

A representative appointed by the City Manager may participate as a member of the Planners Advisory Committee of Forward Pinellas.

**Policy 11.1.1.5:**

Comply with the specific procedural and substantive requirements of the Countywide Rules concerning amendment of this Comprehensive Plan, its 6.1a Madeira Beach Future Land Use Map and the land development regulations.

**Objective 11.1.2:**

Coordinate level-of-service standards with neighboring jurisdictions.

**Policy 11.1.2.1:**

Work with FDOT and the MPO to manage the impacts of land development projects and increase mobility in accordance with the Pinellas County Mobility Plan and this Comprehensive Plan.

**Policy 11.1.2.2:**

Coordinate with Pinellas County to ensure that each jurisdiction's future needs are considered in the planning and design of public service facilities.

**Policy 11.1.2.3:**

Participate in the Barrier Islands Governmental Council (BIG-C) to coordinate level-of-service standards and preserve and protect the interests of barrier island citizens and visitors.

**Objective 11.1.3:**

Improve communication, cooperation, and coordination with area agencies, districts, and local governments.

**Policy 11.1.3.1:**

Prior to the issuance of development permits for proposed new development and redevelopment, review site plans to ensure there will not be negative impacts to the Town of Redington Beach, the City of Treasure Island, or unincorporated Pinellas County.

**Policy 11.1.3.2:**

Ensure that development permits are consistent with the objectives of the SWFWMD, the TBRPC, Pinellas County, and state or federal agencies.

**Policy 11.1.3.3:**

Work with the Pinellas County School System to meet the land use needs of the Madeira Beach Elementary and Middle Schools.

**Policy 11.1.3.4:**

Implement the provisions of the Interlocal Agreement with the School Board of Pinellas County, executed on November 6, 2012, regarding coordination of land use and public school facilities planning.

**Policy 11.1.3.5:**

Review the plans and independent special district facility reports of the PSTA, Pinellas County, SWFWMD, and TBW and identify and resolve conflicts with this Comprehensive Plan, including concurrency-related items.

**Policy 11.1.3.6:**

Coordinate with Pinellas County, the PSTA, SWFWMD, and TBW to resolve issues identified in Policy 11.1.3.5.

**Policy 11.1.3.7:**

Amend this Comprehensive Plan as necessary to coordinate efforts identified in Policy 11.1.3.6.

**Policy 11.1.3.8:**

Coordinate with the SWFWMD's Regional Water Supply Plan through the agreement with Pinellas County Utilities for water supplies.

**Objective 11.1.4:**

Identify and describe joint processes for collaborative planning on population projections, school siting, facilities subject to concurrency, facilities with countywide significance, and problematic land uses.

**Policy 11.1.4.1:**

Employ population forecasts contained in the data and analysis supporting this Comprehensive Plan for land use planning and coordinate with the Pinellas County Planning Department regarding school-age population forecasts.

**Policy 11.1.4.2:**

Coordinate transportation needs with those of Pinellas County and FDOT through the MPO.

**Policy 11.1.4.3:**

Forward requests for access to county- or state-maintained roadways to the Pinellas County Public Works Department or FDOT, as appropriate, for comment concerning access criteria, operational impacts, and permitting.

**Policy 11.1.4.4:**

Coordinate with other service providers to ensure the availability of improved municipal facilities and services to implement the concurrency management system.

**Policy 11.1.4.5:**

Cooperate and coordinate with Pinellas County for joint projects identified in the Stormwater Master Plan and the Pinellas County Stormwater Master Plan.

**Policy 11.1.4.6:**

Coordinate with Pinellas County for the provision of countywide facilities and services, including solid waste disposal, wastewater treatment, and emergency operations.

**Policy 11.1.4.7:**

Coordinate with the MPO to provide and improve mobility facilities and services.

**Policy 11.1.4.8:**

Review location standards to determine whether conflicts exist between the Code of Ordinances and the regulations of neighboring jurisdictions and determine what can be done to resolve existing conflicts to the mutual benefit of all.

**Policy 11.1.4.9:**

Coordinate with the PPC, or designated ad hoc committee, to develop, recommend, and review countywide guidelines addressing the location of problematic land uses.

**Objective 11.1.5:**

Bring intergovernmental disputes to closure in a timely manner through the use of voluntary dispute resolution processes.

**Policy 11.1.5.1:**

Resolve conflicts among local comprehensive plan goals, objectives, policies, and strategies through voluntary dispute resolution or other suitable process.

**Policy 11.1.5.2:**

Utilize the existing countywide planning process, as appropriate, to resolve local government future land use disputes, as well as other planning-related intergovernmental disputes.

**Policy 11.1.5.3:**

Utilize the TBRPC as a conciliator and mediator to reconcile differences on planning and growth management issues as outlined in Rule 29H-13, Florida Administrative Code.

**Policy 11.1.5.4:**

Initiate informal mediation with the TBRPC pursuant to Chapter 29H-11, Florida Administrative Code, and Chapter 186, Florida Statutes, in instances where the resolution of issues requiring intergovernmental concurrence is not otherwise achieved.

**GOAL 11.2:** ESTABLISH A REGULAR MEANS OF COMMUNICATION AMONG OFFICIALS OF TWO (2) OR MORE JURISDICTIONS FOR THE PURPOSE OF ADDRESSING AND RESOLVING ISSUES OF MUTUAL INTEREST THAT ARISE FROM THIS COMPREHENSIVE PLAN AND THE PLANS OF OTHER JURISDICTIONS.

**Objective 11.2.1:**

Review this Comprehensive Plan to:

- Identify and coordinate issues of mutual interest to other jurisdictions;
- Address the impacts of new development and redevelopment on other jurisdictions through coordination mechanisms; and
- Coordinate compatible level-of-service standards with state, regional, or local jurisdictions with operations and maintenance responsibilities for improved municipal facilities and services.

**Policy 11.2.1.1:**

Provide real property owners and adjacent jurisdictions the public notice required by federal, state, or local law of proposed municipal actions.

**Policy 11.2.1.2:**

Utilize the countywide planning process as an additional public notice to adjacent jurisdictions of amendments to this Comprehensive Plan's future land use map.

**Policy 11.2.1.3:**

Coordinate plans for bicycle and pedestrian mobility improvements with the MPO to notify, and allow for comment by, other local governments.

**Policy 11.2.1.4:**

Coordinate mobility management methodologies and access management standards for county- and state-maintained roadways with FDOT and Pinellas County.

**Policy 11.2.1.5:**

Collaborate with Pinellas County on plans to provide extremely low-, very-low-, low-, and moderate-income housing.

**Policy 11.2.1.6:**

Review and support available Pinellas County housing assistance programs.

**Policy 11.2.1.7:**

Share information about local native vegetative communities; aquatic, estuarine, marine, and terrestrial habitats; and wildlife species with adjacent local governments, appropriate agencies, or other interested persons.

**Policy 11.2.1.8:**

Administer standards for shoreline protection and dock placement in coordination with Pinellas County.

**Policy 11.2.1.9:**

The land development regulations will provide requirements to incorporate drought resistant and native vegetation in accordance with Pinellas County recommendations.

**Policy 11.2.1.10:**

Resolve any environmental conflicts with the U.S. Army Corps of Engineers and Pinellas County regarding the maintenance of navigation channels through the Coastal Resource Interagency Management Committee dispute resolution process.

**Policy 11.2.1.11:**

Participate in the Pinellas County Local Mitigation Strategy (LMS) to ensure that the strategies are implemented and updated locally.

12.0 - RESERVED

13.0 - CAPITAL IMPROVEMENTS ELEMENT

**GOAL 13.1:** UNDERTAKE FISCAL ACTIONS NECESSARY TO PROVIDE AND MAINTAIN IMPROVED MUNICIPAL FACILITIES AND SERVICES FOR THE CITY'S CITIZENS AND VISITORS AT THE ADOPTED LEVEL-OF-SERVICE STANDARDS.

**Objective 13.1.1:**

Provide capital improvements to accommodate desired new development and redevelopment, correct existing deficiencies, and replace exhausted or obsolete facilities, as indicated in the adopted five-year (5-year) Schedule of Capital Improvements in this Comprehensive Plan and coordinate land use decisions with available or projected fiscal resources to maintain adopted level-of-service standards.

**Policy 13.1.1.1:**

Evaluate projects proposed for inclusion in the five-year (5-year) Schedule of Capital Improvements annually.

**Policy 13.1.1.2:**

Annually review and update the multi-year Capital Improvement Program (CIP), the first year of which will be the current fiscal year's Capital Budget.

**Policy 13.1.1.3:**

Evaluate proposed capital improvement projects by the following guidelines:

The project

- is needed to eliminate a proven or obvious hazard to public health and safety;
- is needed to fulfill a legal commitment;
- is needed to achieve full use of, improve, or replace existing facilities;
- brings an existing facility up to an adopted level-of-service standard;
- increases the efficiency or optimizes the use of existing facilities, prevents or reduces future improvement costs, or more equitably provides improved municipal facilities and services;
- accommodates level-of-service standard demands on improved municipal facilities and services resulting from new development or redevelopment;
- furthers goals, objectives, policies, or strategies of this Comprehensive Plan;
- is needed to maintain adopted level-of-service standards for improved municipal facilities and services for a development permit issued prior to adoption of this Comprehensive Plan;
- increases the economic base or quality of life of the City's citizens and visitors;
- has financially feasible impacts on both capital and operating budgets; and
- is consistent with this Comprehensive Plan and the plans of other agencies having responsibility for improved municipal facilities and services within the City.

**Policy 13.1.1.4:**

Improved municipal facilities and services, at adopted level-of-service standards to serve developments for which development permits were issued prior to the adoption of this Comprehensive Plan will be available or provided consistent with guidelines for evaluation of capital improvements in Policy 13.1.1.3 and elsewhere in this Comprehensive Plan.

**Policy 13.1.1.5:**

Capital improvements projects included in this Comprehensive Plan's CIP and Schedule of Capital Improvements will have a cost threshold of \$100,000.

**Policy 13.1.1.6:**

Correct existing and anticipated capacity deficiencies identified in other elements of this Comprehensive Plan according to the financially feasible Schedule of Capital Improvements.

**Policy 13.1.1.7:**

Periodically analyze the benefit to cost ratio of having outside sources provide various improved municipal facilities and services.

**Policy 13.1.1.8:**

The Pinellas County School District work plan is applicable in the City.

CITY OF MADEIRA BEACH: CAPITAL IMPROVEMENT PROGRAM (CIP)

Schedule of Capital Improvements Fiscal Years 2023 through 2027

Project Title	Item Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Military Honor Court	Construction of the Military Honor Court	250,000	-	-	-	-	-	-
Replace #44	Replace 2018 Caterpillar Backhoe	-	-	-	-	85,000	-	-
Replace #19	Replace 2004 Ford F550	75,000	-	-	-	-	-	-



Replace 2016 Duralift mounted bucket	Replace Duralift mounted buck on truck #19	-	-	45,000	-	-	-	Item 4C.
Painting of Fire Station	Painting of Fire Station	50,000	-	-	-	-	-	-
Replacement of SCBA	Replacement of Self Contained Breathing Apparatus	-	250,000	-	-	-	-	-
Replacement of Bunker Gear - Lucas	Replacement of Bunker Gear per NFPA - Lucas	-	-	-	-	-	5,000	-
Replacement of Portable Radios	Replacement of portable radios and updating the communications equipment per replacement plan	53,000	-	-	-	-	-	-
Replacement of Portable Radios Emergency Communications	Replacement schedule - Portable Radios for Emergency Communications	-	-	-	-	-	-	55,000
Replacement of Kitchen Appliances	Replacement of Kitchen Appliances	-	-	12,000	-	-	-	-
Replacement of Mobile Data Terminals	Replacement of MDTs with refurbished 3 yr warranty Panasonic Toughbooks	-	11,000	-	-	-	-	-
Replacement of Bunker Gear per NFPA - Ubiles	Replacement of Bunker Gear per NFPA - Ubiles	-	-	-	4,500	-	-	-
Replacement of Bunker Gear - Whitfield	Replacement of Bunker Gear per NFPA - Whitefield	-	-	-	-	-	-	5,000
Replacement of Bunker Gear - Wasilewski	Replacement of Bunker Gear per NFPA - Wasilewski	-	-	-	-	-	-	5,000

Replacement of Bunker Gear - Roberts	Replacement of Bunker Gear per NFPA - Roberts	-	-	4,500	-	-	-	Item 4C.
Replacement of Bunker Gear - Childers	Replacement of Bunker Gear per NFPA - Childers	-	4,500	-	-	-	-	-
Replacement of MDTs	Replacement schedule of Mobile Data Terminals	-	-	-	-	12,000	-	-
Replacement of all 2017 sets of bunker gear per NFPA	Per NFPA 10 yr old bunker gear must be replaced - primary or secondary	-	-	-	50,000	-	-	-
Replacement Appliances - Laundry	Replacement of 10 yr old appliances in the fire station (laundry)	8,500	-	-	-	-	-	-
Brick Pavers under shade awnings	Paver area under two shade awnings in Ball Field Area.	25,000	-	-	-	-	-	-
Engineering for Concession/Basketball Court Facility	Engineering for Concession/Basketball Court Facility on existing tennis court location. Increased size of restrooms and enclosure of courts to expand programming offerings.	100,000	-	-	-	-	-	-
Public Works & Building Services Facility	Building for Public Works employees & vehicles and Building Services operations	1,500,000	-	-	-	-	-	-
Johns Pass Park - Parking lot Improvements	Mill, Resurface, Stripe, and Improve Johns Pass Parking lot area.	450,000	-	-	-	-	-	-
Quick Response Vehicle	Quick Response Vehicle (LOST Fund)	100,000	-	-	-	-	-	-

Replacement of T125	Replacement schedule of 2017 Rosenbauer Truck 25	-	-	-	-	-	1,100,000	<i>Item 4C.</i>
Replacement of 2014 Polaris Ranger	Replacement of 2014 Polaris Ranger	25,000	-	-	-	-	-	-
Replacement of 2017 Explorer	Replacement of Fire Chief's vehicle per City's vehicle replacement plan LOST Fund	-	55,000	-	-	-	-	-
Concession Stand	Engineering and Construction of Concession Stand Replacement. Upgrade of restroom facilities, concession kitchen, storage, and office space.	-	500,000	-	-	-	-	-
Recreation Center Solar	Solar on roof of Recreation Center - BP Funds	100,000	-	-	-	-	-	-
Dog Park	Dog park upgrade. Synthetic turf and other improved features.	200,000	-	-	-	-	-	-
Shade Awnings and Dugout Replacement	Replace dugouts and add shade awnings to Recreation Fields.	200,000	-	-	-	-	-	-
Basketball Court Enclosure	Building to enclose existing basketball court.	-	500,000	-	-	-	-	-
Concrete around Field 2	Concrete on both sides of Field 2 to replace existing shell which is currently in place. Improves seating access and minimizes maintenance to the area.	30,000	-	-	-	-	-	-

City Centre Complex Sidewalk	Replacement of Sidewalk along Rex Place	25,000	-	-	-	-	-	-	Item 4C.
Recreation Truck	Vehicle Replacement for #20 - Chevy Silverado	-	40,000	-	-	-	-	-	
Passenger Van Replacement	Vehicle Replacement for #97 - Ford Van	-	-	40,000	-	-	-	-	
Bus Replacement for Social Club	Replacement of E450 Bus with larger, handicap accessible bus for Senior Program.	150,000	-	-	-	-	-	-	
Roadway Resurfacing Village Blvd, Boardwalk Pl, & Surface Lot	Mill and resurface Village Blvd, Boardwalk Place, and the surface parking lot.	-	1,000,000	-	-	-	-	-	
Archibald Restroom rebuild.	Demo and Rebuild Archibald Restrooms	1,000,000	-	-	-	-	-	-	
Parking lot light repair	Repair the current light system for the parking lot	-	-	-	-	-	-	-	
Beach Groin Renourishment Project	50% Match Grant with FDEP to renourish the 22-23 exposed beach groins.	3,500,000	-	-	-	-	-	-	
Park Improvements	Enhance pocket parks in Boca Ciega neighborhood	150,000	-	-	-	-	-	-	
Mill and Resurface parking lot at Archibald	Mill and Resurface the parking lot and thermo stripe	-	450,000	-	-	-	-	-	
Patriot Park Fishing Piers rebuild	Rebuild 2 fishing piers located at Patriot Park	125,000	-	-	-	-	-	-	
Replace #36	Replace #36 a Chevy 1500 with a utility bed	-	-	60,000	-	-	-	-	

#40 Replacement	Replace #40 a 2009 F350 dump truck	-	-	150,000	-	-	-	Item 4C.
Purchase new F250 Utility Truck	Purchase new F250 utility truck for Grounds Maint. Employee.	60,000	-	-	-	-	-	-
Replace #112	Replace 2018 Chevy 1500 with liftgate	-	-	60,000	-	-	-	-
Replace #109	Replace 2016 John Deere Gator 825i	-	-	25,000	-	-	-	-
Landscape equipment	Landscape equipment needed to maintain city parks.	-	-	-	-	-	-	-
Satellite office	Satellite office for Building Department - in conjunction with new Public Works facility	700,000	-	-	-	-	-	-
New 150hp motor for Building Department boat	New motor for Building Department boat	20,000	-	-	-	-	-	-
New Ford Lightning Truck	New Building Department Vehicle	65,000	-	-	-	-	-	-
Boat Power Poles	Anchor system for building department boat	6,000	-	-	-	-	-	-
Replace #21 Broyhill Load & Pack	Replace #21 Broyhill Load & Pack	-	-	-	-	275,000	-	-
Replace #29	Replace #29 2019 Kenworth T880 with 32 yd Heil Packer	-	-	-	325,000	-	-	-
Replace #68	Replace 2019 F250 with Easy Dump	-	-	75,000	-	-	-	-
Replace #33	Replace # 33 a 2016 Peterbilt Garbage truck.	325,000	-	-	-	-	-	-

Replace #26	Replace #26 a 2020 Kenworth T880 with 32 Yd Heil Packer	-	-	-	-	350,000	-	-	Item 4C.
Truck Lift Improvement - 96 gallon cans	Truck Lift Improvement - 96 gallon cans. Three trucks 2 lifts each for total of 6 units.	-	-	-	-	-	-	-	-
Replace #18	Replace #18 2023 Peterbuilt Claw truck	-	-	-	275,000	-	-	-	-
Replace #3	Replace 2019 F250 with Easy Dump	-	-	75,000	-	-	-	-	-
Dual Bin Cleaner Trailer Mounted	Dual Bin Trailer mounted cleaner to clean 64G & 96G containers	80,000	-	-	-	-	-	-	-
Replace #5	Replace a 2019 Chevy Silverado 1500 with a liftgate	-	-	-	60,000	-	-	-	-
Replace #24	Replace a 2019 Chevy Silverado 1500 with a liftgate	-	-	-	60,000	-	-	-	-
Area 5 - 131st Ave E & 129th Ave.	Mill & Resurface, Curb Repair, and Stormwater drainage improvements	2,005,000	495,000	-	-	-	-	-	-
Area 4	E Madeira Ave, N Bayshore to 145th, 1st Ave E, 148th Ave, 147th Ave, 146th Ave, 145th Ave. Mill & Resurface, Curb Repair, and Stormwater drainage improvements.	-	-	200,000	7,000,000	-	-	-	-
Area 6a - 155th Ave, 154th Ave, 153rd Ave, 1st St E, 2nd St E, Harbor Dr and Municipal Dr	Mill and resurface, fix curbing and upgrade stormwater inlets and outfalls as needed	500,000	4,000,000	-	-	-	-	-	-

Area 9	Bay Point, Pruitt, Sunset Cove, Virginia, S Bayshore, & Marlyn Way Mill Resurface, Storm Repair/replacement and Curb	-	200,000	7,000,000	-	-	-	Item 4C.
Area 7	American Legion Dr. Mill & Resurface, Curb Repair, and Stormwater drainage improvements	-	1,500,000	-	-	-	-	-
Area 3 - East Parsley, West Parsley, Marguerite Dr, A Street, B Street, and Lynn Way	Mill & Resurface, Curb Repair, and Stormwater drainage improvements	4,000,000	500,000	-	-	-	-	-
Gulf Lane and Beach Access Drainage and Roadway Improvement Project	Mill & Resurface, Curb Repair, and Stormwater drainage improvements	1,800,000	-	-	-	-	-	-
Replace #70	Replace 2021 F250 with Utility Body	-	-	-	-	-	60,000	-
Replace #111 - 2016 Chevy Silverado 2500	Replace a 2016 Chevy Silverado 2500 - With a similar truck for use during flooding	-	60,000	-	-	-	-	-
Generator replacement for 141st Stormwater Station	The current generator was installed in 2007 and is near the end of its life. Staff would like to run natural gas to cut down on maintenance and fuel costs. Duke proposed an estimate of \$29,000 to run the gas line from Gulf Blvd. Generator Cost estimate at \$60,0000	90,000	-	-	-	-	-	-

Replace #77	Replace 2018 Elgin Whirlwind Street Sweeper	-	-	350,000	-	-	-	Item 4C.
Replace #110 - 2016 Chevy Silverado 2500	Replace a 2016 Chevy Silverado 2500 - With a similar truck for use during flooding	-	60,000	-	-	-	-	-
Transient Docks	Year 1 - Engineering & Design Year 2 - Construction	200,000	1,000,000	-	-	-	-	-
Enclose Old Boat Ramp	Connect seawalls along old boat ramp. Remove trees and install a matching vinyl fence. This area will be filled and have a proper EPA approved boat wash down facility. The old washdown facility will be converted into car parking.	-	50,000	-	-	-	-	-
Resurfacing Marina Parking Area	Recoat and resurface asphalt parking area around Marina.	-	-	-	400,000	-	-	-
Seawall Project	Replace 360' of sea wall from the fuel dock to the boat ramp. Cost of 6' high seawall is at \$450.00 per foot.	200,000	-	-	-	-	-	-
Digital Information Sign	Install a high quality informational digital sign in front of the Marina adjacent to 150th avenue. The sign will be used to broadcast public information about Madeira Beach and the Marina.	60,000	-	-	-	-	-	-



ParkSmart's in/on-ground smart sensors	ParkSmart's innovative in/on-ground smart sensors monitor individual parking spaces and relay occupancy.	-	50,000	50,000	-	-	-	<i>Item 4C.</i>
Parking Garage	Engineering services for parking garage and construction of the garage	3,000,000	3,000,000	-	-	-	-	-
A parking meter/kiosk	A parking meter/kiosk system can significantly benefit the parking department.	-	-	-	15,000	15,000	-	-
New Parking Vehicle	Having an additional vehicle for the parking department would be incredibly helpful in many ways. First and foremost, it would allow for increased efficiency and productivity.	35,000	-	-	-	-	-	-
<b>Total:</b>		<b>\$21,262,500</b>	<b>\$13,725,500</b>	<b>\$8,146,500</b>	<b>\$8,189,500</b>	<b>\$737,000</b>	<b>\$1,165,000</b>	<b>\$65,000</b>

**Objective 13.1.2:**

Manage municipal debt through the budget process to maintain the integrity of municipal fiscal resources.

**Policy 13.1.2.1:**

Limit long-term borrowing to capital improvements too large to be financed by the annual municipal budget.

**Policy 13.1.2.2:**

Structure bonds issued to fund capital projects to be repaid within a period not to exceed the expected useful life of the bonded capital project.

**Policy 13.1.2.3:**

If financially feasible, use special assessment, revenue, or other self-supporting bonds instead of general obligation bonds.

**Policy 13.1.2.4:**

Total debt service for general obligation debt will not exceed ten percent (10%) of net operating revenues.

**Policy 13.1.2.5:**

Secure grants or private funds whenever available to finance capital improvements.

**Objective 13.1.3:**

Maintain this Comprehensive Plan's adopted level-of-service standards for improved municipal facilities and services by

- eliminating any identified current deficiencies with municipal fiscal resources and,
- identifying the capital improvements necessary to serve new development and redevelopment at the adopted level-of-service standard through site plan review, and
- accessing proportionate-share development fees through the development permit process.

**Policy 13.1.3.1:**

Cooperate with other governmental jurisdictions, to require new development and redevelopment to pay the proportionate-share of the cost necessary to meet its demand on improved municipal facilities and services, maintain this Comprehensive Plan's adopted level-of-service standards, and ensure that the entire cost of providing improved municipal facilities and services is not borne by the general fund.

**Policy 13.1.3.2:**

Coordinate with Pinellas County and other government jurisdictions providing improved municipal facilities and services within the City to require capital improvement projects are funded in a fiscally equitable manner, apportioning the costs of serving new development and redevelopment at the adopted level-of-service standards among those who are responsible for growth.

**Policy 13.1.3.3:**

Develop and administer existing and future impact fees and proportionate-share development fees and regulations.

**Policy 13.1.3.4:**

Issue development permits only when improved municipal facilities and services adequate to maintain the level-of-service standards of this Comprehensive Plan are present or will be available concurrent with the impact of new development and redevelopment.

**Policy 13.1.3.5:**

The level-of-service standards for improved municipal facilities and services are provided in Policy 13.1.5.4 of this Comprehensive Plan.

**Objective 13.1.4:**

Public expenditures that subsidize development in the Coastal High Hazard Area (CHHA) are limited to those improvements determined to be an overriding public benefit by the Board of Commissioners.

**Policy 13.1.4.1:**

Expend funds in the CHHA only when necessary to maintain this Comprehensive Plan's level-of-service standards for improved municipal facilities and services.

**Objective 13.1.5: Concurrency Management System**

The land development regulations will provide a concurrency management system that requires new development and redevelopment to fund or provide the improved municipal facilities and services necessary to maintain this Comprehensive Plan's level-of-service standards concurrently with the impacts of the new development or redevelopment through implementation monitoring of this Comprehensive Plan and enforcement of the Code of Ordinances.

**Policy 13.1.5.1:**

Deny proposed new development and redevelopment that would diminish the level-of-service standards of this Comprehensive Plan.

**Policy 13.1.5.2:**

Issue development permits only if the improved municipal facilities and services necessary to maintain the level-of-service standards of this Comprehensive Plan are available concurrent with the impacts of the new development or redevelopment.

**Policy 13.1.5.3:**

The land development regulations will provide that new development and redevelopment will be permitted only when concurrent with improved municipal facilities and services meeting or exceeding the level-of-service standards of this Comprehensive Plan.

**Policy 13.1.5.4:**

The level-of-service standards for the following improved municipal facilities and services are:

**Mobility:**

0.120362 square ft (ft<sup>2</sup>) of improved municipal mobility facilities and services per each (1) square foot (ft<sup>2</sup>) of building area ("B.A.).

**Public Safety:**

Improved municipal public safety facilities and services necessary to support a ninety percent (90%) seven-minute (7-minute) response rate per each (1) square foot (ft<sup>2</sup>) of building area (B.A.).

**Sanitary Sewer:**

111 gallons per capita per day.

**Solid Waste:**

4.9 pounds per capita per day of non-recyclable waste.

**Stormwater Drainage:**

Each newly developed or redeveloped property must be designed and maintained to retain on-site the first one-inch (1") of impervious surface runoff from the ten-year (10-year) frequency, sixty-minute (60-minute) storm event.

**Potable Water:**

Year	2020	2025	2030	2035
Gallons per capita per day (gpcd)	<u>102</u>	104	105	107

Source: Regional Water Supply Plan, Chapter 4, Appendix 4, Table 34-A

**Culture and Recreation:**

0.299650 square feet (ft<sup>2</sup>) of improved municipal culture and recreation facilities and services per each (1) square foot (ft<sup>2</sup>) of building area ("B.A.).

**Policy 13.1.5.5:**

The land development regulations will regulate new development and redevelopment to:

- Establish a monitoring system to measure and maintain level-of-service standards; and
- Require proportionate-share development fees and regulations to maintain the level-of-service standards for, and improve resilience of, improved municipal facilities and services.

**Policy 13.1.5.6:**

Review the land development regulations' monitoring system annually, and with the Capital Improvements Element the year prior to preparation of the required Evaluation and Appraisal Report (EAR).

**Policy 13.1.5.7:**

Development permits for new development or redevelopment requiring the use of improved municipal facilities and services (e.g., potable water, sanitary sewer, solid waste, culture and recreation, mobility, or public safety facilities and services) will only be issued if the improved municipal facilities and services will be in place prior to issuance of the certificate of occupancy or provision of the facilities and services necessary to maintain the level-of-service standards of this Comprehensive Plan is guaranteed to be in place prior to issuance of a certificate of occupancy in an enforceable development agreement pursuant to Section 163.3220, Florida Statutes, or an agreement or development permit issued pursuant to Chapter 380, Florida Statutes.

**Policy 13.1.5.8**

(Reserved)

**Policy 13.1.5.9:**

Manage the impacts of new development and redevelopment and increase mobility through application of this Comprehensive Plan's goals, objectives, policies, and strategies, and land development regulations in accordance with this Comprehensive Plan and the Pinellas County Mobility Plan.

**Policy 13.1.5.10:**

The Schedule of Capital Improvements may include projects listed in the first three (3) years of the FDOT five-year (5-year) work program.

**Policy 13.1.5.11:**

The Schedule of Capital Improvements will contain the estimated commencement and completion dates of Pinellas County road and improved municipal mobility facilities and services projects.

**Policy 13.1.5.12:**

Contact Pinellas County Utilities prior to issuing a building permit for proposed development of vacant parcels to determine that adequate potable water supplies exist to serve the development proposed.

( Ord. No. 2023-33, § 1, 1-10-24)

## 14.0 - PUBLIC SCHOOL FACILITIES ELEMENT

GOAL 14.1: THROUGH PARTNERSHIPS AND EFFECTIVE COLLABORATION AMONG LOCAL GOVERNMENTS AND THE PINELLAS COUNTY SCHOOL DISTRICT, AND BECAUSE OF A SHARED COMMITMENT TO EDUCATIONAL EXCELLENCE, ALL STUDENTS OF THE PINELLAS COUNTY SCHOOL DISTRICT WILL BE PROVIDED THE OPPORTUNITY FOR HIGH STUDENT ACHIEVEMENT THROUGH THE AVAILABILITY OF HIGH QUALITY PUBLIC EDUCATIONAL FACILITIES.

**Objective 14.1.1:**

Madeira Beach, its partner local governments, and the School District will coordinate and base their plans upon consistent projections of population growth and student enrollment, and will share information on proposed school facility changes, planned critical infrastructure improvements, proposed future land use plan amendments, and rezoning that increase or decrease residential densities.

**Policy 14.1.1.1:**

Continue to notify the School District of all Local Planning Agency hearings where land use plan amendments and/or rezonings will be considered that increase or decrease residential densities to ensure that land use and zoning decisions are adequately coordinated with public school facility planning.

