



# BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

Wednesday, January 22, 2025 at 6:00 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. **CITY ATTORNEY**

[A.](#) Ordinance 2025-07 Minimum Age for Adult Use Establishments F.S.S. 787.30

5. **CITY MANAGER**

[A.](#) Military Court of Honor

[B.](#) Saltwater Destination Beach Concession Agreement - 2nd Agreement

[C.](#) Tampa Bay Psychology Associates Services Agreement

[D.](#) HR, Classification, & Compensation Plans Study Update

[E.](#) City Information Dissemination

[F.](#) City Web/Internet Site

G. Grant Writing

H. Shumaker Advisors - Jim Taylor

I. John's Pass Dredging Update - Aptim Presentation

J. Q1 FY 2025 financial presentation, including post-hurricane update

K. Emergency Bridge Loan Program

## 6. COMMUNITY DEVELOPMENT

A. Post Hurricane Update - Recovery, Rebuild, Permitting, FEMA, FDEM

B. Rebuilding Madeira Beach

C. Mulch

D. Ordinance 2025-05 Temporary Shelters on Residential Property

E. Ordinance 2025-04 Planned Development

F. Ordinance 2025-06 Amendment to Capital Improvement Element of Comprehensive Plan

## 7. PUBLIC WORKS

A. Johns Pass North Jetty Update

B. Declared Disaster Sanitation Fee

C. Public Works / Satellite Building Department Design

## 8. RECREATION

## 9. 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.*

**ORDINANCE 2025-07**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH FLORIDA, CREATING SECTION 110-841 OF SUBDIVISION I (IN GENERAL) OF DIVISION 13 (ADULT ENTERTAINMENT USES) OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO PROHIBIT PERSONS UNDER THE AGE OF 18 YEARS OF AGE TO ENTER, REMAIN IN OR PURCHASE GOODS OR SERVICES AT AN ADULT ENTERTAINMENT ESTABLISHMENT; TO PROHIBIT PERSONS UNDER THE OF 21 YEARS OF AGE TO BE AN EMPLOYEE OF AN ADULT ENTERTAINMENT ESTABLISHMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Madeira Beach previously adopted adult use provisions in its Code of Ordinances to establish reasonable and uniform regulations that will protect the health, safety and general welfare of the people of the City of Madeira Beach; and

**WHEREAS**, several courts have found that there is a demonstrated link between regulations which raise the minimum age for workers in adult use establishments and curbing the secondary effects of human trafficking; and

**WHEREAS**, the Florida Legislature recently created Florida Statute 787.30 which sets a minimum age for employment at adult use establishments at 21 years of age effective January 1, 2025; and

**WHEREAS**, in order to comply with State Law and in an effort to reduce human trafficking locally, the City Attorney has reviewed the current provisions of Division 13 (Adult Entertainment Uses) of the Code of Ordinances for the City of Madeira Beach and recommends creating a new Section to include a provision for the minimum age for those working in adult entertainment establishments and further to prohibit persons under 18 years of age from entering, remaining at or purchasing goods or services from such establishments; and

**WHEREAS**, the recommended amendment to the Land Development Code was presented to and reviewed by the Planning Commission at a public hearing; and

**WHEREAS**, the Planning Commission has recommended approval of the proposed amendment; and

**WHEREAS**, the recommendations of the Planning Commission and the City Attorney 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 110-841 (Minors Prohibited) of Subdivision I (In General) of Division 13 (Adult Entertainment Uses) of Article VI (Supplementary District Regulations) of Chapter 110 (Zoning) of the Code of Ordinances of the City of Madeira Beach is hereby created and shall read as follows:

**Sec. 110-841 – Minors Prohibited.**

It shall be a violation of this division for an operator of an adult entertainment establishment, regardless of whether it is licensed under this division, to knowingly, or with reason to know, permit, suffer or allow:

- (1) Admittance to the adult entertainment establishment of a person under 18 years of age;
- (2) A person under 18 years of age to remain at the adult entertainment establishment;
- (3) A person under 18 years of age to purchase goods or services at the adult entertainment establishment; or

(4) A person to work at the adult entertainment establishment as an employee who is under 21 years of age.