**Policy 14.1.1.2:**

Inform the School District in advance of infrastructure projects that will restrict vehicular or pedestrian accessibility to public schools with sufficient time for School District review and comment, in compliance with Section 3(b) of the Public Schools Interlocal Agreement.

**Objective 14.1.2:**

Continue to support efforts that facilitate coordination of planning between the City and the School District for the location and development of public educational facilities.

**Policy 14.1.2.1:**

Continue to participate with the School District in the process of evaluating potential school closures, significant renovations to existing schools, and school site selection before land acquisition in accordance with the existing Interlocal Agreement for Public Educational Facilities Siting, as amended.

**Policy 14.1.2.2:**

Determine the consistency of a proposed location of a new or expanded public educational facility of the School District with this Comprehensive Plan, considering the general locational criteria adopted by the School District.

**Policy 14.1.2.3:**

Require a review of the facility's onsite and offsite impacts before a significant change of program at a public educational facility implemented. Work cooperatively with the School District to mitigate onsite and offsite impacts, including impacts to public facilities, identified through the review.

**Objective 14.1.3:**

Consistent with Section 163.3177(6)(a), F.S., and consistent with the Madeira Beach future land use policies, explore those opportunities where colocation of public facilities and public schools provides a mutual benefit, serves a desirable community purpose, or represents an efficient use of finances and staff resources.

**Policy 14.1.3.1:**

As the opportunity arises, evaluate with the School District the ability to enter into an agreement to collocate existing or planned school sites with other public facilities, including, but not limited to: bike and pedestrian pathways, libraries, parks, community and recreational centers and facilities, museums, performing arts centers, auditoriums, stadiums, healthcare and social services and other uses as may be determined appropriate.

**Objective 14.1.4:**

Support the School District's commitment to sustainable design and operations, as public schools are integral contributors to the quality of the surrounding community.

**Policy 14.1.4.1:**

Share information on sustainable design and green building practices with the School District, and take advantage of opportunities to incorporate demonstration projects and technologies onsite, so that local schools can serve as community models of environmental efficiency.

**Objective 14.1.5:**

Collaborate with the School District and other local governments to promote safe access for students to public school facilities.

**Policy 14.1.5.1:**

Participate on the School Transportation Safety Committee (STSC) of the Pinellas County Metropolitan Planning Organization (MPO) to identify locations within the County where student safety is a concern, and to develop recommendations in response to student safety issues raised by the School District, local governments, the School Transportation and Enhanced Pedestrian Safety (STEPS) Committee, or the community to enhance the safety of students accessing public school facilities.

**Policy 14.1.5.2:**

Consider implementation of recommendations from the STSC that affect its jurisdiction, in coordination with the School District and any agencies that have some involvement in the identified action, to support student access to public schools in a manner that both improves student safety and is compatible with the surrounding community.

**Policy 14.1.5.3:**

Cooperate with School District initiatives that implement STSC recommendations for modifications to a school campus.

**15.0 - PROPERTY RIGHTS ELEMENT**

**GOAL 15.1: IN ACCORDANCE WITH THE LEGISLATIVE INTENT EXPRESSED IN SUBSECTIONS 163.3161(10) AND 187.101(3), FLORIDA STATUTES, THIS COMPREHENSIVE PLAN RESPECTS JUDICIALLY ACKNOWLEDGED AND CONSTITUTIONALLY PROTECTED PRIVATE PROPERTY RIGHTS.**

**Objective 15.1.1:**

The following statements of private property rights are considered in local decision making.

**Policy 15.1.1:**

The right of a property owner to physically possess and control their interests in the property, including easements, leases, or mineral rights.

**Policy 15.1.2:**

The right of a property owner to use, maintain, develop, and improve their property for personal use or the use of any other person, subject to state law and local ordinances.

**Policy 15.1.1.3:**

The right of a property owner to privacy and to exclude others from the property to protect their possessions and property.

**Policy 15.1.1.4:**

The right of a property owner to dispose of their property through sale or gift (the term "their" includes any entity that may be a property owner).



# Memorandum

**Meeting Details:** September 30, 2024

**Prepared For:** Hon. Mayor Brooks & Board of Commissioners

**Staff Contact:** Andrew Laflin, Finance Director

**Subject:** FY 2024 Audit Engagement Letter

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## **Background**

In fiscal year 2020, the City completed a Request for Proposals (RFP) process and selected the audit firm James Moore & Co. to perform auditing services for the City for fiscal years 2020, 2021, and 2022. According to the contract, upon completion of the engagement for the fiscal year 2022 audit, a new engagement can be entered into for two additional one-year periods, at the option of both parties. James Moore & Co. has provided the City with an engagement letter to perform the FY 2024 audit.

## **Fiscal Impact**

The fees for the audit of the financial statements and related services, including expenses, are as follows:

Audit Fee - \$47,500  
Preparation of Financial Statements - \$4,750  
Single Audit Fee (Per Major Program) - \$3,750

## **Recommendation(s)**

Staff recommends execution of the FY 2024 engagement letter with James Moore & Co.

## **Attachments**

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

September 25, 2024

To the Honorable Mayor and Board of Commissioners,  
City of Madeira Beach, Florida:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Madeira Beach, Florida (the City) as of September 30, 2024, and for the years then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, if applicable, we will audit the City's compliance over major federal award programs and major state projects for the year ended September 30, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs and major state projects.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the City complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Pension and OPEB schedules (as applicable)



Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

1. Nonmajor fund combining schedules
2. Budgetary comparison schedules
3. Schedule of revenues and expenditures – Emergency Medical Services
4. Schedule of expenditures of federal awards and state financial assistance (if applicable)

Also, the document we submit to you will include the following other additional information which will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory section
2. Statistical section

### **Data Collection Form**

If applicable, prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility, if the Data Collection Form is applicable. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form, if applicable, is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

### **Audit of the Financial Statements**

We will conduct our audits in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America (if applicable); the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards* (Uniform Guidance) (if applicable); Section 215.97, Florida Statutes, *Florida Single Audit Act* (if applicable), and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General (if applicable). As part of an audit of financial statements in accordance with GAAS, and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit

evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

### **Reporting on Key Audit Matters**

Management has not requested that we communicate key audit matters in our auditors' report for this fiscal year.

### **Significant Risks Identified**

We have identified the following preliminary significant risks of material misstatement as part of our audit planning, which are being communicated to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Override of internal controls by management
- Improper revenue recognition due to fraud
- Improper use of restricted resources

Our final communication of significant risks identified will take place upon completion of our audit.

### **Audit(s) of Major Program and/or Major Project Compliance**

If applicable, our audit(s) of the City's major federal award program(s) and/or state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs and/or projects in accordance with the Uniform Guidance, Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and/or major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the federal programs as a whole.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major state projects, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the state projects as a whole.

Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects, and performing such other procedures as we consider necessary in the circumstances. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state project. Our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

As part of a compliance audit in accordance with GAAS, and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs and/or major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received;

4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance (if applicable) and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements (if applicable);
6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;
7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the City is managing federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the City complies with federal laws and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and state financial assistance projects;
9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit;
  - c. Unrestricted access to persons within the City and others from whom we determine it necessary to obtain audit evidence.
  - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
  - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;

City of Madeira Beach, Florida  
 September 25, 2024  
 Page 7

21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
24. For identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants.
25. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

#### **Additional Examination Engagements**

You have requested that we examine the City's compliance for the fiscal year ended September 30, 2024, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, *Local Government Investment Policies*
- Section 288.8018, Florida Statutes, *Gulf Coast Audits* (if applicable)

We are pleased to confirm our acceptance and our understanding of this direct examination engagement by means of this letter. Our examination will be conducted with the objective of obtaining reasonable assurance by evaluating whether the City complied in all material respects with the Statutes and performing other procedures to obtain sufficient appropriate evidence to express an opinion in a written practitioner's report that conveys the results of our evaluation.

#### *Practitioner Responsibilities*

We will conduct our examination in accordance with the attestation standards established by the AICPA. An examination involves performing procedures to obtain attest evidence about whether the City complied with the Statutes, in all material respects. An examination involves performing procedures to obtain evidence about the City's compliance with the Statutes. The nature, timing, and extent of procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of the underlying subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the underlying subject matter or subject matter information, internal control deficiencies that comes to our attention, unless clearly inconsequential.

### *Management Responsibilities*

Our examination will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For ensuring the City complies with the Statutes;
2. For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of or noncompliance with the Statutes, due to fraud or error;
3. For selecting the criteria for the evaluation of the City's compliance with the Statutes;
4. Determining that such criteria are suitable, will be available to the intended users, and are appropriate for the purpose of the engagement; and
5. To provide us with:
  - a. Access to all information of which management is aware that is relevant to compliance with the Statutes, such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
  - b. Additional information that we may request from management for the purpose of the examination; and
  - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

### *Reporting*

We will issue a written report upon completion of our examination of the City's compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

### **Nonattest Services**

We will perform the following nonattest services: preparation of financial statements, preparation of schedule of expenditures of federal awards and state financial assistance and data collection form (if applicable). With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities. The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Andrew Laflin) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the City with regard to different matters, but the City must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards*.

City of Madeira Beach, Florida  
 September 25, 2024  
 Page 9

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors’ report to the date the financial statements are issued.

Zach Chalifour is the service leader for the audit services specified in this letter. The service leader’s responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

<u>Year Ending September 30,</u>	<u>Audit Fee</u>	<u>Preparation of Financial Statements</u>	<u>Single Audit Fee (per major program)</u>
2024	\$47,500	\$4,750	\$3,750

We anticipate the following timeline for this engagement:

Interim fieldwork	November 2024
Final fieldwork	February 2025
Delivery of final audited financial statements	No later than March 31, 2025

Payments shall be due in accordance with Section 218.70, Florida Statutes, *Local Government Prompt Payment Act*.

This engagement may be terminated by either party for noncompliance with the terms as noted in this engagement letter. The parties will provide 60 days’ notice of their intention to terminate the engagement. Upon completion of this engagement with the audit for the year ended September 30, 2024, a new engagement can be entered into for an additional one-year period, at the option of both parties. Any such engagements will be evidenced by a new engagement letter.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the City’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;



City of Madeira Beach, Florida  
 September 25, 2024  
 Page 10

- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

In the normal course of business, we use the services of third-parties and individual contractors, which are not employees of James Moore & Co., P.L. Those services are performed at various levels and in various aspects our engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement we may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require us to handle confidential information and we expect third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, we require those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Your acceptance of this arrangement acknowledges and accepts our handling of confidential information including access by third-party and individual service providers.

### **Public Records**

While we will not and cannot perform hosting services for the City, and therefore do not expect to be in possession of any of the City's original records, with regard to any public records of the City in our possession, pursuant to section 119.0701, Florida Statutes, we shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agree to:

Keep and maintain all public records that ordinarily and necessarily would be required by the City to keep and maintain in order to perform the engagement.

Upon request from the City's custodian of public records, provide copies to the City within a reasonable time and public access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

City of Madeira Beach, Florida  
September 25, 2024  
Page 11

We will meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in our possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records will be returned to the City in their original form.

IF THE CONTRACTOR (JAMES MOORE & CO., P.L.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-391-9951, [cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov), 300 Municipal Drive, Madeira Beach, FL 33708.

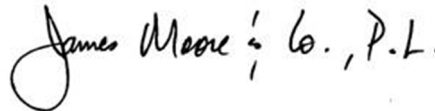
All notices and communications required under this proposal shall be in writing and shall be deemed to have been duly given when delivered personally or by registered or certified mail to the following persons:

For the City: Robin Gomez, City Manager  
300 Municipal Drive  
Madeira Beach, FL 33708

For James Moore & Co., P.L.: Zach Chalifour  
121 Executive Circle  
Daytona Beach, FL 32114

We appreciate the opportunity to be of service to the City of Madeira Beach, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the City of Madeira Beach, Florida.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



# **FY 2024 BUDGET VS ACTUAL ANALYSIS & FY 2025 REVENUE LOSS PROJECTIONS**

**November 13, 2024**

# **FINANCIAL OVERVIEW AGENDA**

- I. FY 2024 Budget Vs Actual Comparison**
  
- II. Discussion of Potential Revenue Loss in FY 2025 – Hurricane Helene & Hurricane Milton**
  
- III. Q&A**

# Budget Vs Actual – Revenue Comparison by Fund & Department, Thru September 30, 2024

Fund Name	Department Name	Original Budget	Amended Budget	Actual Balance	% Used	
Archibald Park Fund	Archibald	5,030,000	5,030,000	2,985,751	59%	
Building Fund	Building Services	1,331,500	1,331,500	1,151,097	86%	
Debt Service Fund	Debt Service	320,000	320,000	323,835	101%	
Gas Tax Fund	Gas Tax	113,500	113,500	100,189	88%	
General Fund	City Clerk	100	100	-	0%	
	City Manager	-	-	3,811		
	Community Development	127,000	127,000	120,442	95%	
	Fire/Ems	930,167	930,167	970,659	104%	
	John's Pass Village	1,500,000	1,500,000	-	0%	
	Non-Departmental	12,944,673	12,944,673	10,741,658	83%	
	Recreation	330,000	330,000	341,439	103%	
	Special Projects	746,121	746,121	801,793	107%	
	Local Option Sales Tax Fund	Marina	1,914,550	1,914,550	1,588,303	83%
	Parking Fund	Parking Management	3,894,250	3,894,250	3,383,771	87%
Sanitation Fund	Sanitation	2,096,000	2,096,000	1,873,421	89%	
Stormwater Fund	Stormwater	4,036,900	4,036,900	2,313,315	57%	
Impact Fee Fund	Fire/Ems	6,500	6,500	9,307	143%	
	Public Works Streets	15,500	15,500	73,710	476%	
	Recreation	103,000	103,000	184,121	179%	
<b>Total:</b>		<b>35,439,760</b>	<b>35,439,760</b>	<b>26,966,623</b>	<b>76%</b>	



# Budget Vs Actual – Expense Comparison by Fund & Department, Thru September 30, 2024

Fund Name	Department Name	Original Budget	Amended Budget	Actual Balance	% Used	
Archibald Park Fund	Archibald	5,656,553	5,736,953	3,654,899	64%	
Building Fund	Building Services	1,796,245	1,823,645	1,280,463	70%	
Debt Service Fund	Debt Service	330,000	330,000	298,925	91%	
Gas Tax Fund	Gas Tax	137,000	137,000	116,163	85%	
General Fund	Board Of Commissioners	81,300	81,300	55,258	68%	
	City Clerk	521,399	542,599	432,406	80%	
	City Manager	947,306	1,187,906	852,493	72%	
	Community Development	910,157	919,057	766,649	83%	
	Finance	631,896	751,496	682,231	91%	
	Fire/Ems	2,649,028	2,948,728	2,903,759	98%	
	Human Resources	26,000	56,000	45,919	82%	
	Information Technology	220,300	220,300	210,669	96%	
	John's Pass Village	1,953,500	1,991,500	308,370	15%	
	Law Enforcement	1,608,420	1,608,420	1,593,502	99%	
	Legal Services	209,000	209,000	178,864	86%	
	Non-Departmental	5,058,741	5,058,741	4,803,897	95%	
	Parks	138,000	138,000	59,589	43%	
	Public Works Administration	1,617,382	1,784,682	1,322,905	74%	
	Recreation	1,464,050	1,575,130	1,447,535	92%	
	Local Option Sales Tax Fund	Fire/Ems	125,000	125,000	86,624	69%
		John's Pass Village	-	-	-	
		Public Works Administration	1,950,000	1,950,000	421,020	22%
Marina Fund	Recreation	705,000	755,000	233,564	31%	
	Marina	1,321,835	1,358,805	850,165	63%	
Parking Fund	Parking Management	4,210,972	4,226,172	1,091,747	26%	
Sanitation Fund	Sanitation	2,225,973	2,334,173	1,745,498	75%	
Stormwater Fund	Stormwater	10,781,976	10,930,216	2,673,269	24%	
<b>Total:</b>		<b>47,277,031</b>	<b>48,779,821</b>	<b>28,116,381</b>	<b>58%</b>	

# Reserve Analysis – Funds with Revenues Impacted by Hurricanes

	General Fund	Archibald Fund	Building Fund	Local Option Sales Tax Fund	Marina Fund	Parking Fund	Sanitation Fund	Stormwater Fund
Available Fund Balance - 9/30/23:	17,799,755	2,472,491	1,191,018	2,520,659	3,005,110	1,119,605	1,538,320	6,028,816
Actual Revenues - YTD FY 2024	12,178,010	2,985,751	1,151,097	6,153,954	1,588,303	3,383,771	1,873,421	2,313,315
Actual Expenses - YTD FY 2024	(15,664,045)	(3,654,899)	(1,280,463)	(6,377,389)	(850,165)	(1,091,747)	(1,745,498)	(2,673,269)
Projected Available Reserves - 10/1/24:	14,313,720	1,803,343	1,061,652	2,297,223	3,743,248	3,411,629	1,666,243	5,668,862
Projected Revenue Reduction - FY 2025:	(2,159,664)	(201,500)	(260,000)	(330,000)	(477,100)	(1,047,500)	(630,000)	(65,000)
Original Budgeted Revenues & Transfers In - FY 2025	13,567,044	2,150,000	1,345,000	734,000	2,031,200	3,728,750	1,887,000	3,549,949
Original Budgeted Expenditures & Transfers Out - FY 2025	(16,252,551)	(4,525,250)	(1,775,225)	(2,834,000)	(1,259,360)	(1,823,685)	(2,018,670)	(11,790,020)
To (From) Fund Balance - Original FY 2025 Budget	(2,685,507)	(2,375,250)	(430,225)	(2,100,000)	771,840	1,905,065	(131,670)	(8,240,071)
Estimated Available Fund Balance - 9/30/25:	9,468,549	(773,407)	371,427	(132,777)	4,037,988	4,269,194	904,573	(2,636,209)

# GENERAL FUND – FY 2025 PROJECTED REVENUE LOSS

Fund Name	Account	Department Name	Account Description	FY 2025 Original Budget	Percentage Reduction	Amount Reduction
General Fund - (1)	001.1400.311000	Non-Departmental - (1400)	Ad Valorem Taxes	5,782,000	15%	867,300
General Fund - (1)	001.1400.314100	Non-Departmental - (1400)	Utility Service Tax - Electric	840,000	35%	294,000
General Fund - (1)	001.1400.323100	Non-Departmental - (1400)	Progress Energy Franchise	627,000	35%	219,450
General Fund - (1)	001.1400.335180	Non-Departmental - (1400)	Half Cent Sales Tax Revenue	334,000	50%	167,000
General Fund - (1)	001.1400.315200	Non-Departmental - (1400)	Communications Services Tax	242,000	25%	60,500
General Fund - (1)	001.1400.335125	Non-Departmental - (1400)	State Revenue Sharing	175,000	25%	43,750
General Fund - (1)	001.1400.347400	Non-Departmental - (1400)	Special Event Fee	175,000	50%	87,500
General Fund - (1)	001.1400.362000	Non-Departmental - (1400)	Rent	143,679	33%	47,414
General Fund - (1)	001.1400.314300	Non-Departmental - (1400)	Utility Service Tax - Water	130,000	35%	45,500
General Fund - (1)	001.1050.316000	Community Development - (1050)	Local Business Tax Receipts	115,000	75%	86,250
General Fund - (1)	001.5000.347502	Recreation - (5000)	After School Program	105,000	50%	52,500
General Fund - (1)	001.5000.347503	Recreation - (5000)	Summer Program	95,000	50%	47,500
General Fund - (1)	001.5000.347501	Recreation - (5000)	Recreation Programs	45,000	50%	22,500
General Fund - (1)	001.5000.347504	Recreation - (5000)	Field Rentals	45,000	50%	22,500
General Fund - (1)	001.5000.347508	Recreation - (5000)	Youth Leagues	40,000	50%	20,000
General Fund - (1)	001.5000.347505	Recreation - (5000)	Sponsorships	30,000	50%	15,000
General Fund - (1)	001.1000.347908	City Manager - (1000)	Misc Store Income-Taxable	25,000	25%	6,250
General Fund - (1)	001.1400.329102	Non-Departmental - (1400)	Rental Inspection Fees	25,000	75%	18,750
General Fund - (1)	001.1400.362002	Non-Departmental - (1400)	Facility Rentals	22,000	50%	11,000
General Fund - (1)	001.1400.354002	Non-Departmental - (1400)	Code Enforcement Fines	20,000	50%	10,000
General Fund - (1)	001.1000.347910	City Manager - (1000)	Purchases Store	15,000	25%	3,750
General Fund - (1)	001.4000.329101	Fire/Ems - (4000)	Fire Inspection Fees	15,000	75%	11,250
				<b>Total Projected Reduction:</b>		<b>2,159,664</b>



# OTHER GOVERNMENTAL FUNDS – FY 2025 PROJECTED REVENUE LOSS

Fund Name	Account	Department Name	Account Description	FY 2025		
				Original Budget	Percentage Reduction	Amount Reduction
Building Fund - (125)	125.5240.322000	Building Services - (5240)	Building Permits	1,300,000	20%	260,000
Local Option Sales Tax Fund - (103)	103.9000.312600	Special Projects - (9000)	7th Cent Sales Tax Revenue	659,000	50%	329,500
Archibald Park Fund - (110)	110.9910.344507	Archibald - (9910)	Archibald Beach Parking Meters	550,000	25%	137,500
Archibald Park Fund - (110)	110.9910.347509	Archibald - (9910)	Concession-Snack Shack	110,000	50%	55,000
Archibald Park Fund - (110)	110.9910.347202	Archibald - (9910)	Beach Walkover Chair Rentals	12,000	75%	9,000
<b>Total Projected Reduction:</b>						<b>791,000</b>

# ENTERPRISE FUNDS – FY 2025 PROJECTED REVENUE LOSS

Fund Name	Account	Department Name	Account Description	FY 2025 Original Budget	Percentage Reduction	Amount Reduction
Marina Fund - (405)	405.9300.347901	Marina - (9300)	Unleaded Fuel Sales	3,000,000.00	25%	750,000.00
Marina Fund - (405)	405.9300.347904	Marina - (9300)	Purchases Fuel	(2,500,000.00)	25%	(625,000.00)
Marina Fund - (405)	405.9300.347903	Marina - (9300)	Diesel - Commerical	500,000.00	25%	125,000.00
Marina Fund - (405)	405.9300.347908	Marina - (9300)	Misc Store Income-Taxable	350,000.00	25%	87,500.00
Marina Fund - (405)	405.9300.347910	Marina - (9300)	Purchases Store	(250,000.00)	25%	(62,500.00)
Marina Fund - (405)	405.9300.347913	Marina - (9300)	Marina Slip Rent	250,000.00	25%	62,500.00
Marina Fund - (405)	405.9300.347902	Marina - (9300)	Diesel Sales	200,000.00	25%	50,000.00
Marina Fund - (405)	405.9300.347911	Marina - (9300)	Dry Storage Fees	160,000.00	25%	40,000.00
Marina Fund - (405)	405.9300.347912	Marina - (9300)	Transient Rentals	120,000.00	33%	39,600.00
Marina Fund - (405)	405.9300.347914	Marina - (9300)	Annual Fishing Tournament	20,000.00	50%	10,000.00
Parking Fund - (407)	407.6500.344504	Parking Management - (6500)	Village Blvd. Parking	1,500,000.00	25%	375,000.00
Parking Fund - (407)	407.6500.344502	Parking Management - (6500)	City/South Beach	800,000.00	25%	200,000.00
Parking Fund - (407)	407.6500.354001	Parking Management - (6500)	Parking Fines	500,000.00	50%	250,000.00
Parking Fund - (407)	407.6500.344501	Parking Management - (6500)	John's Pass Village	450,000.00	25%	112,500.00
Parking Fund - (407)	407.6500.344505	Parking Management - (6500)	Misc. Lot Parking	410,000.00	25%	102,500.00
Parking Fund - (407)	407.6500.344508	Parking Management - (6500)	Business Parking Permit	15,000.00	50%	7,500.00
Sanitation Fund - (402)	402.7000.343400	Sanitation - (7000)	Sanitation Charges	1,800,000.00	35%	630,000.00
Stormwater Fund - (404)	404.9200.343700	Stormwater - (9200)	Stormwater Service	650,000.00	10%	65,000.00
				<b>Total Projected Reduction:</b>		<b>2,219,600</b>

## Report Property Damage (Hurricane or Other Calamity)

If your home has suffered catastrophic damage, there are provisions in Florida law that pertain to your property tax assessment and how it is affected when your home is destroyed by a hurricane, fire or other calamity.

- Contact our office as soon as possible to discuss the calamity and future assessment with your Area Appraiser
  - **For your convenience, we have created a storm damage form/survey** [↗](#) to report structural damage to your home and improvements (not fence damage or downed trees).
- Please provide photos and videos of damage, insurance adjusters' reports, repair receipts and any other related documentation to the structural damage of your home and improvements (not fence damage or downed trees).
- Our appraisers will document the property's condition and then return for a field visit at the end of the year to determine if repairs/rebuild have been completed.
  - If incomplete on January 1 after the damage occurred, appraisers will reduce your market and capped values accordingly as of January 1 for the new tax year.
  - The reduced value will affect the property tax bill you receive next November (e.g., if your home suffered extensive damaged in Aug 2024 and repairs are complete in Feb 2025, your Nov 2024 tax bill will not include any property tax reduction, it will appear on your Nov 2025 tax bill and the value of repaired/replaced property won't be taxed until Nov 2026).
- Homeowners may continue to receive the homestead exemption and the Save-Our-Homes cap as long as they do not claim a new homestead exemption on a different home while they rebuild or repair the damages. [Section 193.155 4\(b\), Florida Statutes](#) [↗](#).
- Property revaluation once rebuild or repairs are complete:
  - If the repaired or replaced building is no larger than 110% of the former damaged building, no value is added over the capped value that existed at the time the damage occurred.
  - If the rebuilt square footage is greater than 110% of the building's original size, only the value attributed to excess square footage is added above the 3% Save-Our-Homes cap or 10% non-homestead cap.
  - If the original home was less than 1,500 SF, a maximum of 1,500 SF or 110% of the original, whichever is greater, may be added and remain under the respective cap.
  - For more information, please read the section below titled *Repair or Replacement of Damaged or Destroyed Property due to a Calamity*

## Property Tax Refund

### Will my 2024 tax bill be reduced due to damage from Hurricane Debby, Helene or Milton?

Property values and tax bills for the 2024 tax year are based on values as of January 1, 2024. While 2024 tax bills will not be reduced, residential property owners are eligible for a partial property tax refund due to damage associated with a catastrophic event if certain conditions are met:

- The property must be rendered uninhabitable from damage associated with a hurricane or other catastrophic event for a minimum of 30 days from the date of the event.
- The owner must provide our office a completed form [DR-465 Application for Catastrophic Event Tax Refund](#) as per [Section 197.319, Florida Statutes](#).
- The DR-465 form must be accompanied by supporting documentation showing the real property could not be inhabited after the catastrophic event to include utility bills, insurance claims, contractor statements, permit applications, or certificates of occupancy.
- The deadline to file for the refund is March 1 of the year immediately following the catastrophic event.
- The taxpayer is still responsible for paying property taxes owed.
- Refunds will be issued to the taxpayer after confirmation that the above conditions have been met.

### IF YOU WERE IMPACTED BY HURRICANE DEBBY, HELENE or MILTON, PLEASE READ CAREFULLY

You have until **March 1, 2025**, to apply. Please do not submit [DR-465 Form](#) before the following is known:

- Hurricane Debby impacted Pinellas County on August 3, 2024, the maximum number of days a residential property may have been uninhabitable in 2024 is 151 days (Aug 3, 2024 - Dec 31, 2024).
- Hurricane Helene impacted Pinellas County on September 26, 2024, the maximum number of days a residential property may have been uninhabitable in 2024 is 97 days (Sep 26, 2024 - Dec 31, 2024).
- Hurricane Milton impacted Pinellas County on October 9, 2024, the maximum number of days a residential property may have been uninhabitable in 2024 is 84 days (Oct 9, 2024 - Dec 31, 2024).
- Please read the Instructions on page 2 of the [DR-465 Form](#) carefully to understand the documentation required and refund calculations.
- 2024 property taxes must be paid in full prior to refund issuance. [Tax bills will be available on the Pinellas County Tax Collectors website on November 1, 2024](#).
- Supporting documentation must be provided showing the real property could not be inhabited following the date of the catastrophic event includes utility bills, insurance claims, contractor statements, permit applications, or certificates of occupancy.

Once you have applied and met the requirements for the refund, it will take a minimum of 4-6 weeks to issue the refund (process starts with the Property Appraiser and ends with Tax Collector issuing refund). Our office cannot begin the refund process until January 2025.



# Memorandum

**Meeting Details:** November 13, 2024

**Prepared For:** Hon. Mayor Brooks & Board of Commissioners

**Staff Contact:** Andrew Laflin, Finance Director

**Subject:** Ordinance 2024-22 Fees and Collection Procedure Manual – FY 2025 Update #1

## **Background**

The purpose of this agenda item is to present to the Board of Commissioners proposed amendments to the Fees and Collection Procedure Manual to establish new fees and alter certain existing fees.

Exhibit A contains the Fees and Collection Procedure Manual with tracked changes. Within Exhibit A, all updates to the manual, including addition of new fees, changing existing fees, modification of current explanatory language, and other similar changes, are included in red font with previous fee amounts and language stricken. Thus, Exhibit A provides an illustration of listed fees before and after the amendments resulting from Ordinance 2024-22. The primary area or department involved in these proposed fee changes is as follows:

- Development Services – Reduction of permit fees.

## **Fiscal Impact**

This amendment will result in a reduction of revenues within the Building Fund. However, the Building Fund has sufficient reserves to absorb the projected loss of revenue resulting from this proposed fee change.

## **Recommendation(s)**

Staff recommends approval of Ordinance 2024-22 on First and Second Reading.

## **Attachments**

- Ordinance 2024-22
- Exhibit A: Fees and Collection Procedure Manual with tracked changes

## ORDINANCE 2024-22

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA; REPEALING ORDINANCE 2024-05; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Madeira Beach adopted Ordinance 2024-05 providing for the amendment of Fees and Collection Procedures Manual; and

**WHEREAS**, on September 24, 2024, the Governor of the State of Florida entered an Executive Order declaring a State of Emergency for 64 counties in the State of Florida, including Pinellas County, due to the dangers presented by Hurricane Helene; and

**WHEREAS**, on October 5, 2024, the Governor of the State of Florida also entered Executive Order declaring a State of Emergency for 35 counties in the State of Florida, including Pinellas County, due to the dangers presented by Hurricane Milton; and

**WHEREAS**, Hurricanes Helene and Milton posed serious threats to the lives and property of residents of Madeira Beach, Florida and a State of Local Emergency was declared for all territory within the legal boundaries of Madeira Beach, Florida; and

**WHEREAS**, both Hurricanes Helene and Milton caused extensive damage to public utilities, public buildings, public communications systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

**WHEREAS**, City Staff has reviewed the current provisions of the Fees and Collection Procedures Manual for the City of Madeira Beach and wishes to revise same to provide homeowners and business owners relief from the normal building permit fees; and

**WHEREAS**, City staff wishes to repeal Ordinance 2024-05.

**WHEREAS**, the recommendations of staff have been found meritorious by the Board of Commissioners; and

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

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

**Section 1.** The City of Madeira Beach’s revised Fees and Collection Procedures Manual attached hereto as Exhibit A is hereby adopted.

**Section 2.** Ordinance 2024-05 is hereby repealed.

**Section 3.** Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

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

\_\_\_\_\_  
Anne-Marie Brooks, Mayor

**ATTEST:**

\_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_



# Business Impact Estimate

*This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Madeira Beach's website by the time notice of the proposed ordinance is published.*

Proposed ordinance's title/reference:

## **ORDINANCE 2024-22**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURE MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA; REPEALING ORDINANCE 2024-05; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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 law<sup>1</sup> 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. Development orders and development permits as those terms are defined in Section 163.3164, Florida Statutes, and development agreements as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;
  - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party;

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. 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. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance amends the Fees and Collection Procedure Manual to changing existing fees within Development Services.

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.

This amendment reduces building permit fees and eliminates permit fees in certain circumstances, which will reduce total costs of construction for businesses and residences alike.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Difficult to estimate.

4. Additional information the governing body deems useful (if any):

This amendment will result in a reduction of revenues to be generated in the Building Fund. However, the Building Fund has sufficient reserves to absorb this projected revenue loss.

**Exhibit A**  
**Ordinance 2024-22**



# **FEES & COLLECTION PROCEDURE MANUAL**

(Updated Through Ordinance 2024-22)

**Office of the City Clerk**

**Adopted:** \_\_\_\_\_

# FEES & COLLECTION PROCEDURE MANUAL

(UPDATED THROUGH ORDINANCE 2024-22)

## INDEX

**ARTICLE I. CITY CLERK’S OFFICE- FEES FOR INSPECTING AND COPYING PUBLIC RECORDS..... 4-6**

- A. *What is a public record?* ..... 4
- B. *Right of access to public records under reasonable conditions, F.S.,Sec. 119.07(1)(a)* ..... 4
- C. *Extensive requests pursuant to F.S. §199.07(4)*..... 5
- D. *Fees for inspecting and copying public records pursuant to F.S. §119.07(1)(a)*.....5
- E. *Custodian of Public Records and Designated Custodians of Public Records* ..... 6

**ARTICLE II. DEVELOPMENT SERVICES ..... 6-13**

- A. *General Development Services Fee Structure* ..... 6
- B. *Special Magistrate Hearings*..... 6
- C. *Alcoholic Beverage Permit Application* ..... 7
- D. *Platting* ..... 7
- E. *Vacation*..... 7
- F. *Site Plan and Redevelopment Process* ..... 7
- G. *Zoning/Land Development Regulation Interpretations and Meetings* ..... 8
- H. *Zoning Verification Letter* ..... 8
- I. *Land Development Regulations Amendment* ..... 8
- J. *Land Use Amendment*..... 8
- K. *Rezoning* ..... 8
- L. *Planned Development (PD) and Plan Development Amendments*..... 8
- M. *Special Agreements* ..... 9
- N. *Unaddressed Research Requests* ..... 9
- O. *FEMA/Floodplain Ordinance Interpretations*..... 9
- P. *FEMA Verification Letter*..... 9
- Q. *Solicitor's Permit*..... 9
- R. *Short-term/Vacation Rental Certification* ..... 9
- S. *Specific Site Plan Applications* ..... 10
- T. *Building Permit Fee Schedule* ..... 10
- U. *Impact Fee Schedule*..... 12

**ARTICLE III. FINANCE DEPARTMENT..... 13-14**

- A. *Credit Card Transaction Convenience Fee* ..... 13
- B. *Indebtedness Search* ..... 13
- C. *Returned/unfunded/worthless checks* ..... 13
- D. *Recording of Documents* ..... 13
- E. *Parking Fines and Penalties* ..... 13
- F. *Special Event Parking Permit* ..... 13
- G. *Business Parking Permit* ..... 14
- H. *Parking meters city wide* ..... 14
- I. *Festival Parking* ..... 14
- J. *Parking Fee Amendment Resolution* ..... 14

**ARTICLE IV. FIRE DEPARTMENT ..... 14-15**

- A. *Fire& Life Safety Inspection* ..... 14
- B. *Fire Plan Review and Correlated Inspection* ..... 15
- C. *CPR Classes* ..... 15
- D. *Fire Engine Rental for Fire System Testing and/or Certification* ..... 15
- E. *Special Event Fee* ..... 15
- F. *Short Term Vacation Rental Inspection – Annual* ..... 15

**ARTICLE V. PARKS & RECREATION..... 15-20**

- A. *Recreation* ..... 15
- B. *Recreation Center and City Hall Rentals* ..... 16
- C. *Park & Pavilion Rentals* ..... 17
- D. *Athletic Field Rentals* ..... 18
- E. *Wedding Permits* ..... 19
- F. *Special Events* ..... 19

**ARTICLE VI. PUBLIC WORKS ..... 20-26**

- A. *Trash, Recycling, and Garbage* ..... 20
- B. *Stormwater Utility Management* ..... 22

**ARTICLE VII. MUNICIPAL MARINA ..... 26-28**

- A. *Vessel Inspections* ..... 26
- B. *Madeira Beach Municipal Marina Fees* ..... 26

## ARTICLE I. CITY CLERK'S OFFICE- FEES FOR INSPECTING AND COPYING PUBLIC RECORDS

(Res. 2016-24, 07/12/2016; Res. 2013-50, 10/08/2013; Res. 09.10, 09/21/2009; Res. 04.02, 01/27/2004; ORD. 2018-03; 06/12/2018; Ord. 2019-06); Ord. 2020-04; Ord. 2021-12 05/12/21

### SECTION A. What is a public record?

Section 119.11 (12), F.S., defines "public records" to include:

"all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency."

The Florida Supreme Court has interpreted this definition to encompass all materials made or received by an agency in connection with official business which are used to perpetuate, communicate, or formalize knowledge. *Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc.*, 379 So. 2d 633, 640 (Fla. 1980).

All such materials, regardless of whether they are in final form are open for public inspection unless the Legislature has exempted them from disclosure.

*Wait v. Florida Power & Light Company*, 372 So. 2d 420 (Fla. 1979)

### SECTION B. Right of access to public records under reasonable conditions, F.S., Sec. 119.07(1)(a):

"Every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time under reasonable conditions and under supervision by the custodian of the public records."

The term "reasonable conditions" as used in Sec. 119.07(1)(a), F.S., "refers not to conditions which must be fulfilled before review is permitted but to reasonable regulations that would permit the custodian of the records to protect them from alteration damage, or destruction and also to ensure that the person reviewing the records is not subjected to physical constraints designed to preclude review." *Wait v. Florida Power & light Company*, 372 So. 2d 420. 425 (Fla. 1979). See also *Chandler v. City of Greenacres*, 140 So. 3d 1080, 1084 (Fla. 4th DCA 2014) (noting the narrow interpretation of the phrase "reasonable conditions"): and *Tribune Company v. Cannella*, 458 So. 2d 1075, 1078 (Fla. 1984), *appeal dismissed sub nom.*, *DePerte v. Tribune Company*, 105 S.Ct. 2315 (1985) (the sole purpose of custodial supervision is to protect the records from alteration, damage, or destruction).

Accordingly, the "reasonable conditions" do not include a rule or condition of inspection which operates to restrict or circumvent a person's right of access. AGO 75-50. "The courts of this state have invalidated measures which seek to impose any additional burden on those seeking to exercise their rights to obtain records" under Ch. 119, F.S. inf. op. to Cook, May 27. 2011. And see *State v. Webb*, 786 so. 2d 602 (Fla. 1st DCa 2001) (requirement that persons with custody of the public records allow records to be examined "at any reasonable time, under reasonable conditions" is not unconstitutional as applied to public records custodian who was dilatory in responding to public records requests).

A public records request "shall provide sufficient specificity to enable the custodian to identify the

requested records. The reason for the request is not required to be disclosed." Fla. R. Jud. Admin 2.420(m)(l). The custodian "is required to provide access to or copies of records but is not required either to provide information from records or to create new records in response to a request." *Commentary, In re Report of the Supreme Court Workgroup on Public Records*, 825 So. 2d 889, 898 (Fla. 2002). The custodian having custody of the records shall determine whether the requested records are subject to the rule, whether there are any exemptions, and the form in which the record is provided. Fla. R. Jud. Adm in. 2.420(m)(2). If the request is denied, the custodian shall state in writing the basis for the denial. *Id.*

**SECTION C.** Extensive requests pursuant to F.S. §199.07.(4).

Sec. 119.07(4)(d), F.S., provides, "[i]f the nature or volume of public records requested to be inspected or copied pursuant to this subsection is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required or both."

If a public records request requires an extensive use of the City's resources, a special service charge may be imposed. Special service charges will be calculated based upon the City's actual cost of burden, (wages, taxes, insurance, and benefits), for the lowest paid personnel capable of fulfilling the request.

Large volume of records requested. Deposits are based upon an actual estimate of the cost of production, with a minimum of 50% due before production of the records begins.

**SECTION D.** Fees for inspecting and copying public records pursuant to F.S. §119.07(1)(a).

Public records held by the City are open to inspection by any person, during reasonable times and under reasonable circumstances. Although Florida law makes some records exempt or confidential, the City wishes to make all non-exempt records available to the public at no cost provided the request to inspect or copy records does not involve an extensive use of City personnel or other resources.

- (1) One-sided copy, each page ..... \$0.15
  - (2) Two-sided copy, each page ..... \$0.20
  - (3) Certified copy, each page ..... \$1.00
  - (4) Notary Public Fee ..... \$5.00
- Pursuant to F.S. §117.05(2a); the fee of a notary public may not exceed \$10.00 for any one notarial act, except provided in Sec. 117.045.)

***\*For all other requests, the fee prescribed for duplication of public records shall represent the actual cost of duplication.***

For purposes of this sections, "Duplicating" means the process of reproducing an image or images from an original to a final substrate through the electrophotographic, xerographic, LED, inkjet or dye sublimation, laser, or offset process or any combination of these processes, by which an operator can make more than one copy without rehandling the original.

**SECTION E. Custodian of Public Records and Designated Custodians of Public Records**

**CUSTODIAN OF PUBLIC RECORDS**

Clara VanBlargan, MMC, MSM, City  
Clerk cvanblargan@madeirabeachfl.gov  
Phone (727) 391-9951, ext. 231

**RECORDS CUSTODIANS**

The Records Custodian of each department are designated by the City Clerk. The records custodian of their department shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time under reasonable conditions and under supervision by the custodian (supervisor) of those public records to be inspected or copied. Although, the custodian "is required to provide access to or copies of records they are not required either to provide information from records or to create new records in response to a request." *Commentary, In re Report of the Supreme Court Workgroup on Public Records*, 825 So. 2d 889, 898 (Fla. 2002), and shall determine if the requested records are subject to the rule, whether there are any exemptions, and the form in which the record is provided. Fla. R. Jud. Adm in. 2.420(m)(2). If the request is denied, the custodian shall state in writing the basis for the denial. *Id.*

A list of designated department Records Custodians is posted in each department and on the City’s website.

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**ARTICLE II. DEVELOPMENT SERVICES**

*A. General Development Services Fee Structure:*

It is the intent of the City that all development review costs be borne by the beneficiaries. The initial nonrefundable fee will be required at the time an application is submitted. Costs for review services including personnel, consulting or material will be charged against the account of each application. At such time as costs meet the value of the submitted fee, all review activities will be suspended until the applicant submits an additional fee in an amount equal to the initial fee. Unused fee amounts beyond the initial nonrefundable fee will be reimbursed at issuance of the Certificate of Occupancy (CO). The cost of required advertising and mailing for major site plans, land use or zoning amendments will be charged separately and paid prior to the scheduling, advertising, or preparation of mailed notice for public hearings and/or meetings. These fees do not include costs associated with the developer’s conduct of neighborhood/community meetings which will be the financial responsibility of the developer. This policy applies to all the fees of this section.

*B. Special Magistrate Hearings.* Fees for Special Magistrate Hearings shall be as follows:

*(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 05.20, 09/14/2005; res. 04.08, 06/22/2004, Ord. 936, §1, 02/20/2001; Ord. 953, §2, 11/13/2001; Code 1983, §19-502)*

- (1) Zoning variances for residential dwelling units (per variance,-up to three units).....\$1,800.00
- (2) Zoning variances for multifamily, tourist dwellings, or commercial.....\$2,000.00



(3) Special exception use .....	\$1,800.00
(4) Appeal of decision (appeal is refundable if decision is overruled).....	\$1,500.00
(5) After-the-fact variance (double fee)..... (Ordinance 2016-06)	\$3,600.00
(6) Conversion of a nonconforming non-habitable area into a habitable area .....	\$1,000.00
C. Alcoholic Beverage Permit Application Fee .....	\$800.00
(Res. 2012-14, 09/05/2012)	
D. Platting.	
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)	
(1) Review of construction drawings .....	\$500.00
(2) Replat .....	\$500.00
(3) Final .....	\$500.00
(4) Amendment to a plat .....	\$500.00
(5) Minor subdivision .....	\$350.00
(6) Lot line adjustments.....	\$200.00
(7) Unity of title .....	\$100.00
(8) Rescission of unity of title .....	\$250.00
E. Vacation. (Not including costs associated with referendum)	
(Res. 2016-24, 07/12/2016, Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)	
Right-of-way (as approved by referendum) .....	\$1,500.00
Easement (as approved by referendum when required) .....	\$1,500.00
F. Site Plan and Redevelopment Process	
Level of site plan review to be determined in accordance with city land development ordinance and interpreted by development review staff.	
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)	
(1) Minor Site Plan Review .....	\$300.00
(2) Intermediate Site Plan Review	
a. First Review Site Plan Submittal .....	\$1,000.00
(3) Major Site Plan Review	

- a. First Review Site Plan Submittal .....\$2,000.00
- (4) Administrative Waiver ..... \$500.00
- (5) Encroachment Extension .....\$1,000.00
- G. Zoning/Land Development Regulation Interpretations and Meetings – Base Fee..... \$100.00

*Interpretation of land development regulations such as number of legal units existing on a property, nonconforming provisions, subdivision regulations, and/or Planning, Zoning or Predevelopment review meetings. Such services would include up to one hour of meeting and or research of the Planner and can include the preparation of a written interpretation. Time required above an hour or requiring the participation of additional staff, shall be charged at the employees' hourly rate plus benefits on a time for time basis. On-site consultation with planner or Certified Flood Plain Manager (as needed; by request) requires an additional fee of \$100.00.*

- H. Zoning Verification Letter ..... \$100.00

Includes one hour of research. Additional time will be charged at the employee’s hourly rate plus benefits.

*(Res. 2016-24, 07/12/2016)*

*Verification in writing (formal letter on City stationary) as to the property's zoning. This includes a copy of the related district regulations. Such letters are often requested by realtors for property closings.*

- I. Land Development Regulations Amendment ..... \$1,500.00  
*(Res. 2016-24, 07/12/2016)*

- J. Land Use Amendment ..... \$3,000.00  
*(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)*

- K. Rezoning ..... \$2,000.00  
*(Res. 07-14, 06/26/2007)*

- L. Planned Development (PD) and Planned Development Amendments. *(Res. 07.14, 06/26/2007)*

- (1) Development Meetings-Charged as Plan Review Meetings at the combined hourly rate of all staff assigned by the Planning Director.

- (2) Plan Review

- a. Preliminary Plan and Standards Review ..... \$1,500.00

- b. First Plan and Standards Plan Review ..... \$2,500.00

- c. Each Subsequent Submittal .....\$500.00  
Plus hourly rate of assigned staff

- (3) Minor modifications not requiring full site plan, neighborhood/community meetings or zoning map amendment or amendment of the planned development agreement ..... \$1,000.00

- (4) Major modifications.....To be charged by the full rate for a new Planned Development.

- (5) Development Agreements..... Application fee of \$500.00 and charges will include all staff

and consulting time at hourly rates plus benefits and will be paid prior to execution of the Development Agreement Ordinance.

M. *Special Agreements (for Development Agreements, see Section L)*  
*(Res. 10.12, 07/20/2010; 07.14, 06/26/2007)*

(1) For Board of Commissioner's Approval..... \$500.00

*\*Plus, City Attorney's legal and recording fees; i.e. encroachment(s); use of City parking area, etc.*

(2) For Administrative Review and Approval .....all staff hourly rates, legal and recoding fees

N. *Unaddressed Research Requests –Base Fee* ..... \$100.00

O. *FEMA/Floodplain Ordinance Interpretations and Reviews–Interpretation Base Fee* ..... \$100.00

Interpretation of the City's Floodplain Ordinance beyond the verification of the specific flood zone and the basic requirements related to that zone. Such request would include up to one hour of research and include the preparation of a written interpretation. Additional research time shall be charged at the rate of \$100 per hour.

Building Plan Review Base Fee of \$50 or 10% of any building permit fee of over \$1,000, whichever is greater plus \$100 additional fee for any revisions to signed and sealed plans or for site changes.

P. *FEMA Verification Letter* ..... \$100.00

*Verification of FEMA flood zone in writing (formal letter on city stationery) (Res. 2016-24; 07/12/2016)*

Q. *Solicitor's Permit (Res. 07.23, 12/11/2007)*

(1) Permit for any business with current Local Business Tax Receipt (BTR) .....\$10.00

(2) Permit for any business without current BTR ..... \$100.00

a. For each additional person participating without a BTR .....\$20.00

R. *Short-term/Vacation Rental Certification Certificate of Compliance* ..... \$300.00

S. *Specific Site Plan Applications*

(1) Dog Dining Request .....\$75.00

*A fee of \$75.00 shall be required for both the initial application and subsequent annual renewals requesting to allow dogs in specified outdoor area(s) of a food service establishment during operating hours. This fee shall offset the City's cost to administer, review and inspect such request. This fee shall apply only to pet dogs, service animals are already permitted within business establishments by law.*

(2) *Sign, Murals, Banners*..... \$75.00

T. *Building Permit Fee Schedule.*

The following building permit fee schedule shall be used when issuing a permit for any type of construction including, but not limited to, the following: Commercial, Residential, Single Family or Multi-Family for Building, Mechanical, Plumbing, Gas, Fire Roofing, Swimming Pools, Aluminum Structures, Interior or Exterior remodeling, Accessory Structures, Additions, Fuel Tanks, Alarms, Sprinklers, Driveways, Signs, Docks, Seawalls, Walls and Fences, Sheds, Infrastructure or Excavation, or any other type of construction under the Florida Building Code.

(Res. 2016-24, 07/12/2016; Res. 2016-03, 02/09/2016)

- (1) Residential and Commercial (NON-REFUNDABLE) permit plan review deposit fee
  - a. Value of \$2,499 or less .....\$50.00
  - b. Value of \$2,500 or more ..... 25% of total permit value (minimum \$50)

*The application plan review fee shall be collected at the time of the submitted permit application. This shall be a non-refundable plan review application fee in addition to any other applicable fees listed in Article II, Section I (Building Permit Fee Schedule).*

**Definitions of "residential" and "commercial" are based on the 2017 2020 Florida Building Code:**

*"Residential building" shall mean any "one- and two-family dwelling" or portion thereof, including "townhouses", that is used, or designed or intended to be used for human habitation, for living, sleeping, cooking, or eating purposes, or any combination thereof, and shall include accessory structures thereto.*

*"Commercial": for this code, all buildings that are not included in the definition of "residential buildings."*

- (2) EXPRESS Permit – issued same day (plus any additional applicable fees) .....\$50.00

- (3) Valuation Fee: ~~Two percent 2%~~ **One Percent (1%)** of the Total Project Value, which includes both materials and labor and other related fees). **Zero Percent (0%) of the Total Project Value for all Hurricane Helene and Hurricane Milton permit fees for work involving the interior and/or the exterior demolition, repairs, and/or new construction which includes both materials and labor and other related fees resulting from damage by both listed Hurricanes for a period of 180 days from the adoption of Ordinance 2024-22.**

- (4) Florida Surcharge Fee: The Building Permit fee as required by Florida Law, a total of two and one-half (2½%) percent per permit. A minimum of four dollars for the Building Permit Fees.

- (5) Pre-Permit Plan Review Fee: All plan review fees for large "commercial and residential" building permits including one-and-two family dwellings, townhouses, multifamily units and all commercial projects shall be:

- a. One-and-two family dwellings & townhouses ..... \$250.00
- b. Multifamily units & commercial projects ..... \$500.00
- c. FEMA - SI/SD projects ..... \$250.00
- d. Minimum fee..... \$100.00

- (6) Re-examination of plans due to corrections, changes, or alterations, prior to or after permit issuance.

- a. Plan revisions (Minor, 2,499 sq. ft. or less) ..... \$100.00  
 b. Plan revisions (Large) greater than (>) 2500sq. ft ..... \$250.00
- (7) Miscellaneous Fees:
- a. Certificate of Occupancy and/or Certificate of Completion .....\$50.00  
 b. Letters of Determination (e.g., flood, building, etc.) .....\$50.00  
 c. Change of contractor (all trades) .....\$50.00  
 d. Change of use or occupancy.....\$50.00  
 e. Demolition of structure:  
     i. Demolition base fee (up to 5,000 sq ..... \$100.00  
     ii. Structures over 5,000 sq. ft ..... \$250.00  
 f. Early release of power (*before electrical final*)..... \$50.00  
 g. Moving of structure..... \$100.00  
 h. Permit extension (*per extension*) ..... \$50.00  
 i. Transfer of Permit ..... \$50.00  
 j. Permit fee for applications performed by an outside entity:  
     *The permit fee for an application when the Building Official has approved the request of the applicant to have an outside entity, contracted by the applicant, perform the required inspections shall be:*  
     i. Fee per sq. ft. of the proposed structure ..... \$1.00  
     ii. Minimum fee, (plus any applicable fees) .....\$50.00  
 k. Red tags and/or failed inspection(s) (*per tag/inspection*) ..... \$50.00  
 l. Replacement of placard card (*per placard card*) ..... \$25.00  
 m. Special consultation with Building Official (*as needed; by request*) ..... \$100.00  
 n. FEMA or damage pre-permit inspection, Fire or Structural (*Includes Trades*)..... \$100.00  
 o. Building Code, Life & Health Safety inspection ..... \$100.00  
 p. After hours inspection (*beyond normal business hours*) ..... \$250.00  
 q. Stop-work order (*per order*) ..... \$50.00  
 r. Temporary power pole.....\$50.00  
 s. Tent permit .....\$25.00  
 t. Tree removal permit .....\$50.00  
 u. Well/Test boring application..... \$100.00  
 v. Each additional boring on same site ..... \$20.00  
 w. Building Safety/Milestone Report Review Fee ..... \$250.00
- (8) "After the Fact" permit fee:
- a. Shall be **(5)** times the face value of the permit valuation fees.  
 b. Any subsequent "After-the-fact" permit issued to the same Contractor, Property Owner and/or Homeowner within the following (12) months shall be **(10)** times the normal fees.
- (9) Refunds. NO refunds on permits unless such permit was issued in error in part of the City. There shall be no refund of fees if work commences or of the permit is 90 days or older.
- (10) Miscellaneous items. At the discretion of the Building Official, all construction related activities that do not qualify under one of the trades (Building, Mechanical, Electrical, Plumbing, and others) may be classified as miscellaneous. A permit for such activity may or may not be required at the

discretion of the Building Official. An appropriate related fee shall be set by the Building Official for such miscellaneous permit.

(11) Rental inspection fees (4 units or less)

- a. Initial application.....\$40.00
- b. Biennial license renewal.....\$15.00
- c. Initial inspection (*per unit*) ..... \$50.00
- d. Biennial inspection (*per unit*) ..... \$70.00
- e. Re-inspection fee (*per inspection*)..... \$100.00

*Re-inspection fee for every inspection after second if failure to correct violation(s) is due to owner/manager negligence.*

- f. Penalties: Ten percent (10%) penalty for failure to submit a timely renewal fee during first month of delinquency; an additional five percent (5%) penalty for each month of delinquency thereafter.

U. Impact Fee Schedule

Impact fees were adopted beginning on April 1, 2022, and impact fees are updated annually beginning October 1<sup>st</sup> each year through fiscal year 2028 in accordance with the schedule below, based on the following amount per sq ft of building area\*:

Category or Class	Calculated fee rate multiply by building area						
	FY 2022	FY 2023	FY 2024	FY 2025	FY202 6	FY 2027	FY 2028
Culture & Recreation	\$3.57	\$4.76	\$5.94	\$7.13	\$8.23	\$9.52	\$11.89
Mobility	\$0.45	\$0.60	\$0.75	\$0.90	\$1.05	\$1.20	\$1.50
Public Safety	\$0.18	\$0.24	\$0.30	\$0.36	\$0.42	\$0.48	\$0.60
<b>Total</b>	<b>\$4.20</b>	<b>\$5.60</b>	<b>\$6.99</b>	<b>\$8.39</b>	<b>\$9.70</b>	<b>\$11.20</b>	<b>\$13.99</b>

*\*Building area refers to 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.*

**ARTICLE III. FINANCE DEPARTMENT**

A. *Credit Card Transaction Convenience Fee* ..... An amount suitable to recover card processing fees charged to the City.

B. *Indebtedness Search*..... \$50.00

C. *Returned/unfunded/worthless checks*..... Pursuant to F.S. §68.065(2)

D. *Recording of Documents:*

(1) First Page .....\$10.00

(2) Each Additional Page..... \$8.50

E. *Parking fines and penalties.* Parking fines and penalties shall be as follows:

*(Res. 06.29, 11/28/2006; Res. 04.09, 08/10/2004; Code 1983, §5-19; City Ord 2022-23)*

(1) Overtime Parking .....\$60.00

(2) Double Parking.....\$80.00

(3) Parking in a "NO PARKING" Zone .....\$90.00

(4) Other Improper Parking.....\$90.00

(5) Delinquency Fee (After 15 Days).....\$30.00

(6) Disabled Parking Permit ..... *Sec. 66-52(c), Code of Ordinances*

*Note: A Parking enforcement officer can ticket every hour for repeat violations.*

F. *Special event parking permit (daily permit)* ..... \$35.00

Special event parking permits and road closure fees established for specified events are listed below with additional events authorized by the City Manager.

*(Res. 2014-20, 05/13/2014)*

Johns Pass Seafood Festival  
Memorial Day  
by the BOCC by resolution.

The Fourth of July  
Additional event days as authorized

G. *Business Parking Permit (up to 4 permits/month/Business) per month* ..... \$40.00

*Permit for any business with current Local Business Tax Receipt (BTR).*

H. *Parking meters city-wide*..... \$4.00/hr

I. *Overnight Parking* ..... \$72.00/day

*up to 7 days. Selective Surface Parking lots from 130<sup>th</sup> to Kitty Stuart Park.*

- J. *Festival Parking.* The City Manager maintains the right to designate festival parking rates for designated special events at his/her discretion. Each special event is subject to review.
- K. *No operator of a vehicle shall park a vehicle on dirt, grass or landscaped city rights-of-way, medians, swales, or similar areas. The city manager, or designee, may waive this prohibition on a temporary basis where it is determined that such waiver is necessary.*
- L. *Parking Fee Amendment Resolution.* In order to adjust parking fees as may be needed due to environmental, economic, or other conditions that may occur during the fiscal year, parking fees can be waived, decreased, or increased at any time during the fiscal year by Resolution of the Board of City Commissioners.

*\*Note/Clarification: Due to the parking meter fee increasing from \$4.00 per hour, the minimum charge for credit cards for half the time or thirty minutes is now \$2.00.*

*(Res. 04.09, 08/10/2004; Res. 04.02, 01/27/2004)*

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**ARTICLE IV. FIRE DEPARTMENT**

**A. Fire & Life Safety Inspection**

- (1) Places of Assembly (Posted Occupant Load):
  - a. Up to 49 People.....\$50.00
  - b. 50 –149 People.....\$100.00
  - c. 150 People or More .....\$150.00
- (2) Residential structures, hotel/motel, timeshare, rentals/resort rentals (5 units or greater)
  - a. 5 –10 Units.....\$100.00
  - b. 11 –20 Units.....\$150.00
  - c. 21 –49 Units .....\$200.00
  - d. 50 or More Units .....\$350.00
- (3) Automotive and/or Marine Service or Storage Facilities .....\$200.00
- (4) Automotive and/or Marine Fueling Facilities.....\$200.00
- (5) Standalone Single Business:
  - a. Up to 2,499 sq. ft.....\$50.00
  - b. 2,000 or more sq. ft .....\$100.00
- (6) Multiple Commercial/Businesses:
  - a. Unoccupied, per suite .....\$25.00
  - b. Occupied, per suite .....\$50.00
- (7) Storage Facilities
  - a. Up to 4,999 sq. ft .....\$100.00
  - b. 5,000 or more sq. ft .....\$200.00



- (8) Subsequent Fee for Each Return Inspection for Compliance .....\$30.00
- (9) Fire Department Red Tag/Stop Work Order .....\$50.00
- B. Fire Plan Review and Correlated Inspection(s)**
  - (1) For Site Plans and Building Plans .....\$0.05/sqft
  - (2) Other fire plans review (fire alarm, fire suppression, etc.) ..... \$250.00
  - (3) Failed inspections(s) (per each inspection).....\$50.00
- C. CPR Classes.**
  - (1) Resident .....\$25.00
  - (2) Non-resident.....\$50.00
- D. Fire Engine Rental for Fire System Testing and/or Certification.**
  - (1) First 4 Hours.....\$1,000.00
  - (2) Each Additional Hour ..... \$250.00  
(Res. 08.10, 09/23/2008)
- E. Special Event Fee**
  - (1) Fire Rescue Special Event (per Hour) ..... \$125.00
  - (2) Equipment Service Fee; Fuel, Oil, Maintenance, etc. (per unit per day).....\$50.00
  - (3) Special Event Inspection; Cooking Tents, Food Trucks, etc. (per event)..... \$100.00
- F. Short Term Vacation Rental Inspection - Annual (Air BNB, VRBO, etc.)..... \$100.00**

**ARTICLE V. PARKS & RECREATION**

*(Res. 2016-24, 07/12/2016; Res. 2016-03, 02/09/2016; Res. 2015-21, 08/11/2015; Res. 2015-09,03/10/2015; Res. 2014-53, 12/10/2014; Res. 10.05, 03/23/2010; Res. 09.09, 09/21/2009; Res. 07.14,06/26/2007; Res. 05.20, 09/14/2005; Res. 06.23, 09/13/2005; Code 1983 §19-508)*

- A. Recreation.**
  - (1) Adult Sports Registration:
    - a. Rate determined by sport, competitive analysis, and cost recovery.
      - i. Resident/Non-Resident Pricing model will be utilized.
  - (2) Youth Sports
    - a. Rate determined by sport, competitive analysis, and cost recovery.
      - i. Resident/Non-Resident Pricing model will be utilized.
  - (3) After-School Program (will take effect August 1, 2020):
    - a. Resident (*daily*) ..... \$9.00

- b. Non-Resident (*daily*) ..... \$12.00
- c. City Employee (*daily*) ..... \$9.00

(4) Summer Camp Program:

- a. Resident Rate by Session:
  - i. Session 1 ..... \$500.00
  - ii. Session 2 ..... \$500.00
  - iii. Full Summer Session .....\$1,000.00
  - iv. Individual Weekly Rate ..... \$150.00
- b. Non-Resident Rate by Session:
  - i. Session 1 ..... \$625.00
  - ii. Session 2 ..... \$625.00
  - iii. Full summer session.....\$1,250.00
  - iv. Individual weekly rate ..... \$200.00
- c. City Employee ..... Free

(5) Fitness Classes

- a. Contracted Recreation Instructors will agree to a 75% and 25% contract split with the City for their services.
- b. Recreation Director may negotiate class rate based upon needs/uses of recreation facilities as well as class supply requirements.