**Section 2.** That this Ordinance shall become effective immediately upon its passage and adoption.

**Section 3.** 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 4.** Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

**Section 5.** 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 6.** The Codifier shall codify the substantive amendments to the Code of Ordinances of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

**Section 7.** Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

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

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

# 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 2025-07**

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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

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



- 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;
  - 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):

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.

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

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

*[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of Madeira Beach staff solicited comments from businesses in the City of Madeira Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on the City of Madeira Beach's website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses].*



# MEMORANDUM

Item 5A.

TO: Board of Commissioners  
FROM: Robin I. Gomez, City Manager  
DATE: January 22, 2025  
RE: Proposed Honor Court

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## **Background**

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

## **Discussion**

The City selected Patriot Park to build the Honor Court, specifically in the area currently occupied by a kiosk. The plan is to relocate the kiosk about 100 feet to the west to another cemented circular area prior to the construction start. City anticipates receiving complete and final design details this month and issuing an Invitation to Bid (ITB) in February/March 2025.

## **Fiscal Impact**

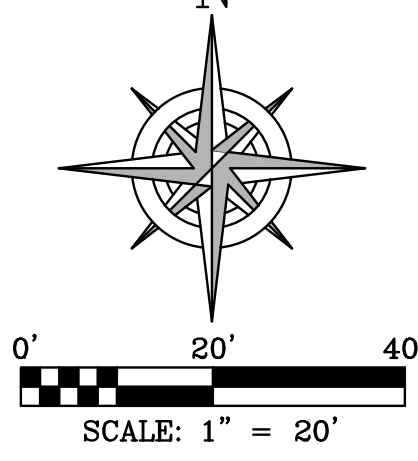
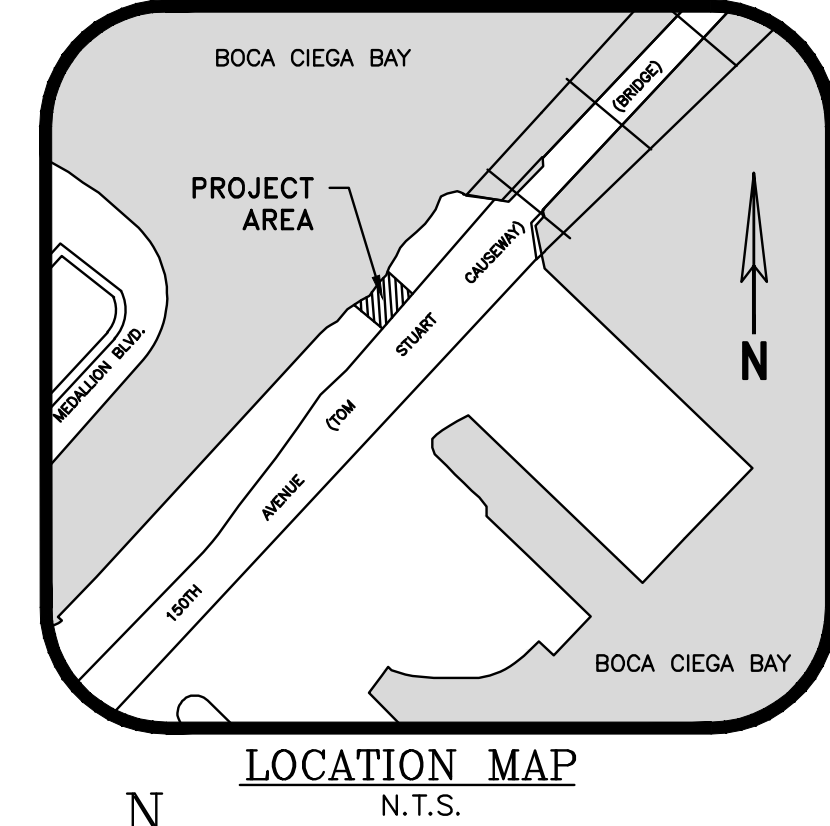
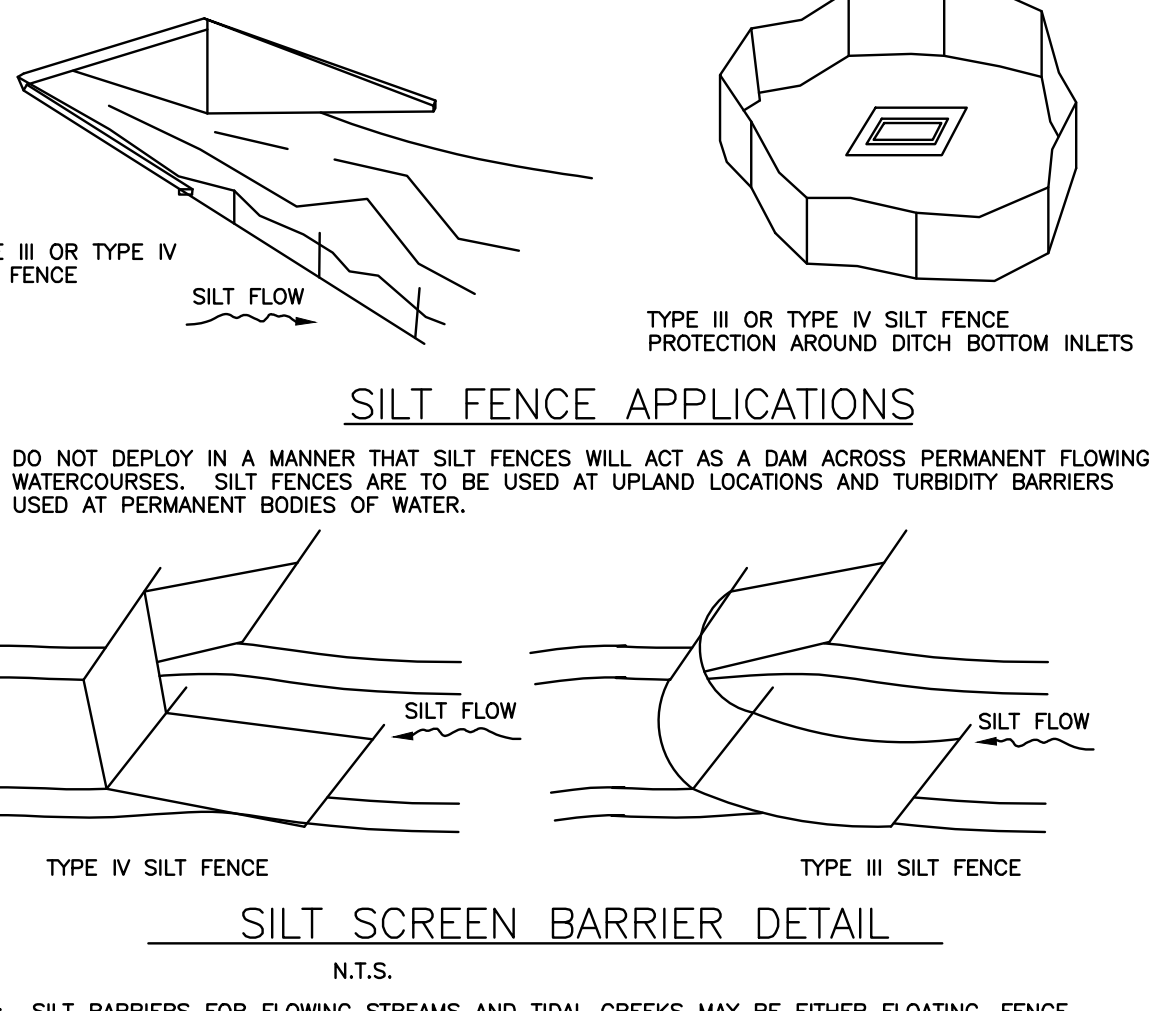
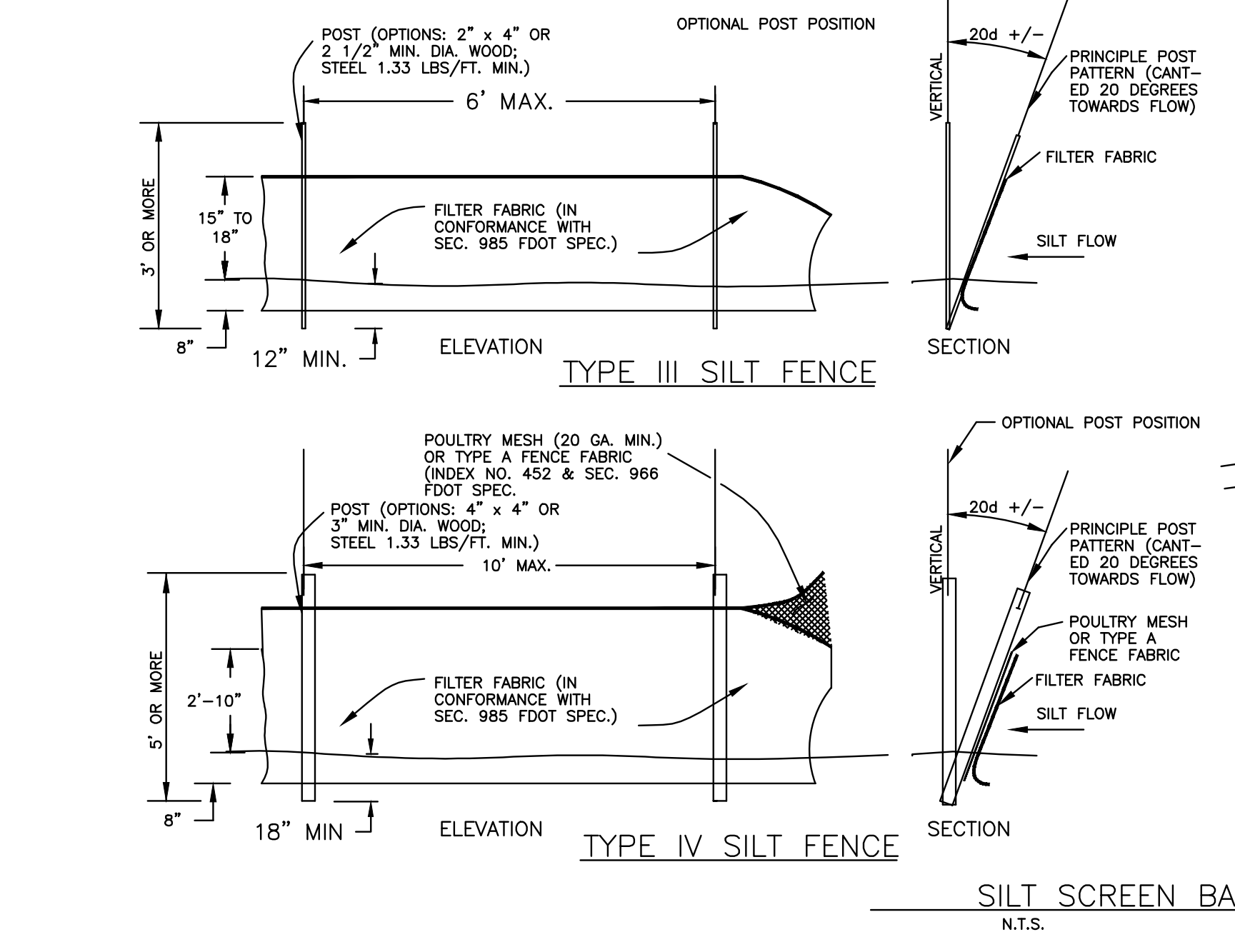
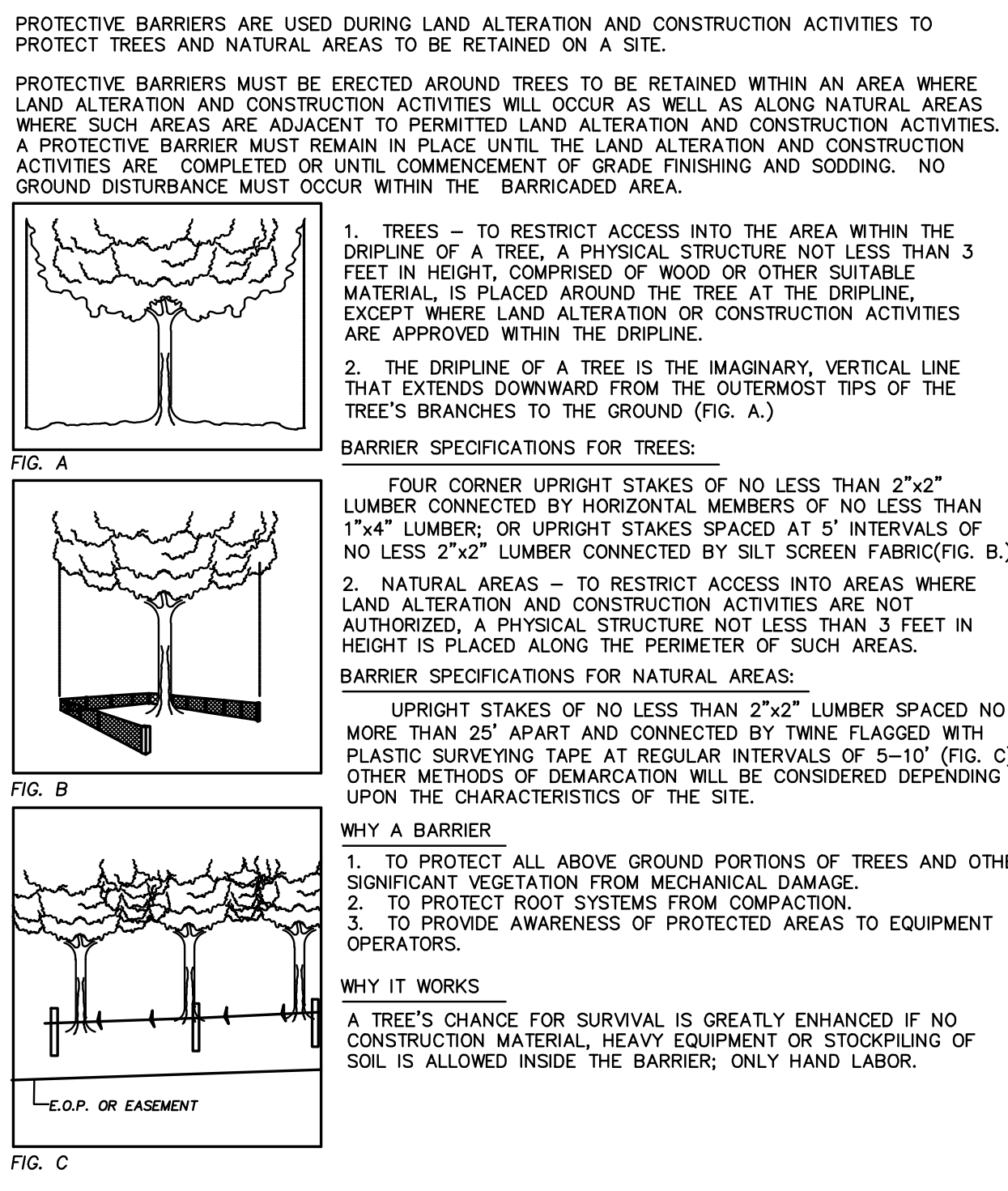
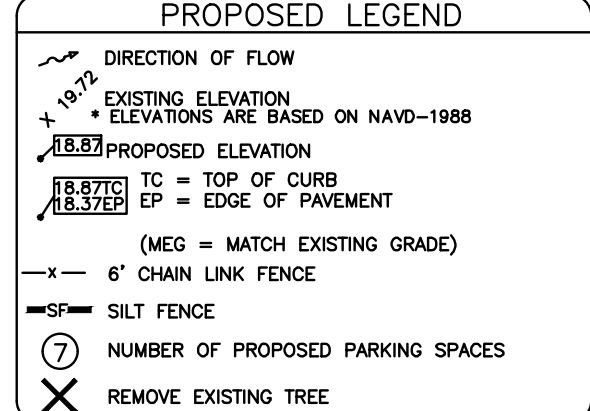
City budgeted \$250,000.00 for the project. City received a \$25,000.00 donation/contribution from the MB American Legion Post 273 to help fund the Court.