**B. Recreation Center and City Hall Rentals.**

*(Res. 2016-24, 07/12/2016; Res. 2015-21, 08/11/2-15; Res. 2014-53, 12/20/2014)*

(1) Monday – Thursday rental period. Rental hours must include set-up and breakdown for all vendors and guests. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. The 6.5% sales tax is included in hourly rates. Deposits may be refunded within thirty (30) days of an event.

- a. Recreation Center Rooms (security deposits are refundable)
  - i. Full Recreation Center (all rooms) (*security deposit \$400.00*) ..... \$300.00/hr.
  - ii. Boca View Hall (*security deposit \$200.00.00*) ..... \$100.00/hr.
  - iii. Ocean Walk Room (*security deposit \$200.00*) ..... \$50.00/hr.
  - iv. Starboard Room (*security deposit \$200.00*) ..... \$50.00/hr.
  - v. Outside Deck (*security deposit \$400.00*) ..... \$100.00/hr.
  - vi. Boca View Hall & Outside Deck (*security deposit \$400.00*) ..... \$150.00/hr.
  - vii. Setup/breakdown Fee- *Up to 2 hours before and 2 hours after* ..... \$50.00/hr.
- b. City Hall Rooms (security deposits are refundable)
  - i. City Centre Room (*security deposit \$400.00*) ..... \$200.00/hr.  
*(includes use of outside deck & restrooms)*
  - ii. Commission Chambers\* (*security deposit \$200.00*) ..... \$200.00/hr.

**\*ONLY as a backup space for outside reservations negatively impacted by weather.**

- c. Resident Discount- applied to hourly rental rates ..... 20% discount.

(2) Friday – Sunday rental period. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. The 6.5% sales tax is not included in hourly rates. Security deposit may be refunded within thirty (30) days following an event.

- a. Recreation Center Rooms (security deposits are refundable)
  - i. Full Recreation Center (*all rooms*) (*security deposit \$400.00*) ..... \$350.00/hr.
  - ii. Boca View Hall (*security deposit \$200.00*) ..... \$150.00/hr.
  - iii. Ocean Walk Room (*security deposit \$200.00*) ..... \$75.00/hr.
  - iv. Starboard Room (*security deposit \$200.00*).....\$75.00/hr.
  - v. Outside Deck (*security deposit \$200.00*)..... \$125.00/hr.
  - vi. Boca View Hall & Outside Deck-*(security deposit \$400.00)* ..... \$250.00/hr.
  - vii. Setup/breakdown Fee – Up to 2 hours before and 2 hours after .....\$50.00/hr.
- b. City Hall Rooms (security deposits are refundable):
  - i. City Centre Room (*security deposit \$400.00*) ..... \$250.00/hr.  
*(includes use of outside deck & restrooms)*
  - ii. Commission Chambers\* (*security deposit \$200.00*) ..... \$250.00/hr.

**\*ONLY as a backup space for outside reservations negatively impacted by weather.**

c. Resident discount on hourly rates.

(3) Set-up and Cleaning Fees (*per location*):

- a. Less than 50 attendees ..... \$100.00
- b. 50+ attendees ..... \$200.00

C. *Park & Pavilion Rentals*

*(Res. 2016-24, 07/12/2016; Res. 2015-09,03/10/2015)*

(1) Archibald Park

- a. Pavilion rental for four (4) hours (each additional hour is\$25.00/hour):
  - i. Resident..... \$100.00
  - ii. Non-Resident..... \$200.00
- b. Sand Volleyball Court Rental for four (4) hours (each additional hour is\$25.00/hour):
  - i. Resident.....\$25.00
  - ii. Non-Resident.....\$50.00

(2) John's Pass Park:

- a. Pavilion rental for four (4) hours (each additional hour is\$25.00/hour):
  - i. Resident..... \$100.00
  - ii. Non-Resident..... \$200.00

(3) Splash Pads Rentals

- a. Resident Rates
  - i. Splash Pad (2 Hours)..... \$100.00
  - ii. Splash Pad w/ Tables & Chairs on Patio(2 Hours) ..... \$200.00
- b. Non-Resident Rates

- i. Splash Pad (2 Hours)..... \$150.00
- ii. Splash Pad w/ Tables & Chairs on Patio(2 Hours) ..... \$250.00

D. Athletic Field Rentals

(Res. 2016-24, 07/12/2016; Res. 2014-53, 12/10/2014)

(1) Hourly resident rates by facility (6.8% Sales Tax NOT included)

- a. Softball Field .....\$25.00
- b. Soccer Field.....\$25.00
- c. Basketball Court ..... \$5.00
- d. Tennis Court ..... \$5.00
- e. Field Preparation and Lining (softball).....\$45.00
- f. Field Preparation and Lining (football/soccer) .....\$25.00
- g. Attendant Fee (per staff member).....\$25.00
- h. Rental Cleaning Fee .....\$25.00
- i. Light Fee .....\$10.00

(2) Hourly non-resident rates by facility (6.5% Sales Tax NOT included)

- a. Softball Field .....\$30.00
- b. Soccer Field.....\$30.00
- c. Basketball Court .....\$10.00
- d. Tennis Court .....\$10.00
- e. Field Preparation and Lining (softball).....\$50.00
- f. Field Preparation and Lining (football/soccer) .....\$30.00
- g. Attendant Fee (per staff member).....\$30.00
- h. Rental Cleaning Fee .....\$30.00
- i. Light Fee .....\$15.00

E. Wedding Permits.

(1) Small wedding permit application fee ..... \$100.00\*

- a. *\*A gathering of less than 50 persons with minimal decor as determined by staff; additional fees may apply.*

(2) Wedding permit application fee..... \$200.00\*

- a. *\*A gathering of more than 50 persons with minimal decor as determined by staff; additional fees may apply.*

F. Special Events.

(1) Event Application Fee (less than 1,000 attendees)..... \$100.00

(2) Event Application Fee (more than 1,000 attendees) ..... \$250.00

*A fee of \$100.00/\$250.00 payable to the City as reasonable cost for processing, evaluating, and issuing the permit is required. The BOC may waive the application fee by resolution at annual special event review when determined in the best interest of the community and upon demonstration of non- profit status.*

(3) Deposit. *Deposits shall be determined upon the estimated impact on the City*

owned property of which the event is hosted.

- a. Small event.....\$250.00
- b. Large event..... \$500.00

*A refundable deposit shall be payable to the City in advance of the event for damage to public property or City services incurred in direct association with the event and not identified in the original special event application approval. The BOCC may waive the deposit by resolution at annual special event review when determined in the best interest of the community, and upon. The City reserves the sole right to determine which portion, if any, of the deposit shall be returned to the applicant within 30 days after the event. The City Manager may waive special event fees to the amount of no more than \$500 upon his/her determination that it will be a benefit to the community.*

(4) Fees

- a. Large Event (1,000+ Attendees)
  - i. Facility Rental Per Event .....\$3,000.00  
*(Includes use of stage and event field)*
- b. Small Event (Less than 1,000 attendees)
  - i. Stage Fee
    - 1. Resident.....\$50.00/hr.
    - 2. Non-Resident..... \$100.00/hr.
  - ii. Field Usage Fee
    - 1. Resident.....\$50.00/hr.
    - 2. Non-Resident..... \$100.00/hr.
- c. City Event Fees
  - i. Trash Can Fee *(per trash can)* ..... \$5.00
  - ii. Dumpster fee with single pick-up 3 Yard Dumpster .....\$136.70
  - iii. Event Barricades (available at City Hall Property Only)
    - 1. Setup Fee per – event ..... \$100.00
    - 2. Barricade Fee - per day .....\$10.00
  - iv. Other fees including but not limited to additional City personnel staff, such as EMT support through Madeira Beach Fire Department, etc. Five times the rental fee for receptacles will be withheld from deposit for those not returned within 48 hours of event.
- d. Mandatory Non-City Fees. The required used of Pinellas County Sheriff's Deputies, as defined within the special events section of ordinances, will be negotiated directly with the Pinellas County Sheriff's Office. It is the **sole responsibility of the applicant** to secure the appropriate number of deputies as required by the Sheriff's Department.
- e. Other Non-City Fees. Other fees included but not limited to Madeira Beach City Centre and field clean-up, additional civilian security, and vehicle parking professionals shall be the **sole responsibility of the applicant**.

- f. Table games (Canasta, Bridge, etc.)
  - i. Resident: ..... \$1.00
  - ii. Non-resident: ..... \$2.00

**ARTICLE VI. PUBLIC WORKS**

**A. Trash, Recycling, and Garbage**

**(1) Removal service fees-**

All residents, occupants, or owners of premises in the city shall be required to have accumulations of garbage, trash, garden trash, recyclable items, and noncombustible refuse removed and disposed of by the sanitation division of the city Public Works Department. For the purpose of this section a unit shall be defined as a living unit for human habitation containing kitchen facilities. The charges for garbage, recycling, and trash removal services shall be as follows:

- a. Single Family and Multi-Family, per dwelling, per month:
  - i. 64 Gallon Cart..... \$38.74
    - o Each additional cart per month .....\$14.00
  - ii. 96Gallon Cart.....\$45.74
    - o Each additional cart per month .....\$14.00
- b. Commercial. All offices and business establishments required to have a local business tax receipt are hereby classified commercial. A commercial rate for the collection of garbage and trash is hereby established to be in accordance with the following for non-compacting containers:
  - i. Service twice per week, per month (Dumpster)
    - (a) One cubic yard..... \$122.82
    - (b) One and a half cubic yard.....\$157.00
    - (c) Two cubic yard .....\$191.17
    - (d) Three cubic yard.....\$259.52
  - ii. Each additional service per week, per month (Dumpster)
    - (a) One cubic yard ..... \$68.35
    - (b) One and a half cubic yard.....\$76.90
    - (c) Two cubic yard .....\$102.53
    - (d) Three cubic yard .....\$136.70
  - iii. Service twice per week, per month (96 Gallon cart) ..... \$40.00
    - o Each additional cart per month ..... \$14.00
  - iv. Each additional service per week, per month (96 gallon cart) ..... \$16.00
  - v. Sunday collections are double the additional service rate.
  - vi. Replacement Toter fee \$75.00
  - vii. Accounts classified as multifamily dwelling, or hotel, motel or motor lodge may elect to be charged for garbage and trash removal services in conformity with the

commercial rates defined in this section but in no case shall less than one can per unit be elected. It is the burden of the property owner to notify the city of such election. Those establishments electing the commercial or bulk rate shall have the option of changing the type of service by giving 30 days' notice. Requests for changes in service shall be in writing and addressed to the city. The city reserves the right to determine the number of cans, the number and size of containers and/or frequency of disposal, with applicable charges, during any period of the year, for commercial containers.

- c. Bulk item removal. Any item identified in section 54-33 regarding the removal of other waste and non-combustible refuse will be collected by the city, for a minimum disposal fee of \$50.00 plus \$10.00 for each item picked up
- d. Unlawful/Illegal Dumping ..... \$250.00
- e. Bulk waste. Noncombustible refuse in excess of normal weekly limits, by either residential or commercial establishments shall be picked up at the rate of \$50.00 per hour per collection day, based on elapsed time of collection, plus allowances for disposal run and dump charges. Such charges shall also be made to homes having more than normal trash collection.

(2) Recycling service fees (Commercial)

- a. Condominium properties shall be billed based on direct costs incurred by the City to provide recycling service through its contractual service provider.

(3) Billing.

It is the property owner's responsibility to pay charges against the property. It shall be at the discretion of the city to determine the appropriate billing party. Upon request, the city will attempt to bill tenants, but only if the owner signs a statement acknowledging his responsibility for the charges generated, along with the information necessary so that they may be contacted at the point wherever a delinquency occurs. The city reserves the right to bill the property owner, if it so chooses, regardless of circumstances surrounding the account.

(4) Owner's liability.

If the premises are sold, any remaining claims by the city for garbage and trash services not settled at time of transfer of ownership of the property shall become the responsibility of the new owner. This applies equally to the sale or foreclosure of any property and represents charges for service presently or previously provided. On all premises, the owner of such premises shall be liable for all garbage and trash service charges against the property irrespective of whether such premises is occupied by owner, tenant, or vacant. The occupation of fully constructed premises shall be irrelevant to the liability of the owner and/or occupant for the charges as provided for in this section. The schedule of charges shall be imposed on all fully constructed premises, whether occupied or not, and regardless of volume of garbage or trash generated. Liability for payment shall begin on the date of ownership of property.

(5) Payment, penalties, delinquency constitutes lien against property.

*(Code 1983, §19-511)*

All garbage and trash fees are due and payable upon receipt. Bills not paid within 30 days of the billing date will be considered delinquent and shall constitute grounds for filing a lien against the property with the clerk of the circuit court. Bills that arrive after the 30-day deadline will be assessed penalty interest on the next bill. It is the owner's responsibility to see that the payment arrives within the 30-day billing period. Bills not paid within 30 days shall have penalty interest added at the rate of 1½ percent per month beyond the delinquency date (30days).

**B. Stormwater Utility Management**

(1) Created.

A stormwater management utility fee, also referred to in this section as "fee" was created and imposed on all developed property within the city for services and facilities provided by the stormwater management program. For the purposes of imposing the fee, all developed property within the city shall be classified into the following three classes:

- a. Residential Property
- b. Non-Residential Property
- c. Mixed Use Property

The Public Works Director will, from time to time, prepare a list of property within the City and assign a classification of residential or nonresidential property.

(2) Schedule of Rates

*(Res. 05.20, 09/14/2005)*

- (1) The EDU rate shall be \$10.00 per month for each EDU.
- (2) The stormwater management utility fee shall be calculated for each developed property as follows:

- i. The fee for property consisting solely of dwelling units is the rate of one EDU multiplied by the number of dwelling units existing on the property. That is:

$$\text{Fee} = (\text{EDU rate}) \times (\text{Number of dwelling units})$$

- ii. The fee of a property with no dwelling units is the rate of one EDU multiplied by the numerical factor. The numerical factor is obtained by dividing the total impervious area in square feet of the nonresidential property by 1,249 square feet. The resulting calculation is:

$$\text{Fee} = (\text{EDU rate}) \times (\text{Impervious area expressed in square feet}) / 1,249 \text{ square feet, but not less than the rate for one EDU}$$

***\*Fractional remainders***

- iii. The fee for mixed use property (dwelling units and commercial) is the rate of one EDU multiplied by the number of dwelling units existing on the property. The total on-site impervious is then compared to the impervious area allocated to dwelling units by multiplying the number of dwelling units X 1,249 square feet per dwelling unit and subtracting the resulting square footage of impervious area from the total impervious area. If the remaining impervious area is zero or negative, the fee is the EDU rate multiplied by the number of dwelling units.



If the remaining impervious area is greater than zero, then the additional fee for the remaining impervious area is calculated under subsection (2)(b) of this section.

- (3) The minimum fee for developed property, whether residential or nonresidential, within the city is equal to the rate of one EDU subject to reduction as set forth in subsection (4) of this section.
  - (4) On-site stormwater quality management facilities reduction shall be allowed and calculated as follows:
    - i. In order to encourage the improvement of the quality of stormwater runoff, a reduction in the stormwater management utility fee is authorized for those developed properties which are addressed by a stormwater management facility designed and constructed for the purpose of stormwater pollution reduction.
    - ii. A reduction in fee is allowed for a particular developed property only if the stormwater runoff from the property is treated by a stormwater management facility that has been designed, constructed, and is maintained properly for the purpose of stormwater pollution reduction and adheres to the drainage requirements of the ten-year frequency, 60-minute storm event. If it is determined by the Director of Community Services that the stormwater management facility has not been, nor is currently being, properly maintained as designed, the Director of Community Services may disallow the on-site stormwater management facility credit.
    - iii. Specific stormwater treatment facilities that qualify for this reduction include, but are not limited to, retention or filtration ponds; front, rear, and side lot swales; mechanical treatment or separation facilities; or extensive improvement in the amount of pervious surfaces by the use of turf-block for parking areas, driveways, patios and sidewalks.
    - iv. For applicable properties, the fee shall be reduced by 25 percent. The reduced fee will, therefore, be calculated as the fee determined in this subsection multiplied by the factor of 0.75 (Fee X0.75).
- (3) Billing, Collecting, Delinquency, and Penalty
- a. Bills for stormwater service shall be rendered bimonthly by the county water system as agent for the city. The fixed monthly charge shall be payable in advance.
  - b. If any bill shall not be paid within seven days after the date it has been declared delinquent, water service to the premises shall be disconnected until such delinquent account is paid in full, including all applicable disconnection and reconnection charges.
  - c. Statements for the stormwater management utility fee shall be payable at the same time and in the same manner and subject to the same penalties as they are otherwise set forth for other utility fees administered by the city. The property owner or fee payer will be

notified of any delinquency in the payment of the stormwater management utility fee in the same manner that delinquent water, garbage and sewer bills are notified and the failure to pay such fee as is otherwise provided in the statement rendered to the payer shall subject the property to the discontinuance of water, garbage and sewer services and shall subject the fee payer to all other penalties and charges provided relative to the discontinuance of such utility services.

- d. The administrative appeal and hearing procedure applicable to the discontinuance of utility services shall be applicable to the discontinuance of such services for the nonpayment of the stormwater management utility fee.

(4) Adjustments of fees.

*(Code 1983, §19-512)*

- a. Any owner, tenant or occupant who has paid the rendered fee and who believes that the fee is in error may, subject to the limitations set forth in this division, submit an adjustment request to the Public Works Director.
  - i. Adjustment requests shall be made in writing and shall set forth in detail the grounds upon which the belief is based.
  - ii. The Public Works Director shall review the adjustment request within 90 days of the submittal of the request and shall respond in writing to the requesting fee payer, either denying or granting the request with the reason therefore stated in such response.
  - iii. The rate adjustment, if granted, will apply retroactively to the date at which the erroneous information was applied to the fee payer's fee, but will not exceed one year prior to the adjustment request.
  - iv. Upon denial of the adjustment request, the owner, tenant, or occupant making the original adjustment request may, within 30 days of the receipt of denial, petition for a review of the adjustment request by the board of adjustment. The board of adjustment shall review the adjustment request in accordance with the provisions set forth in the City Code, Chapter 2, as well as the documented evidence provided in the original adjustment request and supplemental evidence requested by the Director of Community Services or provided by the fee payer prior to the decision made by the Director of Community Services. Within 60 days of the petition the board of adjustment shall in writing, either grant or deny the petition. If the petition is granted, the Public Works Director will apply the adjustment to the fee for the requesting customer for the retroactive period identified by the board of adjustment.
- b. The Public Works Director, upon discovering an error or oversight in the calculation of the fee, may initiate an adjustment request. The request must be made in writing

documenting the reasons for the adjustment. In the event that the adjustment would require the increase in fee for a fee payer, the Public Works/Marina Director must provide the adjustment request to the affected fee payer 30 days prior to adjusting the fee and offer the fee payer an opportunity within the stated 30 days to provide reasons why the adjustment should not be made. An increase or decrease in fee shall not be retroactively effective more than one year from the date of adjustment.

(5) Sec. 70-156. - Enforcement.

- a. *Civil penalties.* Any violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to a civil penalty not less than \$50.00 or more than \$500.00 per day, or imprisonment of up to 60 days, or both such fine and imprisonment, for each violation.
- b. *Criminal penalties.* Any intentional or willful violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to a criminal penalty not less than \$50.00 or more than \$500.00 per day, or imprisonment of up to 60 days, or both such fine and imprisonment, for each violation.
- c. *Injunctive relief.* Any violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to injunctive relief if necessary to protect the public health, safety, or general welfare.
- d. *Continuing violation.* A person shall be deemed guilty of a separate violation for each and every day during any continuing violation of any provision of this article, or of any regulation or permit issued under this article.
- e. *Enforcement actions.* The director may take all actions necessary, including the issuance of notices of violation and the filing of court actions, to require and enforce compliance with the provisions of this article and with any regulation or permit issued under this article.

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## ARTICLE VII. MADEIRA BEACH MUNICIPAL MARINA

A. Vessel inspection.

*(Code 1983, Chapter 19, Article VII)*

Live-aboard vessels desiring to stay beyond ten days will be required to obtain a no- fee annual permit and pay a vessel inspection fee of \$25.00

B. Madeira Beach Municipal Marina fees

*(Res 2016-03, 02/10/2016)*

The marina maintains the ability to adjust the rates below to account for changes in the sales tax Rates during the fiscal year; allowing for payments to stay consistent until this manual is updated and approved by the Commission. Employees receive the same rates as residents. The marina staff can issue transient slip discount coupons up to 20% off through online booking sites as a marketing

tool. Discounts will be for off peak times.

Fees for the Madeira Beach Municipal Marina shall be as follows (each of these fees are subject to all applicable sales taxes):

- (1) Transient Wet Slip per day.....\$2.10/foot/day
- (2) Transient Wet Slip per week.....\$11.00/foot/week
- (3) Transient Dry Storage
  - a. Regular per day .....\$28.04/day
  - b. Holidays and/or weekends per day.....\$37.38/day
- (4) Transient Dry Storage .....\$257.01 /month
- (5) Wet Slip non-Live-aboard ..... \$13.50/foot/month
- (6) Boat Lift .....\$17.00/foot/month
- (7) Commercial non-live-aboard wet slip..... \$14.50 /foot/month
- (8) Wet Slip Live – aboard ..... \$20.00/foot/month
- (9) Dry Storage – under 26’ boat length.....\$172.90/month
- (10) Dry Storage – 26’+ boat length .....\$210.28/month
- (11) Resident Dry Storage (*Limited to Madeira Beach Residents Only*) ..... \$130.84/month
- (12) Dry storage for non-motorized boat\* .....\$28.17/month
  - a. *\*Kayaks, canoes, and small boat that can be carried by one (1) person.*
- (13) Boat Ramp Fees
  - a. Launch ..... \$4.67/day
  - b. Launch and Park .....\$14.02/day
  - c. Holiday Launch and Park .....\$18.69/day
  - d. Resident Launch (New).....\$1.87
  - e. Resident Launch & Park (New).....\$9.35
- (14) Late Fee ..... \$30.00
- (15) Residents with recreational vehicles and motor homes and boat displaced by City Road and/or Stormwater construction will be provided free storage space for those vehicles.
- (16) Fuel Discounts -Maximum discount per gallon \$0.30/gal
  - a. Commercial ..... \$0.20/gal
  - b. Gulf of Mexico Commercial Fishing Fleet Discount .....\$0.30/gal
  - c. 50+ Gallon ..... \$0.05/gal
  - d. Boat US/ Sea Tow .....\$0.05/gal
  - e. Madeira Beach Resident .....\$0.05/gal

- f. City Co-sponsored / Community events.....\$0.20/gal
  - i. Great American Grunt Hunt
  - ii. King of the Beach fishing tournament (Spring and Fall)
  - iii. Veterans Boat Parade
  - iv. Wild West Kingfish Tournament (*Spring and Fall*)
  - v. Sun Coast Kingfish Classic (*Spring and Fall*)
  - vi. Christmas Boat Parade
  - vii. Any other City Co-sponsored events as approved by the City Manager
  
- (17) Surveillance camera optional fee .....\$25.00/month
  
- (18) Live-aboard permits .....\$5.00(72 hours)  
(*Res 2019-18, 12/17/2019*)
  
- (19) Temporary 3HR Wet Slip Parking/No Power .....\$20.00 + Tax

*This page reserve for Publications by the City Clerk*



# Memorandum

**Meeting Details:** September 30, 2024

**Prepared For:** Hon. Mayor Brooks & Board of Commissioners

**Staff Contact:** Andrew Laflin, Finance Director

**Subject:** Amendments to Aclarian Consulting and Software Agreements

## Background

Aclarian has provided outsourced Finance Director services for the City since July 2020. Aclarian's contractual services agreement expires at the end of fiscal year 2024 and continues on a month-to-month basis unless terminated by either party with thirty (30) days written notice or extended by a separate agreement. Aclarian has also provided a modern, web-based Enterprise Resource Planning (ERP) software solution to the City, and the City and Aclarian entered into a software license agreement in March 2022.

The amendment to the Aclarian consultant agreement will extend through fiscal year 2025 at a fixed fee of \$8,200 per month. Aclarian will continue to appoint Andrew Laflin to be responsible for assuming the duties of the Director of Finance and City Treasurer, as described in Article V, Section 5.5, of the City's Charter. Mr. Laflin has assumed this position since the inception of Aclarian's services to the City in June 2020.

The amendment to the Aclarian software license agreement will revise the subscription fee structure to a fixed cost of \$38,000 annually instead of a per user fee of \$55 monthly.

## Fiscal Impact

The Consultant Agreement stipulates a fixed monthly fee of \$8,200 per month for Finance Director services, which equates to \$98,400. This is a 5.1% increase from the prior year's annual cost of \$93,600. Alternatively, the City's annual cost to hire a full time, including payroll taxes and benefits, could range between \$140,000 and \$160,000 annually.

Currently, the number of users of the Aclarian ERP software could range between 40 and 50 users, which translates to approximately \$28,000 to \$35,000 annually, including additional fees for web applications used, depending on number of users. The amendment to the software license agreement provides for a more simplified fee structure that allows for an unlimited number of users.

**Recommendation(s)**

Staff recommends approval of the Amendments to the Aclarian Consulting and Software Agreements as presented.

**Attachments**

- Amendment to Aclarian Consulting Agreement
- Amendment to Aclarian Software Agreement



**FIRST AMENDMENT TO ACLARIAN SOFTWARE LICENSE AGREEMENT**

THIS FIRST AMENDMENT TO ACLARIAN SOFTWARE LICENSE AGREEMENT (“First Amendment”) is entered into between the **City of Madeira Beach**, (“City”) and **Aclarian LLC** (“Aclarian” whose address is 4240 W. Morrison Ave., Tampa, FL 33629 (collectively, the “Parties”), on the date that the last of the Parties executes this First Amendment (“Effective Date”):

**WHEREAS**, the Parties entered into an Aclarian Software License Agreement (“Agreement”) effective March 1, 2022, and automatically renews on the one-year anniversary of the effective date (the “Agreement”); and

**WHEREAS**, the Parties wish to modify the terms of the Agreement to modify the subscription fees within Exhibit A of the Agreement;

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

1. The subscription fees for Standard User Access shall change from \$55 per user per month to a fixed subscription fee of \$38,000 annually for an unlimited number of users.
2. Except as expressly set forth herein, all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed by the City and Aclarian, and each, by the execution of this First Amendment, hereby signifies their intent to be bound thereby.
3. This Amendment may be signed in counterparts.

**IN WITNESS WHEREOF**, the Parties hereto have caused this instrument to be executed and effective on the Effective Date.

**Aclarian LLC**

**City of Madeira Beach, Florida**

By: \_\_\_\_\_  
**ANDREW LAFLIN, PRESIDENT** *[Signature]*

By: \_\_\_\_\_  
**ROBIN GOMEZ, CITY MANAGER** *[Signature]*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
Clara VanBlargan, City Clerk

**FIRST AMENDMENT TO CONSULTANT AGREEMENT**

THIS FIRST AMENDMENT TO CONSULTANT AGREEMENT ("First Amendment") is entered into between the **City of Madeira Beach**, ("City") and **Aclarian LLC** ("Aclarian" whose address is 4240 W. Morrison Ave., Tampa, FL 33629 (collectively, the "Parties"), on the date that the last of the Parties executes this First Amendment ("Effective Date"):

**WHEREAS**, the Parties entered into a Consultant Agreement dated November 13, 2023, and effective for an initial term ending on September 30, 2024 ("Agreement"); and

**WHEREAS**, the Parties wish to modify the terms of the Agreement and renew it for an additional 1-year term;

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

1. The term of the Agreement is extended for 1 year, to expire on September 30, 2025.
2. The fixed monthly amount of compensation to be paid to Aclarian will be increased from \$7,800.00 to \$8,200.00.
3. Except as expressly set forth herein, all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed by the City and Aclarian, and each, by the execution of this First Amendment, hereby signifies their intent to be bound thereby.
4. This Amendment may be signed in counterparts.

**IN WITNESS WHEREOF**, the Parties hereto have caused this instrument to be executed and effective on the Effective Date.

**Aclarian LLC**

**City of Madeira Beach, Florida**

\_\_\_\_\_  
**ANDREW LAFLIN, PRESIDENT** *[Signature]*

\_\_\_\_\_  
**ROBIN GOMEZ, CITY MANAGER** *[Signature]*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
Clara VanBlargan, City Clerk



# Memorandum

**Meeting Details:** November 13, 2024

**Prepared For:** Mayor & Board of Commissioners

**From:** Megan Wepfer, Public Works Director

**Subject:** Park Street Antique Center Lease for Public Works

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## Background

The purpose of this lease renewal is to maintain the city public works garage at 5000 94<sup>th</sup> St. St. Petersburg FL 33708. This request is to extend the existing lease for the 2<sup>nd</sup> amendment term listed in the original lease. This space is approx. 6000 SF and is the facility where we service the fire engines, garbage trucks, city vehicles and all other city equipment and the facility where we store all the garbage trucks off the island. Public Works also stores various equipment and materials onsite that are not used daily. The original lease was entered into on June 25, 2013, and has been extended until the city is able to design and build a new facility to house the mechanic and equipment stored in the building.

## Fiscal Impact

Rent is \$3,200 per month and split between Public Works, Sanitation, and Stormwater funds.

## Recommendation(s)

Staff recommend approval of the first amendment to the from FY24 lease agreement for the amount of \$3,200 per month.

## Attachments

-Park Street Lease Agreement

LEASE

BETWEEN

PARK STREET ANTIQUES CENTER, INC.  
("LANDLORD")

AND

CITY OF MADEIRA BEACH  
("TENANT")



## LEASE

THIS LEASE is entered into by and between PARK STREET ANTIQUES CENTER, INC., a Florida corporation (“LANDLORD”) and CITY OF MADEIRA BEACH, a Florida Municipal Corporation (“TENANT”) and is to be effective as of the date of the signature of the party last below dated (the “Effective Date”).

### ARTICLE 1 - GRANT OF TERM

1.1 **LEASED PREMISES.** In consideration of the rents, covenants, and agreements herein set forth, LANDLORD hereby leases to TENANT and TENANT hereby rents from LANDLORD that certain premises, the street address of which is 5050 94<sup>th</sup> Street, St. Petersburg, Florida 33708, containing approximately 6000 square feet (the “Premises”), together with all easements, rights and privileges appurtenant thereto.

1.2 **TERM.** The term hereof shall be for one (1) year commencing on October 1, 2023, at which time the TENANT shall be given exclusive possession of the Premises, ("Commencement Date") and ending on September 30, 2024, with four (4) One (1) year renewal Options. TENANT shall notify LANDLORD in writing two months prior to the end of each year’s Lease that TENANT intends to exercise the Option to renew the Lease for one year. It is understood and agreed that LANDLORD shall give the TENANT access to the Premises for purposes of investigation and planning immediately upon the mutual execution of this Lease Agreement.

### ARTICLE 2 - RENT

2.1 **RENT PAYMENT. PRORATION AND SALES TAXES.** All rental payments due hereunder shall be paid without notice or demand, and without abatement, deduction or set off for any reason unless specifically provided herein. Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly rent installment based on the number of days in such period and the number of days in the month in question. Rent shall be payable in lawful money of the United States to LANDLORD at the address stated herein or to such other persons or at such other places as LANDLORD may designate in writing. In addition, TENANT shall pay to LANDLORD all sales and use taxes imposed by the State of Florida or any other governmental authority from time to time, upon said rent and any other charges hereunder upon which sales and use taxes are imposed.

2.2 **NO WAIVER.** The acceptance by the LANDLORD of monies from the TENANT as rent or other sums due shall not be an admission of the accuracy or the sufficiency of the amount of such rent or other sums due nor shall it be deemed a waiver by LANDLORD of any right or claim to additional or further rent or other sums due.

2.3 **SECURITY DEPOSIT.** Upon signing of the Lease, TENANT shall pay a security deposit of \$-0-. This security deposit will be refunded thirty days after the end of the final Lease Term after the Premises has been inspected by LANDLORD for damage.

2.4 **MONTHLY RENT AMOUNTS.** TENANT shall pay to LANDLORD as rent for the Premises during the term hereof monthly payments of net rent, in advance, on or before the First day of each month, in accordance with the following schedule.

Year	Payment Amount
2023/2024	\$3,100.00/month
2024/2025	\$3,200.00/month
2025/2026	\$3,300.00/month
2026/2027	\$3,340.00/month

**ARTICLE 3 - UTILITIES**

3.1 **INSTALLATION.** TENANT shall contract in its own name for all electric and telephone service, and all other utilities furnished to the Premises. TENANT will be responsible for their use of water each month which will be calculated by deducting the average LANDLORD monthly usage (approximately \$300 - \$350 per month) from the water bill and TENANT will be responsible for the balance.

3.2 **PAYMENT.** TENANT shall promptly pay for all heat, electricity, gas, telephone, garbage collection, water and sewer charges, and all other utilities and services consumed in connection with the premises, together with any taxes thereon. If charges to be paid by TENANT hereunder are not paid when due and LANDLORD elects to pay same, interest shall accrue thereon from the date paid by LANDLORD and shall bear interest at the maximum rate then allowed by law (the "Default Rate"), and such charges and interest shall be added to the subsequent month's rent and shall be collectible from TENANT in the same manner as rent. LANDLORD shall not be liable for damage to TENANT'S business and/or inventory or for any other claim by TENANT resulting from an interruption in utility services.

**ARTICLE 4 - CONDUCT OF BUSINESS BY TENANT**

4.1 **USE OF LEASED PREMISES.** The Premises shall be used and occupied by TENANT for the purpose of storing city garbage trucks, city vehicles and equipment related to TENANT'S business (the "Permitted Use") and ~~for no other purpose for the services provided by the city mechanic to repair and maintain the cities fleet.~~ Without limiting the foregoing, TENANT shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant at the premises, shall tend to disturb or interfere with the rights of such other tenants. TENANT may not change its operating format on the Premises without the prior written consent of the LANDLORD. TENANT shall keep the Premises neat, clean, sanitary and reasonably free from dirt, rubbish, insects and pests at all times. TENANT shall not operate an incinerator or burn trash or garbage within the Premises.

4.2 **COMPLIANCE WITH LAW AND RESTRICTIONS.** TENANT shall, at TENANT'S expense, execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city government, and of any and all of their

departments and bureaus, applicable to the Premises, as well as all covenants and restrictions of record, and other requirements in effect during the term or any part thereof, which regulate the use by TENANT of the Premises.

4.3 **CONDITION OF PROPERTY: LETTER OF ACCEPTANCE.** The Premises is being Leased in its "AS-IS" condition. By taking possession of the Premises, TENANT shall be deemed to have accepted the Premises, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, as suitable for TENANTS intended purposes, and in compliance with all terms and provisions hereof. TENANT acknowledges that neither LANDLORD nor LANDLORD'S agent has made any representation or warranty as to the present or future suitability of the Premises for the conduct of TENANT'S business. Within ten (10) days after request of LANDLORD, TENANT agrees to give LANDLORD a letter certifying that the TENANT has accepted delivery of the Premises, and the condition of the Premises complies with LANDLORD'S covenants and obligations hereunder.

#### **ARTICLE 5 - LIENS**

TENANT shall have no power to subject LANDLORD'S interest in the Premises to construction or materialmen's liens of any kind. The existence of any such lien, which lien is not discharged by TENANT, or bonded off within thirty (30) days, shall be a material breach of this Lease. All contracts for work on the Premises performed on behalf of TENANT must contain a waiver of lien by TENANT'S contractor against the LANDLORD'S interest in the Premises. All persons performing work, labor or supplying materials at the Premises on behalf of TENANT shall look solely to the interest of the TENANT and not to that of the LANDLORD for payment and for any legal fees and court costs. LANDLORD shall have the right, but not the obligation, to discharge or transfer to bond any lien filed against the Premises by the TENANT'S contractor that has not been discharged or transferred to bond within thirty (30) days from the filing thereof and any reasonable cost or expense, including reasonable attorney's fees, incurred by LANDLORD as a result thereof shall immediately be due and payable and if not paid by TENANT with fifteen (15) days shall constitute a default under this Lease.

#### **ARTICLE 6 - MAINTENANCE OF LEASED PREMISES**

6.1 **MAINTENANCE.** LANDLORD shall, at LANDLORD'S sole cost and expense, maintain the Premises and all components thereof throughout the lease term, in good, safe and clean order, condition and repair, including without limitation the building interior and exterior, roof, all plumbing, heating, air conditioning, ventilating, and electrical facilities and all components thereof. If LANDLORD fails to perform its obligations under this Article or under any other article hereof, TENANT may at its option terminate this Lease.

6.2 **LANDLORD'S RESPONSIBILITY.** The LANDLORD shall only be responsible for the integrity of the building structure, and any other requirements as governed by Florida or Federal Law.



6.3 **BUILDING SERVICES.** TENANT shall be responsible for all costs and deposits associated with any service of any nature whatsoever relating to the use and operation of the Premises.

6.4 **PLATE GLASS.** TENANT shall maintain all plate glass, if any, within or on the perimeter of the Premises.

6.5 **CONDITION OF PREMISES UPON TERMINATION OF LEASE.** On the last day of the term hereof, or on any sooner termination, TENANT shall surrender the Premises to LANDLORD in the same condition as received, ordinary wear and tear excepted, clean and free of debris. TENANT'S machinery, furniture, fixtures and equipment may be removed by TENANT upon expiration of the lease term. TENANT shall repair any damage to the Premises caused by the installation or removal of its trade fixtures, furnishings and equipment. Upon termination of this Lease for any cause whatsoever, if TENANT fails to remove its effects, they shall be deemed abandoned, and LANDLORD may, at its option, remove the same in any manner that the LANDLORD shall choose, store them without liability to the TENANT for loss thereof, and the TENANT agrees to pay the LANDLORD on demand any and all expenses incurred in such removal, including court costs, attorney's fees and storage charges for any length of time the same shall be in the LANDLORD'S possession, or the LANDLORD may, at its option, without notice, sell said effects or any part of the same at a private sale and without legal process for such price as the LANDLORD may obtain, and apply the proceeds of such sale upon the amounts due under this Lease from the TENANT to LANDLORD and upon the expenses incident to the removal and sale of said effects. TENANT shall deliver all keys and combinations to locks within the Premises to LANDLORD upon termination of this Lease for any reason. TENANT'S obligations to perform under this provision shall survive the end of the lease term.

#### **ARTICLE 7-ALTERATIONS AND ADDITIONS**

7.1 **LANDLORD'S CONSENT REQUIRED.** TENANT shall not, without LANDLORD'S prior written consent, make any alterations, improvements, or additions in, on, or to the Premises. Further, any contractor or person making any alterations, improvements, additions or utility installations in, on, or to the Premises must first be approved in writing by LANDLORD. LANDLORD, at its option, may require TENANT to provide LANDLORD, at TENANT'S sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure LANDLORD against any liability for construction liens and to insure completion of the work. LANDLORD may require that TENANT remove any or all of said alterations, improvements, or additions at the expiration of the term, and restore the Premises to its prior condition. Should TENANT make any alterations, improvements, or additions without the prior approval of LANDLORD, in addition to all other remedies of LANDLORD for TENANT'S breach, LANDLORD may require that TENANT remove any or all of the same.

7.2 **PERMITS AND PLANS.** Any alteration, improvement, addition or utility installation in or to the Premises that TENANT shall desire to make shall be presented to LANDLORD for approval in written form, with proposed detailed plans. If LANDLORD shall give its consent, the consent shall be deemed conditioned upon TENANT acquiring all necessary permits to do the work from appropriate governmental agencies, the furnishing of a copy thereof to LANDLORD prior to the commencement of the work, the compliance by TENANT with all

conditions of said permits in a prompt and expeditious manner, and, if applicable, TENANT'S conducting its work so as not to interfere with any other TENANTS of the building in which the Premises is located.

7.3 **HOLD HARMLESS.** TENANT shall pay, when due, all claims for labor or materials furnished for TENANT, at or for use in the Premises, which claims are or may be secured by any construction lien against the Premises or any interest therein.

7.4 **PROPERTY OF LANDLORD.** Unless LANDLORD requires their removal, all alterations, improvements, or additions made on the Premises shall become the property of LANDLORD and remain upon and be surrendered with the Premises at the expiration of the lease term without compensation to TENANT.

7.5 **LANDLORD'S INTEREST NOT SUBJECT TO LIENS.** As provided in §713.10, Florida Statutes, the interest of LANDLORD shall not be subject to liens for improvements made by TENANT, and TENANT shall notify any contractor making such improvements of this provision. An appropriate notice of this provision may be recorded by LANDLORD in the Public Records of Pinellas County, Florida, in accordance with said statute, without TENANT'S joinder.

## **ARTICLE 8 –INDEMNITY**

8.1 **INDEMNITY.** TENANT shall indemnify and hold harmless LANDLORD from and against any and all injury, expenses, damages and claims arising from TENANT'S use of the premises, whether due to damage to the premises, claims for injury to the person or property of any other TENANT of the building (if applicable) or any other person rightfully in or about the premises, from the conduct of TENANT's business or from any activity, work or things done, permitted or suffered by TENANT or its agents, servants, employees, licenses, customers, or invitees in or about the premises or elsewhere or consequent upon or arising from TENANT'S failure to comply with applicable laws, statues, ordinances or regulations, and TENANT shall further indemnify and hold harmless LANDLORD from and against any and all such claims and from and against all costs, attorney's fees, expenses and liabilities incurred in the investigation, handling or defense of any such claim or any action or proceeding brought in connection therewith by a third person or any governmental authority: and in case any action or proceeding is brought against LANDLORD by reason of any such claim, TENANT upon notice from LANDLORD shall defend the same at TENANT's expense by counsel satisfactory to LANDLORD. This indemnity shall not require payment as a condition precedent to recovery.

8.2 **EXEMPTION OF LANDLORD FROM LIABILITY.** TENANT hereby agrees that LANDLORD shall not be liable for injury to TENANT's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of TENANT, TENANT's employees, invitees, customers, or any other person in or about the premises, whether such damage or injury is cause by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or there defects of pipes, sprinklers, wire, appliances, plumbing, air conditions or light fixtures, or from any other cause, whether the said damage or injury results from latent defects or there conditions arising upon the premises or upon other portions of the building(s) of which the premises is a part, or from other sources or places regardless of whether the cause of such damage or injury or the means of repairing the

same is inaccessible to TENANT. LANDLORD shall not be liable for any damages arising from any act or neglect of any other TENANT of the building in which the premises is located.

## **ARTICLE 9 - ASSIGNMENT AND SUBLETTING**

9.1 **LANDLORD'S CONSENT REQUIRED.** TENANT shall not voluntarily or by operation of law assign, mortgage, sublet, or otherwise transfer or encumber all or any part of TENANT'S interest in this Lease or in the Premises or TENANT'S possession thereof without LANDLORD'S prior written consent. Any attempted assignment, transfer, mortgage, encumbrance or subletting without LANDLORD'S consent shall be void, and shall constitute a breach hereof. No term or provision contained elsewhere herein shall be deemed to limit LANDLORD'S absolute right to withhold consent to any proposed transfer or encumbrance of TENANT'S interest in LANDLORD'S absolute discretion and for any reason whatsoever. If TENANT desires to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify LANDLORD of its desire to do so and shall submit in writing to LANDLORD; (i) the name of the proposed assignee or subtenant; (ii) the nature of the proposed assignee's or subtenant's business to be conducted on the Premises; (iii) the terms of the proposed assignment or sublease; and (iv) such financial information as LANDLORD may reasonably request concerning the proposed assignee or subtenant.

9.2 **NO RELEASE OR WAIVER.** Regardless of LANDLORD'S consent, no subletting or assignment shall release TENANT from TENANT'S obligation or alter the primary liability of TENANT to pay the rent and to perform all other obligations to be performed by TENANT hereunder. The acceptance of rent by LANDLORD from any other person shall not be deemed to be a waiver by LANDLORD of any provision hereof Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of TENANT or any successor of TENANT in the performance of any of the terms hereof, LANDLORD may proceed directly against TENANT without the necessity of exhausting remedies against said assignee. LANDLORD may consent to subsequent assignments or subletting hereof or amendments or modifications to this Lease with assignees of TENANT, without notifying TENANT, or any successor of TENANT, and without obtaining its or their consent thereto and such action shall not relieve TENANT of liability hereunder.

9.3 **EFFECT OF TRANSFER.** The voluntary or other surrender hereof by TENANT or a mutual cancellation hereof shall not work a merger of the interests of the parties hereunder and shall at the option of LANDLORD terminate any or all subleases or sub tenancies or shall operate as an assignment to LANDLORD of such subleases or sub tenancies. If TENANT is a corporation, unincorporated association or partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership in the aggregate in excess of twenty-five percent (25%) or resulting in a change in management control shall be deemed an assignment within the meaning and provisions elsewhere herein provided.

9.4 **ATTORNEY'S FEES.** In the event TENANT shall assign or sublet the Premises or request the consent of LANDLORD to any assignment or subletting or if TENANT shall request the consent of LANDLORD for any act TENANT proposes to do, then TENANT shall pay LANDLORD'S reasonable attorney's fees and costs incurred in connection with each such request. Further, in connection with any action taken by LANDLORD to enforce the terms,

provisions and conditions of this lease, LANDLORD shall be entitled to recover any cost incurred relating to such action, including its reasonable attorneys fees.

9.5 **RIGHT OF RECAPTURE.** At any time within thirty (30) days after LANDLORD'S receipt of the proposed notice of sublease or assignment request as hereinabove provided, LANDLORD may by written notice to TENANT elect to sublease the Premises or the portion thereof proposed to be subleased by TENANT, or to take an assignment of TENANT'S estate hereunder or such part thereof as shall be specified in said notice, on the same terms and conditions as those contained in said notice.

9.6 **ASSUMPTION AGREEMENT.** Any assignee of TENANT shall assume TENANT'S obligations hereunder and deliver to LANDLORD an assumption agreement in a form reasonably satisfactory to LANDLORD no less than ten (10) days after the effective date of the proposed assignment.

## **ARTICLE 10 – DEFAULT**

10.1 **DEFAULT OF TENANT.** The occurrence of any one or more of the following events shall constitute a material default or breach hereof by the TENANT. TENANT shall be deemed in default of its obligations under this Lease upon the occurrence of any one or more of the following:

- (a) The vacating or abandonment of the Premises by TENANT;
- (b) TENANT'S failure to make any payment of Rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of fifteen (15) days after written notice thereof from LANDLORD to TENANT. In the event that LANDLORD serves TENANT with a notice to pay rent or vacate pursuant to applicable unlawful detainer or other statutes, such notice shall also constitute the notice required by this subsection;
- (c) TENANT'S continued failure to perform any other covenant, promise, or obligation of this Lease for a period of more than thirty (30) days after written notice thereof by LANDLORD to TENANT, except that this thirty (30) day period shall be extended for a reasonable period of time if the alleged default is not reasonably capable of cure within said thirty (30) day period and TENANT proceeds to diligently cure the default;
- (d) TENANT becomes a "debtor" as defined under the Federal Bankruptcy Code or any successor statute thereto or any other statute affording debtor relief, whether state or federal, (unless, in the case of a petition filed against TENANT, the same is dismissed within thirty (30) days), or admits in writing its present or prospective insolvency or inability to pay its debts as they mature, or is unable to or does not pay a material portion (in numbers or dollar amount) of its debts as they mature;
- (e) The appointment of a trustee or receiver to take possession of all or a substantial portion of TENANT'S assets located at the Premises or of TENANT'S interest in this Lease;
- (f) The attachment, execution or other judicial seizure of all or a substantial portion of TENANT'S assets located at the Premises or of TENANT'S interest in the Lease;

(g) The entry of a judgment against TENANT which affects TENANT'S ability to conduct its business in the ordinary course; provided, however, to the extent that any provision of this subsection is contrary to any applicable law, such provision shall be of no force or effect to such extent only;

(h) The sale of TENANT'S interest under this Lease by execution or other legal process;

(i) TENANT'S making of any general arrangement or assignment of this Lease for the benefit of creditors;

(j) Any sale, transfer, assignment, subleasing, concession, license, or other disposition prohibited elsewhere herein;

(k) TENANT shall do or permit to be done anything that creates a lien upon the Premises and shall fail to obtain the release or any such lien or bond or of any such lien as required herein.

(l) The discovery by LANDLORD that any financial statement, warranty, representation or other information given to LANDLORD by TENANT, any assignee of TENANT, any subtenant of Tenant, any successor in interest of TENANT or any guarantor of TENANT'S obligation hereunder, in connection with this Lease, was materially false or misleading when furnished; or

(m) The failure by TENANT, at any time throughout the term of this Lease, to make Rent payments, when due, on three (3) or more separate occasions during any twelve (12) month period, regardless of whether or not such prior defaults have been cured.

**10.2 LANDLORD'S REMEDIES.** In the event of any default or breach hereof by TENANT, LANDLORD may (but shall not be obligated) at any time thereafter, with or without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach:

(a) Terminate TENANT'S right to possession of the Premises by any lawful means, in which case this Lease shall terminate, and TENANT shall immediately surrender possession of the Premises to LANDLORD. In such event LANDLORD shall be entitled to recover from TENANT all damages incurred by LANDLORD by reason of TENANT'S default, including accrued rent, accelerated rent through the end of the lease term, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, and reasonable attorney's fees;

(b) Reenter and take possession of the Premises and relet or attempt to relet same for TENANT'S account, holding TENANT liable in damages for all expenses incurred by LANDLORD in any such reletting and for any difference between the amount of rents received from such reletting and those due and payable under the terms hereof. In the event LANDLORD relets the Premises, LANDLORD shall have the right to lease the Premises or portions thereof for such periods of time and such rentals and for such use and upon such covenants and conditions as LANDLORD, in its sole discretion, may elect, and LANDLORD may make such repairs and improvements to the Premises as LANDLORD may deem necessary. LANDLORD shall be

entitled to bring such actions or proceedings for the recovery of any deficits due to LANDLORD as it may deem advisable, without being obliged to wait until the end of the term, and commencement or maintenance of any one or more actions shall not bar LANDLORD from bringing other or subsequent actions for further accruals, nor shall anything done by LANDLORD pursuant to this subsection limit or prohibit LANDLORD'S right at any time to pursue other remedies of LANDLORD hereunder;

(c) Declare all rents and charges due hereunder immediately due and payable, and thereupon all such rents and fixed charges to the end of the term shall thereupon be accelerated, and LANDLORD may, at once, take action to collect the same by distress or otherwise. In the event of acceleration of rents and other charges due hereunder which cannot be exactly determined as of the date of acceleration and/or judgment, the amount of said rent and charges shall be as determined by LANDLORD in a reasonable manner based on information such as previous fluctuations in the C.P.I. and the like;

(d) Perform any of TENANT'S obligations on behalf of TENANT in such manner as LANDLORD shall deem reasonable, including payment of any moneys necessary to perform such obligation or obtain legal advice, and all expenses incurred by LANDLORD in connection with the foregoing, as well as any other amounts necessary to compensate LANDLORD for all detriment caused by TENANT'S failure to perform which in the ordinary course would be likely to result therefrom, shall be immediately due and payable from TENANT to LANDLORD, with interest at the Default Rate; such performance by LANDLORD shall not cure the default of TENANT hereunder and LANDLORD may proceed to pursue any or all remedies available to LANDLORD on account of TENANT'S default; if necessary LANDLORD may enter upon the Premises after ten (10) days' prior written notice to TENANT, except in the case of emergency, in which case no notice shall be required, perform any of TENANT'S obligations of which TENANT is in default; and/or

(e) Pursue any other remedy now or hereafter available to LANDLORD under state or federal laws or judicial decisions. Unpaid installments of rent and other unpaid monetary obligations of TENANT under the terms hereof shall bear interest from the date due at the Default Rate.

10.3 **NO WAIVER.** No reentry or taking possession of the Premises by LANDLORD shall be construed as an election on its part to terminate this Lease, except a surrender of the Premises or release TENANT from any obligations hereunder, unless a written notice of such intention be given to TENANT. Notwithstanding any such reletting or reentry or taking possession, LANDLORD may at any time thereafter elect to terminate this Lease for a previous default Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LANDLORD hereunder or of any damages accruing to LANDLORD by reason of the violation of any of the terms, provisions and covenants herein contained. LANDLORD'S acceptance of rent or additional rent following any event of default hereunder shall not be construed as LANDLORD'S waiver of such event of default No waiver by LANDLORD of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other or subsequent violation or breach of any of the terms, provisions, and covenants herein contained.

Forbearance by LANDLORD to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other or subsequent violation or default. The loss or damage that LANDLORD may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by LANDLORD following possession. Should LANDLORD at any time terminate this Lease for any default, in addition to any other remedy LANDLORD may have, LANDLORD may recover from TENANT all damages LANDLORD may incur by reason of such default, including the cost of recovering the Premises and the loss of rent for the remainder of the Lease term. LANDLORD'S consent to or approval of any act shall not be deemed to render unnecessary the obtaining of LANDLORD'S consent to or approval of any subsequent act by TENANT. The delivery of keys to any employee or agent of LANDLORD shall not operate as a termination hereof or a surrender of the Premises.

10.4 **LATE CHARGES.** TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent and other sums due hereunder will cause LANDLORD to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on LANDLORD by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from TENANT shall not be received by LANDLORD or LANDLORD'S designee within five (5) days after such amount shall be due, then, without any requirement for notice to TENANT, TENANT shall pay to LANDLORD a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs LANDLORD will incur by reason of late payment by TENANT. Acceptance of such late charge by LANDLORD shall in no event constitute a waiver of TENANT'S default with respect to such overdue amount, nor prevent LANDLORD from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of rent, then rent shall automatically become due and payable quarterly in advance, rather than monthly, notwithstanding any other provision hereof to the contrary. The parties agree that the payment of late charges and the payment of interest as provided elsewhere herein are distinct and separate from one another in that the payment of interest is to compensate LANDLORD for the use of LANDLORD'S money by TENANT and the payment of late charges is to compensate LANDLORD for administrative and other expenses incurred by LANDLORD.

10.5 **INTEREST ON PAST-DUE OBLIGATIONS.** Except as expressly herein provided, any amount due to LANDLORD not paid when due bears interest at the annual rate of 4.75% from the date due. Payment of such interest shall not excuse or cure any default by TENANT under this Lease, provided, however, that interest shall not be payable on late charges incurred by TENANT. Notwithstanding any other term or provision hereof, in no event shall the total of all amounts paid hereunder by TENANT and deemed to be interest exceed the amount permitted by applicable usury laws, and in the event of payment by TENANT of interest in excess of such permitted amount, the excess shall be applied towards damages incurred by LANDLORD or returned to TENANT, at LANDLORD'S option.

10.6 **DEFAULT BY LANDLORD.** LANDLORD shall not be in default unless LANDLORD fails to perform obligations required of LANDLORD within a reasonable time, but

in no event later than thirty (30) days after written notice by TENANT to LANDLORD specifying the obligation that LANDLORD has failed to perform; provided, however, that if the nature of LANDLORD'S obligation is such that more than thirty (30) days are required for performance, then LANDLORD shall not be in default if LANDLORD commences performance within such 30- day period and thereafter diligently prosecutes the same to completion. Notwithstanding any other provision hereof, LANDLORD shall not be in default hereunder for failure to perform any act required of LANDLORD where such failure is due to inability to perform on account of strike, laws, regulations or requirements of any governmental authority, or any other cause whatsoever beyond LANDLORD'S control, nor shall TENANT'S rent be abated by reason of such inability to perform.

#### **ARTICLE 11 - ACCESS BY LANDLORD**

LANDLORD and LANDLORD'S agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, posting notices of non-responsibility, showing the same to prospective purchasers, lenders, or tenants, performing any obligation of TENANT hereunder of which TENANT is in default, and making such alterations, repairs, improvements or additions to the Premises or to the building of which it is a part as LANDLORD may deem necessary or desirable, all without being deemed guilty of an eviction of TENANT and without abatement of rent, and LANDLORD may erect scaffolding and other necessary structures where reasonably required by the character of any work performed, provided that the business of TENANT shall be interfered with as little as reasonably practicable. TENANT hereby waives any claims for damages for any injury to or interference with TENANT'S business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, LANDLORD shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding TENANT'S vaults and safes, if any, and LANDLORD shall have the right to use any and all means which LANDLORD may deem proper to open said doors in an emergency in order to obtain entry to the Premises, and any entry to the Premises obtained by LANDLORD by any of said means shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of TENANT from the Premises or any portion thereof. No provision hereof shall be construed as obligating LANDLORD to perform any repairs, alterations or to take any action not otherwise expressly agreed to be performed or taken by LANDLORD. LANDLORD may, at any time, place on or about the Premises any ordinary "For Sale" signs and LANDLORD may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to TENANT.

#### **ARTICLE 12 - TENANT'S PROPERTY**

12.1 **PROPERTY.** TENANT shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the term of this Lease against personal property of any kind owned by or placed in, upon or about the Premises by TENANT.

12.2 **LOSS OR DAMAGE.** Except as provided herein, LANDLORD shall not be liable for any loss or damage to property of TENANT or of others located on the Premises, by theft or otherwise, unless such damage or loss is caused by the act or failure to act of LANDLORD.



LANDLORD shall not be liable for any claims arising from damage to property located in or on the Premises resulting from fire, explosion, gas or electrical malfunction, water damage or leakage, unless said damage results from the actions or failure to act of LANDLORD, its agents, employees or contractors (acting within the scope of their agency, employment or contract). LANDLORD shall not be liable to TENANT for any damages caused by other persons in the Premises, or by public or quasi-public work on adjacent property, unless such damage is caused by the act or failure to act of LANDLORD.

### **ARTICLE 13 - SURRENDER OF PREMISES, HOLDING OVER**

13.1 **SURRENDER OF PREMISES.** Within thirty (30) days after the expiration of this Lease and all extensions and renewals hereof, TENANT shall surrender the Premises in the same condition as they existed upon the Commencement Date, reasonable wear and tear excepted, and shall surrender all keys for the Premises to LANDLORD.

13.2 **HOLDING OVER.** This Lease and the tenancy created shall cease and terminate at the end of the original term hereof, unless extended as provided herein, without the necessity of notice, and TENANT hereby waives notice and agrees that LANDLORD shall be entitled to summary recovery of the Premises.

If TENANT, with LANDLORD'S consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions hereof pertaining to the obligations of TENANT, but all options and rights of first refusal, if any, granted under the terms hereof shall be deemed terminated and be of no further effect during said month to month tenancy. If TENANT shall hold over without LANDLORD'S express written consent, TENANT shall become a tenant at sufferance and rental shall be due at the higher of (1) the then prevailing market rate as determined by LANDLORD in its absolute discretion, or (2) twice the rent payable immediately prior to the expiration of the term. The foregoing provisions shall not limit LANDLORD'S rights hereunder or provided by law in the event of TENANT'S default.

### **ARTICLE 14 - CONDEMNATION**

If the Premises or any portion thereof is taken under the power of eminent domain or sold under the threat of the exercise of said power (either of which is herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than twenty percent (20%) of the floor area of Premises is taken by condemnation, either party may terminate this Lease by notice to the other, in writing, only within ten (10) days after LANDLORD shall have given TENANT written notice of such condemnation or pending condemnation (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession), such termination to take effect as of the date the condemning authority takes possession. If neither party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area taken bears to the total floor area of the Premises, and TENANT shall have no other rights or remedies as a result of such condemnation. Any award or payment made in connection with a condemnation shall be the property of LANDLORD, whether such award shall be made in settlement of contemplated condemnation proceedings or as compensation for diminution in value

of the leasehold or for the taking of the fee, or as severance or other damages; provided, however, that TENANT shall be entitled to any separate award made to TENANT which does not diminish LANDLORD'S award, such as for loss of or damage to TENANT'S trade fixtures and removable personal property and TENANT'S moving expenses. In the event that this Lease is not terminated by reason of such condemnation, LANDLORD shall, to the extent of severance damages received by LANDLORD in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that TENANT has been reimbursed therefor by the condemning authority. TENANT shall pay any amount in excess of such severance damages required to complete such repair. LANDLORD shall in no event be obligated to repair or replace any items other than those installed by or at the expense of LANDLORD.