**LEGEND**

- S. SET
- F. FOUND
- I.R. IRON ROD
- L.P. LUMBER PIPE
- M.A.D. MASONRY ANCHOR DISK
- C.M. CONCRETE MONUMENT
- A/C. AIR CONDITIONER
- AC. ACRES
- S.P.F.D. BACK FLOW PREVENTION DEVICE
- BOLL. BOLLARD
- CHORD. CHORD
- (C). CALCULATED
- CB. CATCH BASIN
- CONC. BLOCK WALL. CONCRETE BLOCK WALL
- CHORD BEARING. CHORD BEARING
- CLF. CENTERLINE
- CLP. CHAIN LINK FENCE
- CONC. CORRUGATED METAL PIPE
- C.O. CLEANOUT
- CONC. CONCRETE
- CS. CONCRETE SLAB
- CURB. CURB
- C.T. CABLE TELEVISION
- DEED. DEED
- DEPT. DEPARTMENT OF ENVIRONMENTAL PROTECTION
- ELEV. ELEVATION
- (A). FIELD MEASUREMENT
- FT. FINISHED FLOOR
- FHA. FIRE HYDRANT ASSEMBLY
- FL. FLORIDA POWER CORPORATION
- GI. GRATE INLET
- GV. GAS VALVE
- GM. GAS METER
- GV. GATE VALVE
- GW. GUY WIRE
- IN. INCH
- LF. LOWEST FLOOR ELEVATION
- LI. LIGHT POLE
- MEAS. MEASURED
- M.S. MASONRY END SECTION
- M.H. MANHOLE
- M.H.W.L. MEAN HIGH WATER LINE
- N.V.D. NATIONAL GEODETIC VERTICAL DATUM
- O/H. OVERHEAD WIRES
- O.R. OFFICIAL RECORD
- P.B. PLAT BOOK
- P.G. PAGE/PAGES
- P.O.B. POINT OF BEGINNING
- P.R.M. PERMANENT REFERENCE MONUMENT
- PVC. POLYVINYL CHLORIDE
- R. RADIUS
- (R). RECORD
- R.C.P. REINFORCED CONCRETE PIPE
- R.W. RANGE
- SAN. SANITARY
- S.O.D. SANITARY CLEAN-OUT
- SEC. SECTION
- S.F. SQUARE FEET
- T.B.M. TEMPORARY BENCHMARK
- T.O.P. TOP OF BEAM
- T.O.S. TOP OF SLOPE
- T.R. TRANSFORMER
- T.W.P. TOWNSHIP
- U.P. UTILITY POLE
- WF. WOOD FENCE
- WM. WATER METER