## **ARTICLE 15 - DESTRUCTION OF PREMISES**

### **15.1 DEFINITIONS.**

(a) "Property Partial Damage" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is less than 50% of the fair market value of the Premises immediately prior to such damage or destruction, or if applicable, damage or destruction to the building of which the Premises is a part to the extent that the cost of repair is less than 50% of the fair market value of such building as a whole immediately prior to such damage or destruction.

(b) "Property Total Destruction" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is 50% or more of the fair market value of the Premises immediately prior to such damage or destruction, or if applicable, damage or destruction to the building of which the Premises is a part to the extent that the cost of repair is 50% or more of the fair market value of such building as a whole immediately prior to such damage or destruction.

(c) "Insured Loss" shall herein mean damage or destruction which was caused by an event required to be covered by the insurance as hereinabove provided.

15.2 **PROPERTY DAMAGE - INSURED LOSS.** Subject to the provisions set out elsewhere herein relating to damage near the end of the term hereof, if at any time during the term hereof there is damage which is an Insured Loss and which falls into the classification of Property Partial Damage, then LANDLORD shall, at LANDLORD'S sole cost, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. In no event shall LANDLORD be obligated to make any repairs or replacements of any items other than those installed by or at the expense of LANDLORD, or to repair any damage except to the extent proceeds of insurance are available for such purpose.

15.3 **PARTIAL DAMAGE - UNINSURED LOSS.** Subject to the provisions set out elsewhere herein relating to damage near the end of the term hereof, if at any time during the term hereof there is damage which is not an Insured Loss and which falls within the classification of Property Partial Damage, unless caused by a negligent or willful act of TENANT (in which event TENANT shall make the repairs at TENANT'S expense), LANDLORD may at LANDLORD'S option either (i) repair such damage as soon as reasonably possible at LANDLORD'S expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to TENANT within thirty (30) days after the date of the occurrence of such damage of LANDLORD'S intention to cancel and terminate this Lease, as of the date of the occurrence of

such damage. In the event LANDLORD elects to give such notice of LANDLORD'S intention to cancel and terminate this Lease, TENANT shall have the right within ten (10) days after the receipt of such notice to give written notice to LANDLORD of TENANT'S intention to repair such damage at TENANT'S expense, without reimbursement from LANDLORD, in which event this Lease shall continue in full force and effect, and TENANT shall proceed to make such repairs as soon as reasonably possible. If TENANT does not give such notice within such 10-day period, this Lease shall be canceled and terminated as of the date of the occurrence of such damage. In no event shall LANDLORD be obligated to make any repairs or replacements of any items other than those installed by or at the expense of LANDLORD.

15.4 **TOTAL DESTRUCTION.** If at any time during the term hereof there is damage, whether or not an Insured Loss, (including destruction required by any authorized public authority), which falls into the classification of Property Total Destruction or Property Building Total Destruction, this Lease shall automatically terminate as of the date of such damage, unless within ten (10) days after such damage occurs LANDLORD shall notify TENANT that LANDLORD shall repair such damage and shall thereafter repair the damage within a reasonable time.

15.5 **DAMAGE NEAR END OF TERM.**

If at any time during the last two (2) months of the term hereof there is damage, whether or not an Insured Loss, which falls within the classification of Property Partial Damage, LANDLORD may at LANDLORD'S option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to TENANT of LANDLORD'S election to do so within thirty (30) days after the date of occurrence of such damage.

15.6 **ABATEMENT OF RENT: TENANT'S REMEDIES.**

(a) In the event of damage described elsewhere herein which LANDLORD or TENANT repairs or restores, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which TENANT'S use of the Premises is impaired. Except for abatement of rent, if any, TENANT shall have no claim against LANDLORD for any damage suffered by reason of any such damage, destruction, repair or restoration.

(b) If LANDLORD shall be obligated to repair or restore the Premises under the provisions elsewhere herein provided and shall not commence such repair or restoration within ninety (90) days after such obligation shall accrue, TENANT may at TENANT'S option cancel and terminate this Lease by giving LANDLORD written notice of TENANT'S election to do so at any time prior to the commencement of such repair or restoration. In such event this Lease shall terminate as of the date of such notice and TENANT shall have no other rights against LANDLORD.

15.7 **TERMINATION: ADVANCE PAYMENTS.** Upon termination hereof, an equitable adjustment shall be made concerning advance rent and any advance payments made by TENANT to LANDLORD. LANDLORD shall, in addition, return to TENANT so much of TENANT'S security deposit as has not theretofore been applied by LANDLORD.

15.8 **NON-LIABILITY.** LANDLORD shall not be liable for any inconvenience or interruption of business of TENANT occasioned by fire or other casualty, except to the extent of abatement by TENANT of rent obligations as provided hereunder.

#### **ARTICLE 16 - PROPERTY TAXES**

16.1 **DEFINITION OF "REAL PROPERTY TAXES"**. As used herein, the term "real property taxes" shall include any form of tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Premises by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, against any legal or equitable interest of LANDLORD in the Premises or in the real property of which the Premises is a part, or against LANDLORD'S right to rent or other income therefrom, or against LANDLORD'S business of leasing the Premises. The term "real property tax" shall also include any tax, fee, levy, assessment or charge (i) in substitution of, partially or totally, any tax, fee, levy, assessment or charge hereinabove included within the definition of "real property tax" or (ii) the nature of which was hereinbefore included within the definition of "real property tax," or (iii) which is imposed as a result of a transfer, either partial or total, of LANDLORD'S possessory interest in the Premises, or which is added to a tax or charge hereinbefore included within the definition of real property tax by reason of such transfer, or (iv) which is imposed by reason of this transaction, any modifications or changes hereto, or any transfers hereof. The term "real property tax" shall not include any income, estate or inheritance tax assessed against LANDLORD, documentary stamp tax imposed as a result of LANDLORD'S transfer of the fee interest in the Premises, or any sales tax on rent or other payments due from TENANT hereunder.

16.2 **PAYMENT OF TAXES.** LANDLORD shall pay the real property taxes, as elsewhere defined herein, applicable to the Premises throughout the lease term.

16.3 **PERSONAL PROPERTY TAXES.** TENANT shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of TENANT contained on the Premises or elsewhere or on any leasehold improvements made to the Premises by TENANT. When possible, TENANT shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of LANDLORD. If any of TENANT'S personal property shall be assessed with LANDLORD'S real property, TENANT shall pay LANDLORD the taxes attributable to TENANT'S personal property within ten (10) days after receipt of a written statement from LANDLORD setting forth the taxes applicable to TENANT'S property.

#### **ARTICLE 17 - REPRESENTATIONS AND WARRANTIES**

17.1 **TENANT.** TENANT hereby represents and warrants to LANDLORD that: (a) TENANT is a duly authorized corporation existing under the laws of Florida; (b) TENANT has the full right and authority to enter into this Lease; (c) each of the persons executing this Lease on behalf of TENANT is authorized to do so; and (d) this Lease constitutes a valid and legally binding obligation of TENANT, enforceable in accordance with its terms.

17.2 **LANDLORD.** LANDLORD represents and warrants to TENANT that: (a) LANDLORD is the fee simple owner of the Premises; (b) there are no agreements, contracts, covenants, conditions or exclusions which would, if exercised, prohibit the operation of the Premises for the Permitted Use; (c) LANDLORD is a duly authorized existing corporation under the laws of the State of Florida and is qualified to do business in the State of Florida; (d) LANDLORD has the full right and authority to enter into this Lease; (e) each of the persons executing this Lease on behalf of LANDLORD is authorized to do so; and (f) this Lease constitutes a valid and legally binding obligation on LANDLORD, enforceable in accordance with its terms.

#### ARTICLE 18 - NOTICES

(a) Except as provided in subsection (b) below, any notice, demand, request or other communication ("Notice") required or permitted to be given hereunder shall be in writing and shall be deemed given when mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to TENANT or to LANDLORD at the address noted below the signature of such party. Notice given by any other means shall be deemed given when actually received in writing. Either party may by notice to the other specify a different address for Notice purposes, which shall only be effective upon receipt, except that upon TENANT'S taking possession of the Premises, the Premises shall constitute TENANT'S address for Notice purposes. A copy of all Notices required or permitted to be given to LANDLORD hereunder shall be concurrently transmitted to such party or parties at such addresses as LANDLORD may from time to time hereafter designate by notice to TENANT.

(b) The TENANT hereby appoints as its agent to receive the service of all dispossessory or distraint proceedings and legal notices the person in charge of the Premises at the time, or occupying the Premises, and if there is no person in charge or occupying the Premises, than such service or notice may be made by attaching the same on the main entrance of the Premises.

#### ARTICLE 19 - ENVIRONMENTAL COMPLIANCE

19.1 **HAZARDOUS SUBSTANCE.** TENANT shall not use, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Premises, or transport to or from the Premises, any Hazardous Substance (as defined below), or allow any other person or entity to do so. TENANT shall keep and maintain the Premises in compliance with and shall not cause or permit the Premises to be in violation of, any Environmental Laws (as defined below).

19.2 **NOTICE TO LANDLORD.** TENANT shall give prompt notice to LANDLORD of (i) any proceeding or inquiry by any governmental authority (including without limitation the Florida Environmental Protection Agency or Florida Department of Health and Rehabilitative Services) with respect to the presence of any Hazardous Substance on the Premises or the migration thereof from or to other Premises; (ii) all claims made or threatened by any third party against TENANT, LANDLORD or the Premises relating to any loss or injury resulting from any Hazardous Substance; and (iii) TENANT'S discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any Environmental Law or any regulation adopted in accordance therewith.

19.3 **DEFINITIONS.** "Environmental Laws" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Premises, including without limitation the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time ("CERCLA"), 42 U.S.C. §§9601 et seq., and the Resource Conservation and Recovery Act of 1976, as amended from time to time ("RCRA"), 42 U.S.C. §§6901 et seq. The term "Hazardous Substance" shall include without limitation: (i) those substances included within the definition of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq., and in the regulations promulgated pursuant to said laws; (ii) those substances defined as "hazardous wastes" in any Florida Statute and in the regulations promulgated pursuant to any Florida Statute; (iii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iv) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations; and (v) any material, waste or substance which is (1) petroleum, (2) asbestos, (3) polychlorinated biphenyls, (4) designated as a "hazardous substance" pursuant to §311 of the Clean Water Act, 33 U.S.C. §§1251 et seq., or listed pursuant to §307 of the Clean Water Act, (5) flammable explosive, or (6) radioactive materials.

19.4 **LANDLORD'S RIGHT TO INSPECT.** LANDLORD shall have the right to inspect the Premises and audit TENANT'S operations thereon to ascertain TENANT'S compliance with the provisions of this Lease at any reasonable time, and TENANT shall provide periodic certifications to LANDLORD, upon request, that TENANT is in compliance with the environmental restrictions contained herein. LANDLORD shall have the right, but not the obligation, to enter upon the Premises and perform any obligation of TENANT hereunder of which TENANT is in default, including without limitation any remediation necessary due to environmental impact of TENANT'S operations on the Premises, without waiving or reducing TENANT'S liability for TENANT'S default hereunder.

19.5 **DURATION.** All of the terms and provisions of this Article shall survive expiration or termination of this Lease for any reason whatsoever.

## **ARTICLE 20 - ADDITIONAL TERMS**

20.1 **RADON.** Radon is a naturally occurring radioactive gas that, when it has accumulated in as 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 health department.

The foregoing notice is provided pursuant to Section 404.056(5), Florida Statutes ( 2023), which requires that such notice be included in certain Real Estate documents.

20.2 **WAIVER.** The waiver by LANDLORD or TENANT of any breach or default of any term, covenant or condition shall not be deemed to be a waiver of any subsequent breach or default of the same or any other term, covenant or condition, nor shall the acceptance of Rent be

deemed to be a waiver of any such breach or default of such Rent. No term, covenant or condition of this Lease shall be deemed to have been waived by LANDLORD or TENANT, unless such waiver is in writing.

20.3 **BINDING EFFECT: CHOICE OF LAW.** Subject to any provision hereof restricting assignment or subletting by TENANT and subject to the provision regarding LANDLORD'S Liability, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Florida.

20.4 **QUIET ENJOYMENT.** Upon TENANT paying the rent for the Premises and observing and performing all the covenants, conditions and provisions on TENANT'S part to be observed and performed hereunder, TENANT shall have the right of quiet enjoyment of the Premises subject to the term, conditions, and covenants of this Lease.

20.5 **ATTORNEY'S FEES.** If either party brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to recover reasonable attorney's and legal assistant's fees and cost occurred in connection therewith, on appeal or otherwise, including those incurred in arbitration, mediation, administrative or bankruptcy proceedings and in enforcing any right to indemnity herein.

20.6 **NON-COMPETE.** TENANT shall not conduct any auctions or antique sales from the Premises.

## **ARTICLE 21 – COMPLIANCE WITH FLORIDA STATUTE**

21.1 **PUBLIC RECORDS.** (1) for purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall

enforce the contract provisions in accordance with the contract.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on November \_\_\_\_, 2023.

WITNESSES:

\_\_\_\_\_ PARK STREET ANTIQUES CENTER, INC.  
 A Florida corporation

\_\_\_\_\_ By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 9401 Bay Pines Boulevard St.  
 Petersburg, FL 33708

“LANDLORD”

\_\_\_\_\_ CITY OF MADEIRA BEACH  
 A Florida Municipal Corporation

\_\_\_\_\_ By: \_\_\_\_\_  
 Its: Mayor- Ann-Marie Brooks  
 300 Municipal Drive  
 Madeira Beach, Florida 33708

“TENANT”





## MEMORANDUM

TO: Honorable Mayor and Board of Commissioners  
VIA: Robin Gomez, City Manager  
FROM: Jay Hatch, Recreation Director  
DATE: 09/17/2024  
RE: **Ford F-250 Crew Cab XL Purchase**

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### **Background**

The Recreation Department is requesting approval to purchase a 2024 Ford F-250 Crew Cab XL, 4x4. The purchase is budgeted at \$65,000 for FY25. Duval Ford has provided a vehicle purchase quote consistent with the Bradford County Sheriff's Office Contract BCSO 22-27-1.00. This purchase will be a new addition to the Recreation Department and outfitted specifically for special events and road closure purposes. The truck will be outfitted with a topper and rear slide out storage to ensure city cones and equipment is protected from the elements yet still accessible for use as needed. The unit price of the 2024 Ford F-250 is \$55,411.40. Due to the nature of the automobile market at the current time, this vehicle will be built upon the approval and execution of this contract.

### **Fiscal Impact**

\$65,000 is currently budgeted in FY25. The cost to purchase the vehicle will be \$55,411.10.

### **Recommendation**

Staff recommend approval of purchase contract with Duval Ford for the purchase of 2024 Ford F250 Crew Cab XL, 4x4.

### **Attachments**

- Duval Ford Vehicle Purchase Quote
- BCSO Vehicle Contract 22-27-1.0 Duval Ford



▪ Since 1916 ▪

City of Madeira Beach

<b>Prepared for:</b> City of Madeira Beach Max Michalski <a href="mailto:mmichalski@madeirabeachfl.gov">mmichalski@madeirabeachfl.gov</a> 727-392-0665 x 504	<b>Contract Holder</b> Duval Ford Jared Davis (Work) 904-381-6595 (Mobile) 904-343-4451 <a href="mailto:jared.davis@duvalmotor.com">jared.davis@duvalmotor.com</a> 405 Lane Ave N Jacksonville, FL 32254	<b>REV: 9/18/2024</b>
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Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

Code	Equipment	OEM Price Level:	BCSO Contract Price
2024 W2B	2024 Ford F-250 Crew Cab XL, 4x4, 160" wheelbase	\$ 49,982.00	\$ 47,744.70
OEM freight	Factory Destination	\$ 1,995.00	\$ 2,027.92
Z1	Oxford White	\$ -	\$ -
AS	Medium Dark Slate vinyl, 40/20/40	\$ -	\$ -
600A	Standard Equipment Group, incl keyless entry, pwr windows and door locks	\$ -	\$ -
99A.44F	6.8L V8/10-spd auto	\$ -	\$ -
17Z	XL Off-road Package	\$ 906.00	\$ 920.95
	Incl 33" off-road tires, 3.73 electronic locking axle, skid plates		\$ -
43K	Pro Power Onboard 2k	\$ 897.00	\$ 911.80
52S	Interior work surface	\$ 128.00	\$ 130.11
592	Roof clearance lights	\$ 87.00	\$ 88.44
76C	Exterior backup alarm	\$ 160.00	\$ 162.64
86M	Dual battery	\$ 191.00	\$ 194.15
874	360-degree camera package	\$ 1,047.00	\$ 1,064.28
96D	XL Driver Assist, incl BLIS	\$ 665.00	\$ 675.97
85S	Spray-in bedliner	\$ 542.00	\$ 550.94
	Discount	Government Concession reflected in Base Vehicle Price	
	Ceiling Markup	Primary Awardee Ceiling Markup	1.65%
	Discount	Discount off Invoice reflected in Base Vehicle Price	\$ (2,262.00)
	<b>Ceiling Percentage Markup: Accessories</b>		<b>29%</b>
0	1	Tint on all windows incl windshield strip	\$ 250.00 \$ 322.50
		<b>Final Delivery</b>	
0		Labor	Total Labor Hours for installation of parts \$ - \$ -
		Freight	Freight on Parts \$ - \$ -
222	33708	Destination & Fuel to end user zip code (calculated from 32210 to EU zip Code)	\$ 2.00 \$ 444.00
		Tag	New FL Tag plus tag and title processing and handling fee \$ 173.00 \$ 173.00
		Warranty	Extended Warranty excluded \$ - \$ -
			\$ - \$ -
			\$ - \$ -
		NOTE	
<b>UNIT COST</b>			<b>\$ 55,411.40</b>
<b>TOTAL QUANTITY 1</b>		<b>TOTAL PURCHASE</b>	<b>\$ 55,411.40</b>

Section One: VEHICLE

Section 4: FINAL DELIVERY



09/12/2022

To whom it may concern,

The Bradford County Sheriff's Office received sealed bids after posting the Request for Proposal in the Bradford County Telegraph and on our website. On 09/06/22, in the lobby of the Sheriff's Office @ 10:00 am the following bids were received.

- 1) Bozard Ford
- 2) Duval Ford
- 3) Duval Chevrolet

Following a Command Staff review of the proposals, the following contracts were awarded based on the evaluation table described in the Request for Proposal.

**Ford vehicles:**

Primary Contract Awarded to Duval Ford  
Alternate Awarded to Bozard Ford

**Chevrolet vehicles:**


Primary Contract Awarded to Duval Chevrolet  
Alternate- No Bid

**Other manufacturers:**

No Bid

Information regarding the Contract (BCSO 22-27-1.0) and the Proposals will be listed on our website ([bradfordsheriff.org](http://bradfordsheriff.org)) under the Finance section. For any questions or concerns please contact me during regular business hours.

Thanks,

  
Major George L. Konkel Jr.  
Chief of Operations  
Bradford County Sheriff's Office  
945-B North Temple Ave.  
Starke, Fl. 32091  
Office (904)966-6306



**BRADFORD COUNTY  
 SHERIFF'S OFFICE**  
**Gordon Smith**  
 Sheriff

<b>TITLE:</b>	<b>BRADFORD COUNTY SHERIFF'S OFFICE VEHICLE PURCHASING CONTRACT BCSO (22-27-1.0)</b>
<b>EXECUTED:</b>	09/13/22 <i>ASL</i>
<b>EFFECTIVE:</b>	September 12, 2022
<b>TERM:</b>	FIVE (5) Years with Option to Extend/Renew
<b>ATTACHMENTS:</b>	A. SPECIFICATIONS B. PRICING AND DISCOUNTS

**TERMS AND CONDITIONS**

This AGREEMENT is established by and between **Duval Ford**, (hereinafter referred to as "VENDOR") whose address is **1616 Cassat Avenue (Jacksonville, Fl.)** and any duly authorized appointee of the Bradford County Sheriff's Office, an independent constitutional officer with administrative offices at 945B N TEMPLE AVE; STARKE, Florida (hereinafter referred to as "SHERIFF") (collectively hereinafter referred to as "PARTIES").

**WHEREAS;** VENDOR wishes to enter into a contractual relationship with SHERIFF for the provision of goods or services;

**WHEREAS;** VENDOR agrees to provide goods and services to SHERIFF, as he may request from time to time, based upon all terms and conditions contained in official Purchase Orders referencing this AGREEMENT which are incorporated herein; and

**WHEREAS;** SHERIFF requires all VENDORS to agree with and comply with, the terms and conditions of this AGREEMENT as detailed herein.

**NOW THEREFORE,** as a condition precedent to entering into a contractual relationship with the SHERIFF, the VENDOR agrees as follows:

**A. GENERAL**

VENDOR understands that this is not an exclusive contract with SHERIFF for the provision of goods and services. SHERIFF may utilize other vendors without penalty or cost to SHERIFF.

The PARTIES agree that to the extent VENDOR's Contract/Invoice, or any subsequent contract,





invoice, or addendum, contains any terms or conditions which are in conflict with or require any action that conflicts with the terms contained in this AGREEMENT, the terms of this AGREEMENT shall control - regardless of the order of execution of these documents.

The VENDOR shall not change the terms and conditions contained herein unless such change is in writing and executed by the PARTIES. Failure to deliver or to comply with any of the terms and conditions of this AGREEMENT may disqualify VENDOR from receiving future orders.

**B. QUALITY**

All materials or services furnished by VENDOR must be as specified, and subject to inspection and approval by SHERIFF within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authorization from SHERIFF. Materials rejected will be returned at the VENDOR's risk and expense.

**C. QUANTITY/PRICE**

The quantity of materials ordered, or the prices specified, must not be exceeded without written authorization being first obtained from SHERIFF. Prices quoted will include a discount off MSRP and/ or the percentage markup over vendor cost as contained in the vendor bid document. Discounts off manufacturer's price lists will be reflected on quotes per vendor's bid submission and will be extended to manufacturer and dealer installed options. Quotes must follow the outline set forth in the quote template section "m" contained in the bid announcement, terms and conditions. [see attachments]

**D. INDEMNITY AND INSURANCE**

SHERIFF agrees to be responsible for the acts or omissions of his employees to the extent permitted under Florida law. Nothing herein shall operate as a waiver of SHERIFF'S sovereign immunity. SHERIFF does not agree to indemnify or hold harmless VENDOR. There are no intended third-party beneficiaries arising out of or in any way connected to this AGREEMENT, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this AGREEMENT any rights, benefits, or privileges to rely on or demand performance of any provision of this AGREEMENT. VENDOR further agrees to provide workers' compensation coverage for all of VENDOR'S employees, and to maintain such general and auto liability insurance as is deemed necessary by SHERIFF for the circumstances and operations of VENDOR. VENDOR further agrees to provide SHERIFF with Certificates of Insurance, indicating the amount of coverage in force, upon request.

**E. PACKING**

Packages must be plainly marked with shipper's name and Purchase Order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing.

**F. DELIVERY**

All materials must be shipped F.O.B. Destination. SHERIFF will not pay freight or express charges. If a specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE.



Upon receipt of a Purchase Order under this AGREEMENT, the VENDOR shall contact the SHERIFF to confirm the order and a mutually agreeable delivery date. Deliveries shall be made between 8:30 A.M. and 4:30 P.M. Monday through Friday, except for holidays, unless otherwise stated.

**G. MATERIAL SAFETY DATA SHEET** VENDOR agrees to furnish SHERIFF with a current Material Safety Data Sheet (MSDS) on or before delivery as required by Florida Statute.

**H. OSHA REQUIREMENT**

VENDOR hereby guarantees SHERIFF that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force at the date hereof.

**I. PUBLIC ENTITY CRIMES**

Pursuant to Section 287.133 (2) Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$25,000) for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR hereby swears or affirms that it isn't currently on any such list or otherwise been suspended or barred from providing services or products by any local, state or federal regulatory or governmental entity.

**J. PROMPT PAYMENT ACT**

Contained below are provisions of Chapter 218, Florida Statutes, which regulates payments made by local governmental entities for non-construction services or goods. As an Independent Elected Constitutional Office, SHERIFF is bound by the provisions of this Chapter and all contracts entered into between SHERIFF and private vendors are governed by its terms. This section shall extend to the eligible governmental agencies as qualified users of this agreement which are statutorily referred to as: "Governmental agency" means a county, a municipality, a district school board, or any other unit of local government or political subdivision in this state.

Attached below are the pertinent parts of Chapter 218, Florida Statutes, relating to payments made by SHERIFF. These requirements supersede any terms in agreements entered into between the SHERIFF and any vendor or contractor doing business with SHERIFF.

The time at which payment is due for purchases made by SHERIFF shall be calculated from:

1. The date on which a proper invoice is received by the chief disbursement officer of the





- local governmental entity after approval by the governing body, if required; or
2. If a proper invoice is not received by the local governmental entity, the date:
    - a. On which delivery of personal property is accepted by the local governmental entity;
    - b. On which services are completed;
    - c. On which the rental period begins; or
    - d. On which SHERIFF and VENDOR agree in a contract that provides dates relative to payment periods; whichever date is latest.
  3. SHERIFF shall establish procedures whereby each payment request or invoice received by it is marked as received on the date on which it is delivered to an agent or employee of SHERIFF or of a facility or office of the SHERIFF.
  4. The payment due date for contracts for the purchase of goods or services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.
  5. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.
  6. All payments, due from SHERIFF and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. VENDOR must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

**K. SCRUTINIZED VENDOR LIST**

By executing this Agreement, VENDOR certifies that: it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If SHERIFF determines, using credible information available to the public, that VENDOR has submitted a false certification, SHERIFF shall provide VENDOR with written notice of its determination. VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If VENDOR does not make such demonstration within ninety (90) days after receipt of the notice, SHERIFF shall bring a civil action against VENDOR. If a civil action is brought and the court determines that VENDOR has submitted a false certification, VENDOR shall pay a civil penalty equal to the greater of two million (\$2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, VENDOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date SHERIFF determined that VENDOR submitted a false certification, pursuant Section 287.135(5)(a), Florida Statutes



**L. GOVERNING LAW, JURISDICTION AND VENUE**

The terms and conditions of this agreement shall be construed in accordance with and governed by the laws of the State of Florida. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this AGREEMENT shall be instituted and litigated in the courts of the State of Florida, located in Bradford County, Florida, without regard to conflicts of laws principles. In accordance herewith, the parties to this AGREEMENT submit to the jurisdiction of the courts of the State of Florida located in Bradford County, Florida.

**M. ARBITRATION/MEDIATION**

SHERIFF does not agree to binding arbitration or mediation nor waive SHERIFF'S right to use the courts in the event that a breach or other circumstance necessitates litigation as a tool to ensure that the rights of the agency and the citizenry are protected.

**N. WARRANTY**

SHERIFF does not agree to waive direct, special or exemplary damages.

**O. SECURITY**

Due to the confidential and sensitive nature of the work performed by SHERIFF, VENDOR and contractors may be subjected to background checks upon SHERIFF'S request. VENDOR and contractors may be required to provide information about themselves, their employees, and subcontractors, in order to permit SHERIFF to conduct background checks on persons entering secure areas, accessing secure information or otherwise providing supplies or services to SHERIFF. SHERIFF retains the right to limit or refuse access to any person at his sole discretion and vendors and contractors agree to abide that decision without cost or penalty to SHERIFF.

**P. TERMINATION**

This AGREEMENT may be terminated at any time by SHERIFF, for any reason or no reason at all, upon providing thirty (30) days advance written notice to the VENDOR. SHERIFF shall pay for all supplies and services provided by VENDOR as of the date of termination.

**Q. APPROPRIATION**

This AGREEMENT is subject to availability and annual appropriation of funds by the County, County Council, (Council). If funding for vehicle purchasing is not appropriated by the Council for any fiscal period during the term hereof, then SHERIFF shall immediately terminate this AGREEMENT upon written notice to VENDOR. In the event of such termination, VENDOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Such termination by SHERIFF shall not be deemed a Breach of Contract by SHERIFF, and VENDOR shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

**R. MISCELLANEOUS**





None of the following terms shall have any effect or be enforceable against SHERIFF or any of his employees or agents:

1. Any term requiring SHERIFF to maintain any type of insurance for the benefit of either SHERIFF or VENDOR.
2. Any term granting VENDOR any security interest in property owned or controlled by SHERIFF, including facilities provided by the County Board of County Commissioners for use by SHERIFF.
3. Any term obligating SHERIFF to pay the costs of collection or attorney's fees.
4. Any term allowing VENDOR to make unilateral modification to any contract entered into or relied upon by the Parties.
5. Any term requiring or stating that the terms of VENDOR'S standard form contract shall prevail over the terms of this Agreement in the event of a conflict.
6. Any term granting VENDOR the right to audit or examine the books, records or accounts of SHERIFF other than as required by law.

**S. PUBLIC RECORDS LAW**

Chapter 119, FS, is Florida's Public Records Act. Under this law, all records, including contracts are subject to disclosure to the public on demand. There are certain exemptions that can be claimed by SHERIFF to shield certain protected information, but VENDOR is hereby put on notice that the terms and conditions of any agreement entered into between VENDOR and SHERIFF are likely be disclosed if a public demand is made. SHERIFF does not agree to the confidentiality of any information contained within any documents created or developed as part of any agreement. The Public Records law will always supersede any agreements to the contrary.

The NOTICE provided below is required to be part of any agreement entered into by SHERIFF.