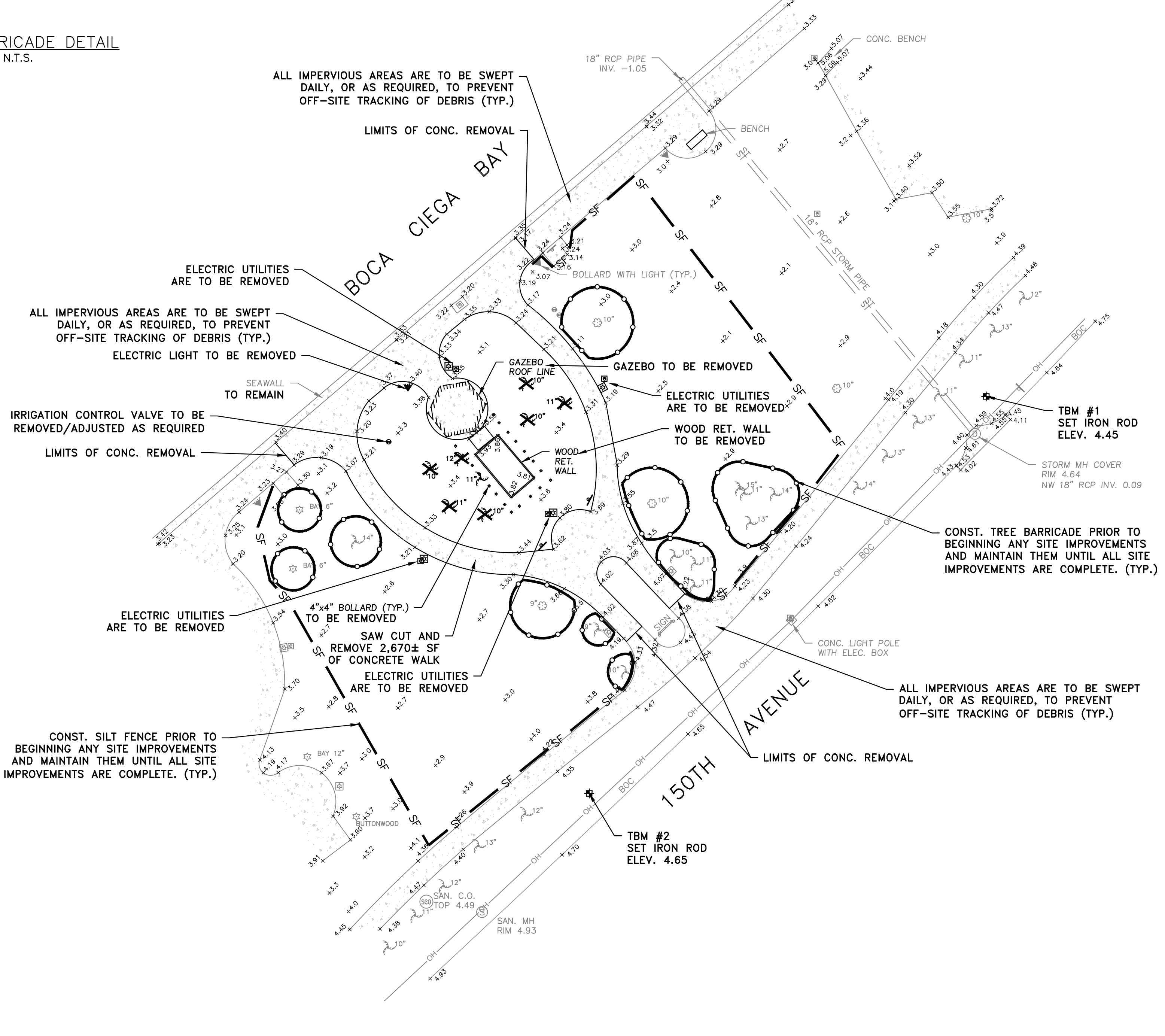
**CALL 811**

**SUNSHINE STATE ONE CALL OF FLORIDA**

**www.call811.com**

**(800) 432-4770**

**MIN. 2 FULL BUSINESS DAYS BEFORE YOU EXCAVATE.**



Rev. 25, 2019 - 9:05am X:\CAD Projects\Projects\2019\2019-74\_Military Court of Honor\_911\_Memorial\Engineering\Draw\2019-74E\_SPlan.dwg