**NOTICE**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE COUNTY.**

In compliance with 119.0701, Florida Statutes, and 119.011(2), Florida Statutes, the following definitions shall apply to this agreement:

"Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

"Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

Note that in accordance with Florida law the contractor shall:



1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service.
5. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall upon termination of the contract destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
8. The Contractor understands that a request made to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency; however if the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
9. If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s.119.10, which include the filing of a civil action against a contractor to compel production of public records relating to a public agency's contract for services. The court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
  - a. A notice complies with the requirements of this chapter if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent.
  - b. Such notices must be sent by common carrier delivery service or by registered,





Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

#### T. E-VERIFY

1. The terms contained in this paragraph shall be defined in accordance with Florida Statute Section 448.095 "Employment Eligibility."
2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
3. As of January 1, 2021, a public employer (e.g., Sheriff's Office) may not enter into a contract with a contractor, or subcontractor unless each party to the contract registers with and uses the E-Verify system. Every contractor who has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; or subcontractor who is a person or entity that provides labor, supplies, or services to or for a contractor or other subcontractor in exchange for salary, wages, or other remuneration, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.
4. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
5. A contract terminated for violating paragraph 3 above or sections 448.095 subsections (2)(c) 1 or 2, FS, is not a breach of contract and may not be considered as such. Additionally, a contractor whose contract that is terminated as provided for in this paragraph may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
6. **VENDOR** shall, upon request, provide evidence of compliance with this provision to **SHERIFF**. Failure to comply with this provision is a material breach of the Agreement, and the **SHERIFF** may choose to terminate the Agreement at any time at its sole discretion. **VENDOR** may be liable for all costs associated with **SHERIFF** securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). **VENDOR**, by virtue of acceptance of the Purchase Order certifies that:
  1. **VENDOR** and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Sheriff's Office, provide evidence of such compliance.
  2. **VENDOR** and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
  3. **VENDOR** will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
  4. The Subcontractor will provide **VENDOR** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
  5. **VENDOR** must maintain a copy of such affidavit.



- 6. SHERIFF may terminate this Contract on the good faith belief that the VENDOR or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
- 7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), VENDOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
- 8. VENDOR is liable for any additional cost incurred by SHERIFF as a result of the termination of this Contract.

**U. FOREIGN INFLUENCE**

VENDOR represents and warrants that it has made any applicable disclosures to SHERIFF which are required under Section 286.101(3)(a), Florida Statutes, pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

**V. GRANTS**

Any purchases funded through Federal Grants, including but not limited to UASI, SCHGP, and any other federal grants shall require the VENDOR to comply with the provisions listed in 2 C.F.R. Part 200.

**W. SUBCONTRACTORS**

VENDOR agrees that as the signatory to this agreement, it is solely responsible for the satisfactory provision of goods and services hereunder. SHERIFF does not authorize subcontractors, joint ventures or third parties to provide goods or services in the performance of this agreement except as identified by VENDOR in its proposal to SHERIFF. All subcontractors, joint ventures or third parties providing goods or services in furtherance of this agreement shall be specifically identified by VENDOR and the Scope of Work will clearly identify the specific goods and or services to be provided by said subcontractors, joint ventures or third parties.

If the services provided by any subcontractor, joint venture or third party requires a specific licensure, certificate, degree or other governmental authorization to provide the services, proof of such licensure, certificate, degree or authorization will be provided by VENDOR to SHERIFF prior to the commencement of work or the payment of any sums due to VENDOR.

**X. PROMPT PAYMENT DISCOUNT and FEE CALCULATION**

Where SHERIFF and/ or eligible users of this contract pays the VENDOR within 30 days of delivery of a vehicle, the VENDOR shall remit a fee to the Bradford County Sheriff's Office at one half of one percent of the total purchase amount excluding tag fees, extended warranty purchases, and trade in allowances; per unit, that is promptly paid for. Vendor fee reporting to be submitted **monthly** with payment due the 20<sup>th</sup> of the month following the reporting cycle for all deliveries made within month reporting.

**Y. OUT-OF-SERVICE VEHICLES**





The SHERIFF has the option to dispose of out-of-service vehicles through the VENDOR. Should the SHERIFF decide to do so, the VENDOR agrees to auction off those vehicles and pay to the SHERIFF the net auction proceeds minus transport costs and \$400 vendor fee per unit.

**Z. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties regarding this Agreement and supersedes all prior communications. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations except such representations as are specifically set forth herein, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other. No alteration of these terms and conditions is binding on SHERIFF unless signed by SHERIFF.

**Z. TERM AND EXTENSION**

The term for this AGREEMENT ("BCSO 22-27-1.0") shall remain in effect for five (5) years from the date of contract execution by the SHERIFF and may be renewed for five (5) years or extended by the PARTIES upon mutual agreement, in writing and executed by the PARTIES, before the expiration of the original term or any extension thereof. SHERIFF does not agree to automatic renewals or extensions. AGREEMENT may be extended to other governmental agencies located in the State of Florida with vendor approval.

**IN WITNESS THEREOF**, the PARTIES have caused this AGREEMENT to be duly executed as of the last day set forth below by the undersigned authorized representatives of the PARTIES.

Bradford County Sheriff's Office

VENDOR (Duval Ford)

Joe Guill  
Name

[Signature]

Name **Richard Tackett: GM**

9/13/22  
Date

9/13/2022  
Date

Approved as to Form and Legality,  
for the Reliance of the Bradford County  
Sheriff, Florida

# [Tab 4] Price Proposal

**Attachment 1:** FORD OEM PRODUCTS: ALL MODELS AND PACKAGES: 1.65%

**Attachment 2:** Duval Ford AMO percent markup table

**Attachment (2a):** Exclusions: Ford SVT, ST

**Attachment 3:** Mileage Statement

# Tab 4: Part 1, OEM percent Markup

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
<b>&gt;2022 Medium Truck Chassis</b>					
2	>2022	F650	F6A-F650 REG CAB	All Oem Pkg's Packages	1.65%
3	>2022	F650	F6B-F650 REG CAB LO	All Oem Pkg's	1.65%
4	>2022	F650	F6C-F650 REG CAB	All Oem Pkg's	1.65%
5	>2022	F650	F6D-F650 REG CAB	All Oem Pkg's	1.65%
6	>2022	F650	F6E-F650 REG CAB LO	All Oem Pkg's	1.65%
7	>2022	F650	F6T-F650 REG CAB TR	All Oem Pkg's	1.65%
8	>2022	F750	F7A-F750 REG CAB	All Oem Pkg's	1.65%
9	>2022	F750	F7D-F750 REG CAB	All Oem Pkg's	1.65%
10	>2022	F750	F7T-F750 REG CAB TR	All Oem Pkg's	1.65%
11	>2022	F650	W6A-F650 CREW CAB	All Oem Pkg's	1.65%
12	>2022	F650	W6B-F650 CRW CAB LO	All Oem Pkg's	1.65%
13	>2022	F650	W6D-F650 CREW CAB	All Oem Pkg's	1.65%
14	>2022	F650	W6E-F650 CRW CAB LO	All Oem Pkg's	1.65%
15	>2022	F650	W6T-F650 CRW CAB TR	All Oem Pkg's	1.65%
16	>2022	F750	W7A-F750 CREW CAB	All Oem Pkg's	1.65%
17	>2022	F750	W7D-F750 CREW CAB	All Oem Pkg's	1.65%
18	>2022	F750	W7T-F750 CRW CAB TR	All Oem Pkg's	1.65%
19	>2022	F650	X6A-F650 SUPER CAB	All Oem Pkg's	1.65%
20	>2022	F650	X6B-F650 SPR CAB LO	All Oem Pkg's	1.65%
21	>2022	F650	X6D-F650 SUPER CAB	All Oem Pkg's	1.65%
22	>2022	F650	X6E-F650 SPR CAB LO	All Oem Pkg's	1.65%
23	>2022	F650	X6T-F650 SPR CAB TR	All Oem Pkg's	1.65%
24	>2022	F750	X7A-F750 SUPER CAB	All Oem Pkg's	1.65%
25	>2022	F750	X7D-F750 SUPER CAB	All Oem Pkg's	1.65%
26	>2022	F750	X7T-F750 SPR CAB TR	All Oem Pkg's	1.65%
<b>&gt;2022 E-Series Chassis and Cutaway</b>					
28	>2022	ECONOLINE	E3F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
29	>2022	ECONOLINE	E3K-COMM STRIP CHAS	All Oem Pkg's	1.65%
30	>2022	ECONOLINE	E4F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
31	>2022	ECONOLINE	E4K-COMM STRIP CHAS	All Oem Pkg's	1.65%
<b>&gt;2022 Mustang</b>					
33	>2022	Mustang	P8C-GT COUPE	All Oem Pkg's Excluding SVT	1.65%
34	>2022	Mustang	P8F-GT CONV PREM	All Oem Pkg's Excluding SVT	1.65%
35	>2022	Mustang	P8J-HB COUPE	All Oem Pkg's Excluding SVT	1.65%
36	>2022	Mustang	P8K-BULLITT COUPE	All Oem Pkg's Excluding SVT	1.65%
37	>2022	Mustang	P8R-MACH 1 COUPE	All Oem Pkg's Excluding SVT	1.65%
38	>2022	Mustang	P8S-SHELBY GT500	All Oem Pkg's Excluding SVT	1.65%
39	>2022	Mustang	P8T-MUST ECO COUPE	All Oem Pkg's Excluding SVT	1.65%
40	>2022	Mustang	P8U-ECO CONVERTIBLE	All Oem Pkg's Excluding SVT	1.65%



ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
<b>&gt;2022 Expedition</b>					
42	>2022	Expedition	K1F-4X2 XL MAX	All Oem Pkg's	1.65%
43	>2022	Expedition	K1G-4X4 XL MAX	All Oem Pkg's	1.65%
44	>2022	Expedition	K1H-4X2 XLT MAX	All Oem Pkg's	1.65%
45	>2022	Expedition	K1J-4X4 XLT MAX	All Oem Pkg's	1.65%
46	>2022	Expedition	K1K-4X2 LIMITED MAX	All Oem Pkg's	1.65%
47	>2022	Expedition	K1L-4X2 PLATINUM MX	All Oem Pkg's	1.65%
48	>2022	Expedition	K1M-4X4 PLATINUM MX	All Oem Pkg's	1.65%
49	>2022	Expedition	K1N-4X2 K. RANCH MAX	All Oem Pkg's	1.65%
50	>2022	Expedition	K1P-4X4 K. RANCH MAX	All Oem Pkg's	1.65%
51	>2022	Expedition	K2A-4X4 LIMITED MAX	All Oem Pkg's	1.65%
52	>2022	Expedition	U1F-4X2 XL	All Oem Pkg's	1.65%
53	>2022	Expedition	U1G-4X4 XL	All Oem Pkg's	1.65%
54	>2022	Expedition	U1H-4X2 XLT	All Oem Pkg's	1.65%
55	>2022	Expedition	U1J-4X4 XLT	All Oem Pkg's	1.65%
56	>2022	Expedition	U1K-4X2 LIMITED	All Oem Pkg's	1.65%
57	>2022	Expedition	U1L-4X2 PLATINUM	All Oem Pkg's	1.65%
58	>2022	Expedition	U1M-4X4 PLATINUM	All Oem Pkg's	1.65%
59	>2022	Expedition	U1N-4X2 KING RANCH	All Oem Pkg's	1.65%
60	>2022	Expedition	U1P-4X4 KING RANCH	All Oem Pkg's	1.65%
61	>2022	Expedition	U1R-4X4 TIMBERLINE	All Oem Pkg's	1.65%
62	>2022	Expedition	U2A-4X4 LIMITED	All Oem Pkg's	1.65%
<b>&gt;2022 Bronco Sport SUV</b>					
64	>2022	Bronco Sport SUV	R9A-BRONCO SPT BASE	All Oem Pkg's	1.65%
65	>2022	Bronco Sport SUV	R9B-BRONCO SPT BIG	All Oem Pkg's	1.65%
66	>2022	Bronco Sport SUV	R9C-BRONCO SPT OB	All Oem Pkg's	1.65%
67	>2022	Bronco Sport SUV	R9D-BRONCO SPT BD	All Oem Pkg's	1.65%
<b>&gt;2022 Transit Connect Van</b>					
69	>2022	Transit Connect Van	E6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
70	>2022	Transit Connect Van	E6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
71	>2022	Transit Connect Van	E7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
72	>2022	Transit Connect Van	E7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
73	>2022	Transit Connect Van	S6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
74	>2022	Transit Connect Van	S6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
75	>2022	Transit Connect Van	S7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
76	>2022	Transit Connect Van	S7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
<b>&gt;2022 Superduty</b>					
78	>2022	F250	F2A-F250 4X2 SD R/C	All Oem Pkg's	1.65%
79	>2022	F250	F2B-F250 4X4 SD R/C	All Oem Pkg's	1.65%
80	>2022	F350	F3A-F350 4X2SDR/CSR	All Oem Pkg's	1.65%
81	>2022	F350	F3B-F350 4X4SDR/CSR	All Oem Pkg's	1.65%
82	>2022	F350	F3C-F350 4X2 SD R/C	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
83	>2022	F350	F3D-F350 4X4 SD R/C	All Oem Pkg's	1.65%
84	>2022	F350	F3E-F350 4X2CHAS/CS	All Oem Pkg's	1.65%
85	>2022	F350	F3F-F350 4X4CHAS/CS	All Oem Pkg's	1.65%
86	>2022	F350	F3G-F350 4X2 CHAS/C	All Oem Pkg's	1.65%
87	>2022	F350	F3H-F350 4X4 CHAS/C	All Oem Pkg's	1.65%
88	>2022	F450	F4C-F450 4X2 SD R/C	All Oem Pkg's	1.65%
89	>2022	F450	F4D-F450 4X4 SD R/C	All Oem Pkg's	1.65%
90	>2022	F450	F4G-F450 4X2 CHAS/C	All Oem Pkg's	1.65%
91	>2022	F450	F4H-F450 4X4 CHAS/C	All Oem Pkg's	1.65%
92	>2022	F550	F5G-F550 4X2 CHAS/C	All Oem Pkg's	1.65%
93	>2022	F550	F5H-F550 4X4 CHAS/C	All Oem Pkg's	1.65%
94	>2022	F600	F6K-F600 4X2 CHAS/C	All Oem Pkg's	1.65%
95	>2022	F600	F6L-F600 4X4 CHAS/C	All Oem Pkg's	1.65%
96	>2022	F250	W2A-F250 4X2 CREW /C	All Oem Pkg's	1.65%
97	>2022	F250	W2B-F250 4X4 CREW /C	All Oem Pkg's	1.65%
98	>2022	F350	W3A-F350 4X2CREW/CS	All Oem Pkg's	1.65%
99	>2022	F350	W3B-F350 4X4CREW/CS	All Oem Pkg's	1.65%
100	>2022	F350	W3C-F350 4X2 CREW /C	All Oem Pkg's	1.65%
101	>2022	F350	W3D-F350 4X4 CREW /C	All Oem Pkg's	1.65%
102	>2022	F350	W3E-F350 4X2CRWCCSR	All Oem Pkg's	1.65%
103	>2022	F350	W3F-F350 4X4CRWCCSR	All Oem Pkg's	1.65%
104	>2022	F350	W3G-F350 4X2 CRW CC	All Oem Pkg's	1.65%
105	>2022	F350	W3H-F350 4X4 CRW CC	All Oem Pkg's	1.65%
106	>2022	F450	W4C-F450 4X2 CRW PU	All Oem Pkg's	1.65%
107	>2022	F450	W4D-F450 4X4 CRW PU	All Oem Pkg's	1.65%
108	>2022	F450	W4G-F450 4X2 CRW CC	All Oem Pkg's	1.65%
109	>2022	F450	W4H-F450 4X4 CRW CC	All Oem Pkg's	1.65%
110	>2022	F550	W5G-F550 4X2 CRW CC	All Oem Pkg's	1.65%
111	>2022	F550	W5H-F550 4X4 CRW CC	All Oem Pkg's	1.65%
112	>2022	F250	X2A-F250 4X2 S/C	All Oem Pkg's	1.65%
113	>2022	F250	X2B-F250 4X4 S/C	All Oem Pkg's	1.65%
114	>2022	F350	X3A-F350 4X2 S/C	All Oem Pkg's	1.65%
115	>2022	F350	X3B-F350 4X4 S/C	All Oem Pkg's	1.65%
116	>2022	F350	X3C-F350 4X2 S/C DR	All Oem Pkg's	1.65%
117	>2022	F350	X3D-F350 4X4 S/C DR	All Oem Pkg's	1.65%
118	>2022	F350	X3E-F350 4X2S/CCCSR	All Oem Pkg's	1.65%
119	>2022	F350	X3F-F350 4X4S/CCCSR	All Oem Pkg's	1.65%
120	>2022	F350	X3G-F350 4X2 S/C CC	All Oem Pkg's	1.65%
121	>2022	F350	X3H-F350 4X4 S/C CC	All Oem Pkg's	1.65%
122	>2022	F450	X4G-F450 4X2 S/C CC	All Oem Pkg's	1.65%
123	>2022	F450	X4H-F450 4X4 S/C CC	All Oem Pkg's	1.65%
124	>2022	F550	X5G-F550 4X2 S/C CC	All Oem Pkg's	1.65%
125	>2022	F550	X5H-F550 4X4 S/C CC	All Oem Pkg's	1.65%
	>2022	Mustang Mach-E			
127	>2022	Mustang Mach-E	K1R-SELECT RWD	All Oem Pkg's	1.65%
128	>2022	Mustang Mach-E	K1S-SELECT AWD	All Oem Pkg's	1.65%
129	>2022	Mustang Mach-E	K2R-CAL ROUTE 1 RWD	All Oem Pkg's	1.65%
130	>2022	Mustang Mach-E	K2S-CAL ROUTE 1 AWD	All Oem Pkg's	1.65%
131	>2022	Mustang Mach-E	K3R-PREMIUM RWD	All Oem Pkg's	1.65%
132	>2022	Mustang Mach-E	K3S-PREMIUM AWD	All Oem Pkg's	1.65%
133	>2022	Mustang Mach-E	K4S-GT AWD	All Oem Pkg's	1.65%



ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
<b>&gt;2022 F150 SERIES</b>					
135	>2022	F150	F1C-F150 4X2 R/C	All Oem Pkg's	1.65%
136	>2022	F150	F1E-F150 4X4 R/C	All Oem Pkg's	1.65%
137	>2022	F150	W1C-F150 4X2 CREW	All Oem Pkg's	1.65%
138	>2022	F150	W1E-F150 4X4 CREW	All Oem Pkg's	1.65%
139	>2022	F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%
140	>2022	F150	W1S-F150 4X2 CREW	All Oem Pkg's	1.65%
141	>2022	F150	W1T-F150 4X4 CREW	All Oem Pkg's	1.65%
142	>2022	F150	X1C-F150 4X2 S/C	All Oem Pkg's	1.65%
143	>2022	F150	X1E-F150 4X4 S/C	All Oem Pkg's	1.65%
<b>&gt;2022 Bronco Full Size</b>					
145	>2022	Bronco Full Size	E5A-BRONCO 2DR 4X4	All Oem Pkg's Excluding SVT	1.65%
146	>2022	Bronco Full Size	E5B-BRONCO 4DR 4X4	All Oem Pkg's Excluding SVT	1.65%
147	>2022	Bronco Full Size	E5C-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
148	>2022	Bronco Full Size	E5D-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
149	>2022	Bronco Full Size	E5E-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
150	>2022	Bronco Full Size	E5F-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
151	>2022	Bronco Full Size	E5G-2 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
152	>2022	Bronco Full Size	E5H-4 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
153	>2022	Bronco Full Size	E5J-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
<b>&gt;2022 Maverick Pickup</b>					
155	>2022	Maverick Pickup	W8E-MAVERICK FWD	All Oem Pkg's	1.65%
156	>2022	Maverick Pickup	W8F-MAVERICK AWD	All Oem Pkg's	1.65%
<b>&gt;2022 Explorer SUV</b>					
158	>2022	Explorer SUV	K7B-4DR RWD BASE	All Oem Pkg's Excluding ST	1.65%
159	>2022	Explorer SUV	K7D-4DR RWD XLT	All Oem Pkg's Excluding ST	1.65%
160	>2022	Explorer SUV	K7F-4DR RWD LIMITED	All Oem Pkg's Excluding ST	1.65%
161	>2022	Explorer SUV	K7G-4DR RWD ST	All Oem Pkg's Excluding ST	1.65%
162	>2022	Explorer SUV	K7H-4DR RWD PLTNM	All Oem Pkg's Excluding ST	1.65%
163	>2022	Explorer SUV	K7K-4DR RWD ST-LINE	All Oem Pkg's Excluding ST	1.65%
164	>2022	Explorer SUV	K7L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
165	>2022	Explorer SUV	K8B-4DR 4WD BASE	All Oem Pkg's Excluding ST	1.65%
166	>2022	Explorer SUV	K8D-4DR 4WD XLT	All Oem Pkg's Excluding ST	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
167	>2022	Explorer SUV	K8F-4DR 4WD LIMITED	All Oem Pkg's Excluding ST	1.65%
168	>2022	Explorer SUV	K8G-4DR 4WD ST	All Oem Pkg's Excluding ST	1.65%
169	>2022	Explorer SUV	K8H-4DR 4WD PLTNM	All Oem Pkg's Excluding ST	1.65%
170	>2022	Explorer SUV	K8J-4DR 4WD TMBLINE	All Oem Pkg's Excluding ST	1.65%
171	>2022	Explorer SUV	K8K-4DR 4WD ST-LINE	All Oem Pkg's Excluding ST	1.65%
172	>2022	Explorer SUV	K8L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
	>2022	Transit Van			
174	>2022	Transit Van	E1C-MR CARGO RWD	All Oem Pkg's	1.65%
175	>2022	Transit Van	E1D-MR CREW RWD	All Oem Pkg's	1.65%
176	>2022	Transit Van	E1Y-LR CARGO RWD	All Oem Pkg's	1.65%
177	>2022	Transit Van	E1Z-LR CREW RWD	All Oem Pkg's	1.65%
178	>2022	Transit Van	E2C-MR CARGO AWD	All Oem Pkg's	1.65%
179	>2022	Transit Van	E2D-MR CREW AWD	All Oem Pkg's	1.65%
180	>2022	Transit Van	E2Y-LR CARGO AWD	All Oem Pkg's	1.65%
181	>2022	Transit Van	E9Z-LR CREW AWD	All Oem Pkg's	1.65%
182	>2022	Transit Van	F1P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
183	>2022	Transit Van	F1Y-LR CARGO RWD	All Oem Pkg's	1.65%
184	>2022	Transit Van	F1Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
185	>2022	Transit Van	F2P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
186	>2022	Transit Van	F2Y-LR CARGO AWD	All Oem Pkg's	1.65%
187	>2022	Transit Van	F2Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
188	>2022	Transit Van	F4U-HR CARGO AWD	All Oem Pkg's	1.65%
189	>2022	Transit Van	F4V-HR CREW RWD	All Oem Pkg's	1.65%
190	>2022	Transit Van	F4W-HR CREW AWD	All Oem Pkg's	1.65%
191	>2022	Transit Van	F4X-HR CARGO RWD	All Oem Pkg's	1.65%
192	>2022	Transit Van	F5X-HR CARGO RWD	All Oem Pkg's	1.65%
193	>2022	Transit Van	F6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
194	>2022	Transit Van	F6X-HR CARGO AWD	All Oem Pkg's	1.65%
195	>2022	Transit Van	F6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
196	>2022	Transit Van	F7C-MR CARGO RWD	All Oem Pkg's	1.65%
197	>2022	Transit Van	F7X-HR CARGO RWD	All Oem Pkg's	1.65%
198	>2022	Transit Van	F8C-MR CARGO AWD	All Oem Pkg's	1.65%
199	>2022	Transit Van	F8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
200	>2022	Transit Van	F8X-HR CARGO AWD	All Oem Pkg's	1.65%
201	>2022	Transit Van	F8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
202	>2022	Transit Van	R1C-MR CARGO RWD	All Oem Pkg's	1.65%
203	>2022	Transit Van	R1D-MR CREW RWD W	All Oem Pkg's	1.65%
204	>2022	Transit Van	R1V-HR CREW RWD W	All Oem Pkg's	1.65%
205	>2022	Transit Van	R1X-HR CARGO RWD	All Oem Pkg's	1.65%
206	>2022	Transit Van	R1Y-LR CARGO RWD	All Oem Pkg's	1.65%
207	>2022	Transit Van	R1Z-LR CREW RWD	All Oem Pkg's	1.65%
208	>2022	Transit Van	R2C-MR CARGO AWD	All Oem Pkg's	1.65%
209	>2022	Transit Van	R2D-MR CREW AWD	All Oem Pkg's	1.65%
210	>2022	Transit Van	R2V-HR CREW AWD	All Oem Pkg's	1.65%
211	>2022	Transit Van	R2X-HR CARGO AWD	All Oem Pkg's	1.65%



ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
212	>2022	Transit Van	R2Y-LR CARGO AWD	All Oem Pkg's	1.65%
213	>2022	Transit Van	R2Z-LR CREW AWD	All Oem Pkg's	1.65%
214	>2022	Transit Van	R3U-HR CARGO AWD	All Oem Pkg's	1.65%
215	>2022	Transit Van	R3X-HR CARGO RWD	All Oem Pkg's	1.65%
216	>2022	Transit Van	R5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
217	>2022	Transit Van	R5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
218	>2022	Transit Van	R7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
219	>2022	Transit Van	R7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
220	>2022	Transit Van	S4U-HR CARGO AWD	All Oem Pkg's	1.65%
221	>2022	Transit Van	S4V-HR CREW RWD	All Oem Pkg's	1.65%
222	>2022	Transit Van	S4W-HR CREW AWD	All Oem Pkg's	1.65%
223	>2022	Transit Van	S4X-HR CARGO RWD	All Oem Pkg's	1.65%
224	>2022	Transit Van	S6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
225	>2022	Transit Van	S6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
226	>2022	Transit Van	S8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
227	>2022	Transit Van	S8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
228	>2022	Transit Van	U4X-HR PASS XL RWD	All Oem Pkg's	1.65%
229	>2022	Transit Van	U5X-HR PASS XL AWD	All Oem Pkg's	1.65%
230	>2022	Transit Van	U6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
231	>2022	Transit Van	U6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
232	>2022	Transit Van	U8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
233	>2022	Transit Van	U8U-HR CARGO AWD	All Oem Pkg's	1.65%
234	>2022	Transit Van	U8X-HR CARGO RWD	All Oem Pkg's	1.65%
235	>2022	Transit Van	U8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
236	>2022	Transit Van	W1D-MR CREW RWD	All Oem Pkg's	1.65%
237	>2022	Transit Van	W1V-HR CREW RWD	All Oem Pkg's	1.65%
238	>2022	Transit Van	W1X-HR CARGO RWD	All Oem Pkg's	1.65%
239	>2022	Transit Van	W1Y-LR CARGO RWD	All Oem Pkg's	1.65%
240	>2022	Transit Van	W1Z-LR CREW RWD	All Oem Pkg's	1.65%
241	>2022	Transit Van	W2C-MR CARGO AWD	All Oem Pkg's	1.65%
242	>2022	Transit Van	W2D-MR CREW AWD	All Oem Pkg's	1.65%
243	>2022	Transit Van	W2V-HR CREW AWD	All Oem Pkg's	1.65%
244	>2022	Transit Van	W2X-HR CARGO AWD	All Oem Pkg's	1.65%
245	>2022	Transit Van	W2Y-LR CARGO AWD	All Oem Pkg's	1.65%
246	>2022	Transit Van	W2Z-LR CREW AWD	All Oem Pkg's	1.65%
247	>2022	Transit Van	W3U-HR CARGO AWD	All Oem Pkg's	1.65%
248	>2022	Transit Van	W3X-HR CARGO RWD	All Oem Pkg's	1.65%
249	>2022	Transit Van	W4X-HR PASS XL RWD	All Oem Pkg's	1.65%
250	>2022	Transit Van	W4Z-MR PASS XL RWD	All Oem Pkg's	1.65%
251	>2022	Transit Van	W5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
252	>2022	Transit Van	W5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
253	>2022	Transit Van	W7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
254	>2022	Transit Van	W7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
255	>2022	Transit Van	W9C-MR CARGO RWD	All Oem Pkg's	1.65%
256	>2022	Transit Van	X2C-MR PASS XL RWD	All Oem Pkg's	1.65%
257	>2022	Transit Van	X2X-HR PASS XL RWD	All Oem Pkg's	1.65%
258	>2022	Transit Van	X2Y-LR PASS XL RWD	All Oem Pkg's	1.65%
259	>2022	Transit Van	X9C-MR PASS XL AWD	All Oem Pkg's	1.65%
260	>2022	Transit Van	X9X-HR PASS XL AWD	All Oem Pkg's	1.65%
261	>2022	Transit Van	X9Y-LR PASS XL AWD	All Oem Pkg's	1.65%
	>2022	Edge Suv			

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
263	>2022	Edge Suv	K3G-EDGE FWD-SE	All Oem Pkg's	1.65%
264	>2022	Edge Suv	K3J-EDGE FWD-SEL	All Oem Pkg's	1.65%
265	>2022	Edge Suv	K3K-EDGE FWD-TITAN	All Oem Pkg's	1.65%
266	>2022	Edge Suv	K4A-EDGE AWD-ST	All Oem Pkg's	1.65%
267	>2022	Edge Suv	K4G-EDGE AWD-SE	All Oem Pkg's	1.65%
268	>2022	Edge Suv	K4J-EDGE AWD-SEL	All Oem Pkg's	1.65%
269	>2022	Edge Suv	K4K-EDGE AWD-TITAN	All Oem Pkg's	1.65%
<b>&gt;2022 Transit Connect</b>					
271	>2022	43-TRAN CONNCT WAG	E8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
272	>2022	43-TRAN CONNCT WAG	E8G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
273	>2022	43-TRAN CONNCT WAG	E9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
274	>2022	43-TRAN CONNCT WAG	E9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
275	>2022	43-TRAN CONNCT WAG	E9G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
276	>2022	43-TRAN CONNCT WAG	S8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
277	>2022	43-TRAN CONNCT WAG	S9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
278	>2022	43-TRAN CONNCT WAG	S9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
<b>&gt;2022 Escape SUV</b>					
280	>2022	45-ESCAPE	U0B-SE FHEV FWD	All Oem Pkg's	1.65%
281	>2022	45-ESCAPE	U0C-SEL FHEV FWD	All Oem Pkg's	1.65%
282	>2022	45-ESCAPE	U0D-TIT FHEV FWD	All Oem Pkg's	1.65%
283	>2022	45-ESCAPE	U0E-PHEV FWD	All Oem Pkg's	1.65%
284	>2022	45-ESCAPE	U0F-BASE FWD	All Oem Pkg's	1.65%
285	>2022	45-ESCAPE	U0G-ACTIVE FWD	All Oem Pkg's	1.65%
286	>2022	45-ESCAPE	U0H-SEL FWD	All Oem Pkg's	1.65%
287	>2022	45-ESCAPE	U0J-PLATINUM FWD	All Oem Pkg's	1.65%
288	>2022	45-ESCAPE	U0K-SEL PHEV FWD	All Oem Pkg's	1.65%
289	>2022	45-ESCAPE	U0L-TIT PHEV FWD	All Oem Pkg's	1.65%
290	>2022	45-ESCAPE	U9B-SE FHEV AWD	All Oem Pkg's	1.65%
291	>2022	45-ESCAPE	U9C-SEL FHEV AWD	All Oem Pkg's	1.65%
292	>2022	45-ESCAPE	U9D-TIT FHEV AWD	All Oem Pkg's	1.65%
293	>2022	45-ESCAPE	U9F-BASE AWD	All Oem Pkg's	1.65%
294	>2022	45-ESCAPE	U9G-ACTIVE AWD	All Oem Pkg's	1.65%
295	>2022	45-ESCAPE	U9H-SEL AWD	All Oem Pkg's	1.65%
296	>2022	45-ESCAPE	U9J-PLATINUM AWD	All Oem Pkg's	1.65%
<b>&gt;2022 Police Vehicles</b>					
298	>2022	Police SUV	K8A-4DR AWD POLICE	All Oem Pkg's	1.65%
299	>2022	Police F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%

# Tab 4: Part 2, AMO percent Markup



AMO ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
Note (1): Package Discounts will be listed as a single line item on quote, when available. Parts freight added at true cost as single line item on quote per bid instructions. Note (2): If Brand not listed, AMO ceiling price to be less than category's maximum % listed below, call dealer.				
1	CRANES	Auto Crane	13%	
2	CRANES	Stellar	13%	
3	CRANES	Liftmoore	13%	
4	CRANES	Venturo	13%	
5	CRANES	Tiger	14%	
6	CRANES	VMAC	14%	
7	Machines	Vanair	14%	
8	Machines	Boss	14%	
9	Machines	CAS	14%	
10	Machines	American Hydraulic	14%	
11	Machines	VMAC	14%	
12	Machines	Wachs	14%	
13	Machines	Cues	14%	
14	Machines	Muncie	14%	
15	Machines	Chelsea	14%	
16	Service Body	Knapheide	14%	
17	Service Body	CM	14%	
18	Service Body	Godwin	14%	
19	Service Body	Crysteel	14%	
20	Service Body	Rugby	14%	
21	Service Body	Blue Ridge	14%	
22	Service Body	Duraclass- Brand FX	14%	
23	Service Body	Stellar- Hooklift	14%	
24	Service Body	Switch N Go	14%	
25	Service Body	Venco	14%	
26	Service Body	TPL- Lube Body & Skids	14%	
27	Service Body	Reading	14%	
28	Service Body	Palfinger	19%	
29	Service Body	Dakota Body	14%	
30	Service Body	Auto Crane	14%	
31	Service Body	Terex	30%	Extended Lead time
32	Service Body	Peterson	34%	Extended Lead time
33	Service Body	Altec	34%	Extended Lead time
34	DogBody	Mavron	22%	
35	DogBody	Bowie International	20%	Extended Lead time
36	LIFTGATES	Tommy Gate	18%	
37	LIFTGATES	Waltco Liftgate	18%	
38	LIFTGATES	Maxon Liftgates	18%	
39	LIFTGATES	Dhollandia Liftgates	18%	
40	LIFTGATES	Anteo Liftgates	18%	
41	LIFTGATES	Thieman Liftgates	18%	
42	LIFTGATES	Theiman	18%	
43	Accessory	Buyers Products	29%	



AMO, ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
44	Accessory	UWS	29%	
45	Accessory	Curt	29%	
46	Accessory	Betterbuilt	29%	
47	Accessory	Enpak/Miller	29%	
48	Accessory	US Tarp	29%	
49	Accessory	Chelsea	29%	
50	Accessory	Muncie	29%	
51	Accessory	Decked	29%	
52	Accessory	Kussmall	29%	
53	Accessory	Tigertough	29%	
54	Accessory	Warn	29%	
55	Accessory	Weatherguard	29%	
56	Accessory	Roll n Lock	29%	
57	Accessory	Retrax	29%	
58	Accessory	ARE	29%	
59	Accessory	Ranch	29%	
60	Accessory	Century	29%	
61	Accessory	LineX	29%	
62	Accessory	Toff Brand	29%	
63	Accessory	Aervoe	29%	
64	Accessory	Amerex	29%	
65	Accessory	Keystone Automotive	29%	
66	Accessory	Meyer Distributing	29%	
67	Accessory	Wanco (Arrow/Message Boards) Speed Trailers	29%	
68	Accessory	Bak Flip	29%	
69	Accessory	Cargo Glide	29%	
70	Accessory	JBC Safety: Traffic Safety Products	29%	
71	VAN BODY	Rockport	14%	
72	VAN BODY	Complete Van Body	14%	
73	VAN BODY	Conyers Mfg.	14%	
74	VAN BODY	Supreme Corporation	14%	
75	VANS	Masterack	22%	
76	VANS	Legend	22%	
77	VANS	Kargo Master	22%	
78	VANS	Prime Design	22%	
79	VANS	Weatherguard	22%	
80	VANS	Ranger	22%	
81	AERIAL	Duralift Aerial Devices	22%	Package Disc available
82	AERIAL	Axion Aerial Devices	22%	Package Disc available
83	AERIAL	Challenger Aerial Devices	22%	Package Disc available
84	AERIAL	ALTEC	33%	Package Disc available
85	AERIAL	Stamm Mfg	24%	Package Disc available
86	LIGHTING	Trafcon Signals	20%	
87	LIGHTING	WHELEN	20%	
88	LIGHTING	Soundoff	20%	
89	LIGHTING	Brookings	20%	
90	LIGHTING	Metra	20%	
91	LIGHTING	Code 3	20%	

AMO ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
92	LIGHTING	hg2	20%	
93	LIGHTING	Unity	20%	
94	LIGHTING	Streamlight	20%	
95	LIGHTING	Ecco	20%	
96	LIGHTING	SpeedTech	20%	
97	LIGHTING	Bayco	20%	
98	LIGHTING	Able 2 Products	20%	
99	LIGHTING	Go Light	20%	
100	LIGHTING	Maxxima	20%	
101	LIGHTING	Star	20%	
102	LIGHTING	Pelican Products	20%	
103	LE DEVICE	Phillips Aed's	20%	
104	LE DEVICE	Zoll Aed's	20%	
105	LE DEVICE	Watchguard	20%	
106	LE DEVICE	Digital Ally	20%	
107	LE DEVICE	Mag light	20%	
108	LE DEVICE	Stalker	20%	
109	LE DEVICE	AceK9	20%	
110	LE DEVICE	Panasonic	20%	
111	LE DEVICE	Intermotive	20%	
112	LE DEVICE	Dell	20%	
113	LE DEVICE	Angel Armor	20%	
114	LE DEVICE	Brother Printers and Accessories	20%	
115	LE DEVICE	ISBI Window Ballistics	20%	
116	LE DEVICE	Zebra printers and Tablets	20%	
117	LE DEVICE	Tremco	20%	
118	LE DEVICE	Santa Cruz	20%	
119	LE DEVICE	Big Sky Gun Racks	20%	
120	LE Metal	Gamber Johnson	20%	
121	LE Metal	Havis	20%	
122	LE Metal	Pro-Gard	20%	
123	LE Metal	Setina	20%	
124	LE Metal	Troy	20%	
125	LE Metal	Jotto	20%	
126	LE Metal	American Aluminum	20%	
127	LE Metal	Westin	20%	
128	LE Metal	GoRhino	20%	
129	LE Metal	Sterling	20%	
130	LE Metal	RanchHand	20%	
131	LE Metal	Highway Safety Products	20%	
132	LE Metal	Ram Mount	20%	
133	LE Metal	Plastix Plus	20%	
134	LE Metal	Tuffy Products	20%	
135	LE Metal	Tufloc-Esmet	20%	
136	LE Metal	Lund	20%	
137	LE Metal	Ops Products	20%	
138	LE Metal	Ray Allen K9	20%	
139	LE Metal	Laguna	20%	
140	LE Metal	LEM Solutions: Printer Mounts	20%	



AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
141	WheelChair	Braun	15%	
142	WheelChair	Century	15%	
143	WheelChair	Mobility Works	15%	
144	WheelChair	Mathews Bus	15%	

# Mileage Statement: Part 3

Per section [L] tab 4, part 3, Duval Ford will deliver all completed vehicles to BCSO at no charge, F.O.B. purchased off this agreement. For deliveries to agencies other than BCSO, Duval Ford will charge \$2 per mile from zip code 32210 to agency zip code per mileage posted on Mapquest or similar site data. This charge will include the fuel and may be achieved via motor carrier or contract driver.



Richard Tackett  
President / General Manager  
Duval Fleet  
Duval Ford, Duval Chevrolet  
[richard.tackett@duvalfleet.com](mailto:richard.tackett@duvalfleet.com)

Date: 9/5/2022

# Tab 5: Drug Free Workplace Statement

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

DUVAL FORD does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Contract Number BCSO 22-27-1.0

Bidder's Signature

  
9/15/22

# DEALER PARTNERSHIP STATEMENT

Duval Ford, upon BCSO approval, may engage partnered dealerships for purposes of providing expedited delivery of products not currently available in inventory. When available, the transaction price will become the bid percentage submitted plus a \$400 administrative fee. In cases where the end product is an alternative brand (i.e. Dodge, Honda etc.) the partnered dealer will be named, posted and held to the terms and conditions of the BCSO contract and recognized as a transactional subcontractor of the awarded dealership. In no way will the resulting transaction between the dealer and agency be indirect, or a "brokered" sale. The transaction is original and direct between entities adhering to the Manufacturer's franchise agreements and the manufacturer's statement of origin is assigned directly to the end user as a new, unused, non-brokered, direct agency sale, matching the named entity on the agency purchase order, binding those entities per agency purchasing guidelines.



Richard Tackett  
President / General Manager  
Duval Fleet  
Duval Ford, Duval Chevrolet  
[richard.tackett@duvalfleet.com](mailto:richard.tackett@duvalfleet.com)

Date: 9/5/2022



Lowest % Markup = 56 pts  
 Second Finish = 44  
 Third and beyond = 0

STEP ONE: ENTER DEALER NAME AND BID %  
 STEP TWO: SORT BY CLICKING SORT BUTTON ON PERCENT ASCENDING

[CATEGORY 1.0] PRICING

CLICK SORT TO SEE RANKING

Ranking: First  
 Ranking: Second  
 Ranking: Third  
 Ranking: Fourth  
 Ranking: Fifth  
 Ranking: Sixth

Enter Bidder Name

Enter Bidder % over cost for vehicles bid

DEALER	Duval Ford	1.65
	Bozard	4.75
	No Bid	0
	No Bid	0
	No Bid	0
	No Bid	0

PROPOSAL POINTS TOOL

DEALER

Duval Ford  
 Bozard  
 No Bid  
 No Bid

DEALER

Duval Ford  
 Bozard  
 No Bid  
 No Bid

TAB ONE		TAB 2				TAB 3			TOTAL
EXECUTIVE SUMMARY	BUSINESS LOCATION	REFERENCES	DEM CERTIFICATION	DEALER REGISTRATION	REPRESENTATIVES & CERTIFICATION	LOCAL VENDOR AFFIDAVIT	FINANCIALS	W9	
4	3	3	4	2	2	2	3	2	
4	3	3	4	2	2	2	3	2	25
4	3	3	4	2	2	2	3	2	25
0									0
0									0
0									0
0									0

POINTS VALUE

DEALER	Category 1 Points	Category 2 Points	DEALER COUNTY	Category 3 Points	Category 4 Points	Category 5 Points	TOTAL POINTS
Duval Ford	56	5	DUVAL	4	35	25	125
Bozard	44	5	ST JOHNS	4	0	20	73
No Bid	0	0		0	0	0	0
No Bid	0	0		0	0	0	0
No Bid	0	0		0	0	0	0
No Bid	0	0		0	0	0	0

STEP THREE: VALIDATE DOCUMENTS WERE RECEIVED IN NOTEBOOK TABS 1-3

STEP FOUR: CLICK YES/NO

STEP FIVE: CLICK COUNTY DEALER IS REGISTERED IN



**BRADFORD COUNTY TELEGRAPH**

Published Weekly  
Starke, Bradford County, Florida

Before the undersigned authority personally appeared, Mary Goodge, personally known to me, who on oath says that she is the publisher's assistant of the *Bradford County Telegraph*, a weekly newspaper published in Starke, Bradford County, Florida that: **BRADFORD COUNTY SHERIFF'S Office, 945-B N. Temple Ave., Starke, FL 32091, Request for Proposal for Purchase of Motor Vehicles.** Published in said newspaper in the issue(s) of: 8/25 & 9/1/22 BCT.

Affiant further says that the said *Bradford County Telegraph* is a newspaper published in Starke, in Bradford County, Florida, and that the said newspaper has heretofore been continuously published in said Bradford County, Florida, each week and has been entered as second-class mail matter at the post office in Starke, Bradford County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement. Affiant further says that she has never paid nor promised any person, firm, or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication of said newspaper.

**REQUEST FOR PROPOSAL**  
The Bradford County Sheriff's Office requests proposals for the purchase of motor vehicles and related vehicle components for the Fleet Management Division and it's eligible users. Deadline for sealed proposals is September 6<sup>th</sup>, 2022 @ 10:00 AM. Please email Major George Konkel (george\_konkel@bradfordsheriff.org) for Proposal packets or see our website; bradfordsheriff.org  
8/25 21chg 9/1-BCT

Mary Goodge  
Mary Goodge, Publisher's Assistant

STATE OF FLORIDA  
COUNTY OF BRADFORD

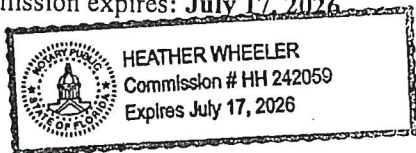
The foregoing instrument was acknowledged before me this 2nd day of September, 2022.

By: Mary Goodge who is  personally known to me who did (did not) take an oath.

Heather Wheeler  
Notary Public - HEATHER WHEELER

STATE OF FLORIDA  
My Commission expires: **July 17, 2026**

SEAL





## MEMORANDUM

TO: Honorable Mayor and Board of Commissioners  
VIA: Robin Gomez, City Manager  
FROM: Jay Hatch, Recreation Director  
DATE: September 23, 2024  
**RE: NJCAA – JUCO Kickoff Classic Agreement**

---

### **Background**

Since February of 2015, the City of Madeira Beach has partnered with various third parties and Visit St. Pete Clearwater to host Collegiate Softball games on the Softball Fields located at the Recreation Complex. During that span, over 100 different Colleges and Universities have visited Madeira Beach at least one time to participate in these tournaments. At this time, Fastpitch Headquarters of Florida, Inc has expressed interest in utilizing the facility to host a tournament in 2025. The weekend which is requested is January 24-27, 2025. Staff has worked with the City Attorney and put together an agreement for the usage of the facility during this time.

### **Fiscal Impact**

Fastpitch Headquarters of Florida, Inc would be invoiced for the usage of the field based upon the Fee Schedule which is enclosed in the attached Contract. Currently Visit St. Pete Clearwater is committed to funding this and similar tournaments via county bed tax dollars which are collected throughout the year. Fees which are accumulated beyond the committed funds provided by Visit St. Pete Clearwater would be invoiced and the responsibility of Fastpitch Headquarters of Florida, Inc.

### **Recommendation**

Staff Recommends moving forward with negotiating the proposed contract with Fastpitch Headquarters of Florida, Inc

### **Attachments**

Proposed Contract

## 2025 JUCO Kickoff Classic and Showcase – Event Agreement

January 24 – January 27, 2025

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between **Fastpitch Headquarters of Florida Inc. (“FPHQ”)** with offices at 5711 SW 117 Terrace, Cooper City FL 33330, and City of Madeira Beach, a Florida Municipal Corporation, located at 300 Municipal Drive, Madeira Beach, FL 33708 as the City (“CITY”).

### 1. RECITALS

- 1.1 The FPHQ is a tournament organizing body for the sports of Junior College Softball in the United States of America and is responsible for hosting the 2025 JUCO Kickoff Class and Showcase. The FPHQ desires to enter into an agreement with the CITY for the purpose of conducting, pursuant to the Agreement, the 2025 JUCO Kickoff Class and Showcase (Event), January 24 – January 27, 2025.
- 1.2 The CITY desires promote, market and implement the EVENT pursuant to the Agreement and agrees to provide necessary venues, locations, and facilities per the financial and operational terms of this Agreement.
- 1.3 The Recitals in this Section 1 are part of this Agreement.

### 2. EVENT SPECIFICATIONS

- 2.1 The CITY shall implement, promote, market, and prepare for the Event in conformance with the criteria and standards set forth on **EXHIBIT 2** and **EXHIBIT 4**.
- 2.2 The FPHQ will be responsible for implementing various event specific responsibilities as described in **EXHIBIT 1**.
- 2.3 The FPHQ and the CITY are both associated with a variety of sponsors on a national and local level as described in **EXHIBIT 3**. The FPHQ and the CITY must assist each other in the execution and implementation of overall sponsor programing.
- 2.4 The CITY is financially responsible for implementing Event specific responsibilities as described in **EXHIBIT 2** and **EXHIBIT 4**.

### 3. RIGHTS AND OBLIGATIONS OF THE FPHQ

- 3.1 The FPHQ shall obtain, as it deems necessary and appropriate in its sole discretion, sponsorship for the Event. The CITY shall define an appropriate area for the display of any sponsorship signage for The FPHQ. CITY sponsors and local supporters signage shall not be covered or removed unless deemed a hazard to the playability the Event.
- 3.2 The FPHQ reserves the right to schedule athletic competition on Friday, Saturday, Sunday and Monday. Field availability for athletic competition shall be provided in writing by the CITY.
- 3.3 The FPHQ reserves the right to schedule practices on Thursday during the time frame outline in this agreement. Field availability for athletic practices shall be provided by the CITY.
- 3.4 The FPHQ shall be financially responsible for any commitments and expenditures directly related to the event, as defined in **EXHIBIT 5**. The financial obligation may be offset by funding from outside sources (ie; sponsorships or sports commission)
- 3.5 The FPHQ shall retain all entry fees generated by the Event.

- 3.6 The FPHQ shall arrange for and provide comprehensive liability insurance for the Event in the amount of \$2,000,000 aggregate and \$1,000,000 single occurrence. The 'City of Madeira Beach, 300 Municipal Drive, Madeira Beach FL, 33708' shall be named as additional insured.
- 3.7 The FPHQ owns the exclusive rights to all radio, television, film, video, web, and other media form for the 2024 FPHQ Event. The FPHQ shall retain all revenues derived from such sales.
- 3.8 The FPHQ reserves the right to sell FPHQ merchandise at the Event. The FPHQ shall retain all revenues derived from such sales.
- 3.9 The FPHQ owns the exclusive rights to any and all revenue from hotels and/or complimentary hotel room nights generated as a result of the Event.
- 3.10 The FPHQ owns the exclusive rights to any and all revenue generated as a result of the Event from tourism organizations such as sports commissions and visitor's organizations.

#### **4 RIGHTS AND RESPONSIBILITIES OF THE CITY**

- 4.1 The CITY shall not obligate The FPHQ to any expenditures or financial commitments without The FPHQ written approval. The CITY shall be fully responsible for the payment of any expenses or obligations incurred in violation of the foregoing sentence.
- 4.2 Unless described in EXHIBIT 2, the CITY shall contract with all third parties required for the production, implementation, and conduct of the Event. All such third party contracts ("Third Party Contracts") shall be prepared by the City and shall be entered into exclusively by the CITY and the respective third party.
- 4.3 The CITY shall not produce, manufacture or sell any items during the event or after the event that use The FPHQ logo. All event merchandise will be sold through The FPHQ.
- 4.4 The rights to the production, sale and distribution of merchandise specific to the CITY are granted to the CITY, together with all revenues derived there from, but The FPHQ must approve such items in writing.
- 4.5 Revenue generated from parking receipts shall be retained by the CITY. Parking fees shall not exceed \$10 per car per day. CITY may charge additional for Trailers or anything pulled.
- 4.6 The CITY shall not charge parking fees for the Event to any FPHQ Employees, working officials, FPHQ sponsors, vendors or participants. Designated parking passes and/or parking locations shall be provided for those forementioned in the last sentence.
- 4.7 All food and drink concessions for the Event, and revenues generated there from, are granted to the CITY. Alcohol may be permitted to be sold. The CITY must provide food and drink concessions during all open hours of the event. CITY may license other food vendors to operate during the event. Teams participating in the tournament and food for staff and officials may be provided and delivered by outside organizations/local businesses.
- 4.8 The CITY may acquire additional local sponsors, provided they do not interfere with The FPHQ sponsors. All sponsorship agreements must be approved by The FPHQ to insure compliance with previous existing agreements. Signage and banner space shall be limited to the current existing sponsorship opportunities provided by the City (Outfield wall on Field 1, Field 2, and Field 3 and Spectator side of back stop between dugouts on Field 1, Field 2, and Field 3)
- 4.9 The City shall be granted a facility rental fee ("Facility Rental Fee") paid by The FPHQ to the CITY according to the fee schedule detailed in **EXHIBIT 5**.

#### **5 TERM**

5.1 The term of this Agreement shall commence upon the date of this Agreement and continue through 30 days after the Event unless sooner terminated as provided herein.

## **6 REPRESENTATIONS AND WARRANTIES**

6.1 Each party warrants and represents that it has the authority to enter into this Agreement and fully perform under the Agreement in accordance with its terms without violating the rights of any third party.

## **7 DEFAULT AND REMEDIES**

7.1 Upon default of this Agreement, both parties shall have all the rights and remedies provided for in this Agreement, including the right to injunctive relief, specific performance, damages and any other relief to which the non-defaulting party may be entitled to in law or in equity. The remedies provided for in this Agreement shall be cumulative and not exclusive such that the non-defaulting party may seek one or more of the remedies for relief to which it is entitled.

7.2 Either party may terminate this Agreement upon default by the other party. Termination by any party shall be without prejudice to any existing rights and/or claims that the terminating party may have against the other party under this Agreement, at law or in equity, and shall not relieve such other party from fulfilling the obligations accrued prior to such termination.

7.3 Upon default by a party, the non-defaulting party may, at its option, cure the default and be entitled to reimbursement upon demand from the defaulting party of the cost of such cure. The parties acknowledge that it is of the utmost importance that the Event occur and that they be conducted pursuant to the terms and conditions of this Agreement. If a default by either party jeopardizes the operation and conduct of the Event, the cost to cure the default shall include all necessary and reasonable costs under the circumstances incurred by the non-defaulting party to assure that the Event are conducted in accordance with this Agreement. 5

7.4 Upon expiration or earlier termination of this Agreement all of the CITY's rights and responsibilities hereunder shall terminate.

## **8 ASSIGNMENT**

8.1 This Agreement shall be binding to the parties hereto and to their successors and assigns and shall not be assigned, transferred or conveyed either directly or indirectly by either party to any person, firm, corporation or entity without the prior written consent of the other party.

## **9 RELATIONSHIP OF THE PARTIES**

9.1 This Agreement does not appoint any party to serve or act as the agent of any other or create a partnership, joint venture or similar relationship between or among the parties, and no party shall have the power to obligate or bind the other party in any manner.

## **10 NO RESIDUAL VALUE**

10.1 The parties hereby expressly agree that there is no "residual value" implied and no other exclusivity or benefits accrue to CITY or The FPHQ from this agreement other than as set forth by the terms of this agreement.

## **11 SEVERABILITY**

11.1 The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, or render other provisions unenforceable and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted, insofar as the primary purpose of this Agreement is not impeded.

**12 ENTIRE AGREEMENT**

12.1 This agreement constitutes the entire agreement between the parties, whether written or oral. No waiver, change or modification of this agreement and its terms will bind the parties unless it is in writing and signed by both parties. Failure of CITY or The FPHQ to enforce any of the provisions herein shall not be construed as a general waiver of such rights. A waiver by either party of a default shall not be construed as a continuing waiver or as a waiver in other instances. All Exhibits referred to herein are attached and shall be part of this Agreement.

**13 GOVERNING LAW AND JURISDICTION**

13.1 This agreement and all matters or issues collateral thereof shall be construed and interpreted in accordance with the laws of the State of Florida. The parties agree that jurisdiction for any legal action initiated to determine rights or remedies under this agreement shall be in an appropriate court of the State of Florida. Venue shall be in Pinellas County, Florida. In addition to any other relief to which a party may be entitled to by this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees and costs incurred in any arbitration or litigation arising from this Agreement.

THE FPHQ, LLC  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY  
City Of Madeira Beach  
By: \_\_\_\_\_  
Anne-Marie Brooks, Mayor  
By: \_\_\_\_\_  
Robin Gomez, City Manager

APPROVED AS TO FORM:  
By: \_\_\_\_\_  
Thomas J. Trask, City Attorney, B.C.S.

ATTEST:  
By: \_\_\_\_\_  
Clara Vanblargen, City Clerk

**EXHIBIT 1**  
**THE FPHQ RESPONSIBILITIES**

1. Market and publicize the event throughout the NJCAA Softball community and encourage as many athletes, teams, coaches, and spectators as possible to attend the Event.
2. Establish event schedule. Ensure the schedule is consistent with field availability as defined by the CITY.
3. Provide and pay all event officials including umpires, scorekeepers, and ticket gates staffing.
4. Provide event audio/video web casting if possible.
5. Solicitate local media outlets to provide coverage for the EVENT.
6. Provide the CITY with video web casting logins to ensure staff is able to monitor games and maintain staff awareness for field changes and maintenance.
7. Provide all event signate for The FPHQ Sponsors. Banners and other signage may be placed on fences near the entrance of R.O.C. Park as well as the fenced area surrounding the tennis and basketball courts.
8. Provide event page on The FPHQ website.
9. Officially sanction the event according to necessary NJCAA sanctioning standards including but not limited to proper officials, rules, and guidelines. Communicate all facility related guidelines to the CITY.
10. Adhere to Thorguard Lightning System standards. Operational standards listed in EXHIBIT 4.
11. Provide Event posters, flyers, and other event related collateral to the CITY for local marketing distribution.
12. Provide digital graphics, imagery, etc for the CITY website and social media marketing.
13. Provide staff member to greet teams upon arrival to the facility. This includes but is not limited to scheduled games and practices at the site.

**EXHIBIT 2**  
**CITY'S RESPONSIBILITIES**

1. Organize and maintain the spectator, parking, competition, and park areas as well as ensure that these areas are free of debris throughout the duration of the Event.
2. Provide suitable parking areas for officials, participants, and spectators. Ensure areas are marked to give a general understanding of where vehicles can and cannot be parked.
3. Provide adequate space for suitable handicap parking.
4. Provide a secured (barricaded) event area for paid entry/ticket operations.
5. Provide restrooms for officials, participants, and spectators. Restrooms required in addition to the existing on site facilities shall be added at the request of The FPHQ and cost of said restrooms will be split 50/50 with the CITY.
6. Have field conditioning supplies and tools available for necessary field maintenance in the event of inclement weather. The CITY maintains final decision on any adjustments made to the playing surface to make the competition site safe and playable.
7. Provide trash removal each day of the event and amply trash receptacles placed throughout the venue.
8. Ensure necessary staffing requirements for proper maintenance of the competition areas, spectator areas, and any other areas that may need attention.
9. Provide bleacher seating for spectators around each of the three competition sites. Seating required in addition to the existing on site bleachers may be added at the request of The FPHQ and cost of said bleacher seating will be split 50/50 with the CITY.
10. Groom athletic fields to ensure that they are competition ready before and between each game.
11. Provide a barrier between the spectators and the athletics fields.
12. Provide an overall site plan illustrating the complete site with dimensions or drawn to scale.
13. Provide parking for team vans and buses throughout the Event. Parking shall be provided at no charge for said vehicles.
14. Provide a 10x10 tent, 8ft table, and chairs behind each of the athletic fields for the score keepers and team support staff.
15. Provide field availability matrix for The FPHQ inclusive of field availability for games and practices.



**EXHIBIT 3**  
**SPONSOR PROGRAM**

**CITY SPONSORS**

- 1) The CITY operates an annual sponsorship program for the Madeira Beach Recreation department.
- 2) CITY Sponsors are recognized on the outfield fence of each of the three (3) athletic fields as well as each of the backstops located between the dugouts on each of the three (3) athletic fields.
- 3) CITY sponsors banners and signage shall not be removed or covered for reason unless they affect playability or player safety.

**THE FPHQ Sponsors**

- 1) THE FPHQ reserves the right to operate an ongoing sponsorship program for the Event.
- 2) Event sponsors may be recognized by signage or banner on fence areas outside of those listed above. Banners and/or signage shall not interfere with view of the competition site.
- 3) Event sponsors may attend the Event for promotion related activities. Each sponsor shall be placed at the Event based on space availability and by written request from The FPHQ to the CITY.

**EXHIBIT 4**  
**MEDICAL PROGRAM**

The CITY is responsible for providing the following for the EVENT.

- 1) 10x10 Tent for athletic trainers.
- 2) Access to Ice for player injury and first aid needs.
- 3) Access to AED (Located in the Concession Stand on site).
- 4) Access to Thorguard Lightning Prediction system website specific to Madeira Beach.

The FPHQ is responsible for providing the following for the EVENT.

- 1) Should the event elect to provide a certified athletic trainer onsite for the event, it shall be done at the expense of the event and at no cost of the City. This person shall be responsible for needs required by the athletes and coaches taking part in the EVENT.
- 2) Adherence to warning notifications provided by the Thorguard Lightning Prediction System. Thorguard shall be the minimum operating standard for the EVENT. The FPHQ and its officials reserve the right to follow elevated standards regarding lightning and inclement weather. Participants, Coaches, Officials, and the CITY shall be notified of these standards, in writing, prior to the EVENT.

Additional information:

Any emergencies in excess to items listed above shall be handled by calling 911.

**EXHIBIT 5  
FEE SCHEDULE**

Fees will be applied for use of the facility by The FPHQ for the Event. Fees levied shall reflect occurrence of the descriptions listed below.

<u>NAME</u>	<u>DESCRIPTION</u>	<u>FEE</u>
Field Prep and Lining	Dragging, lining, and preparation of athletic field before each game. Applied per game.	\$45.00
Hourly Field Rental	Hourly rental of Athletic Field. Applied each hour field is used.	\$25.00
Staff Fee	Hourly fee per staff member on site for event.	\$25.00
Field Light Fee	Hourly fee per field for field lighting.	\$15.00
Umpire Room	Daily fee for use of room for umpires.	\$100.00
On Site Storage	Daily fee for use of concession closet for event related storage.	\$50.00
Dugout Water	Fee per field to provide ice water to each dugout. If provided by staff.	\$10.00
Cleaning Fee	Covers tipping fees of trash cans and supplies needed to keep facility clean.	\$100.00/day
Facility Rental Deposit	Non-Refundable deposit for each weekend of competition. Amount will be applied toward overall balance once event takes place. If the Event is cancelled, except in the event of weather, The FPHQ shall forfeit the deposit.	\$500.00