DESIGN:	APC
DRAWN:	PJL
CHECKED:	BAB
BY:	

**Deuel & Associates**

CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE  
CLEARWATER, FL 33764  
PHONE: 727.822.4151  
WWW.DEUENGINEERING.COM  
CERTIFICATE OF AUTHORIZATION NUMBER 26320  
LICENSED BUSINESS NUMBER 107

**150TH AVE. - 911 MEMORIAL**  
**EXISTING CONDITIONS/DEMO. & SOIL EROSION CONTROL PLAN**  
MADEIRA BEACH, PINELLAS COUNTY FLORIDA

I, ALBERT CARRIER, HEREBY CERTIFY AS A LICENSED PROFESSIONAL ENGINEER, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (481) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL ENGINEER TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

WORK ORDER NO.	2019-74
DATE:	NOVEMBER 11, 2019
SCALE:	1" = 20'
SHEET NO.	1 OF 4

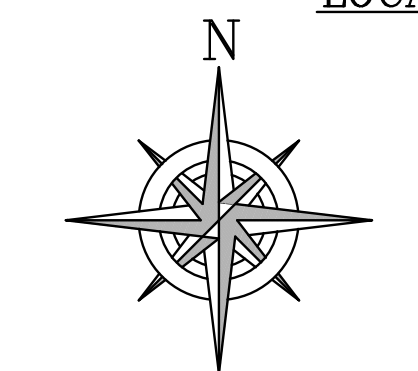
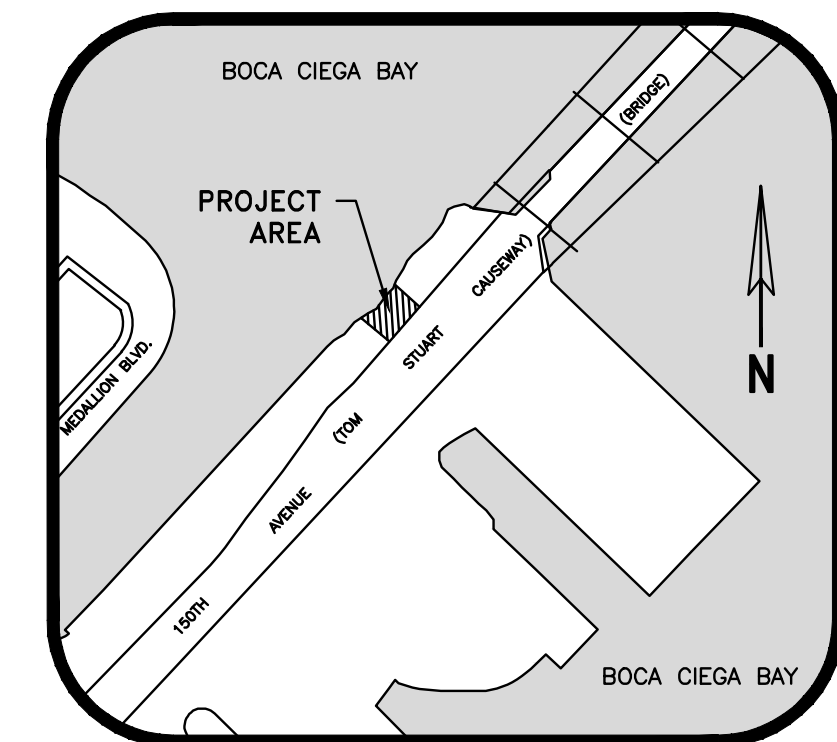
ALBERT P. CARRIER, P.E. 53990

LEGEND

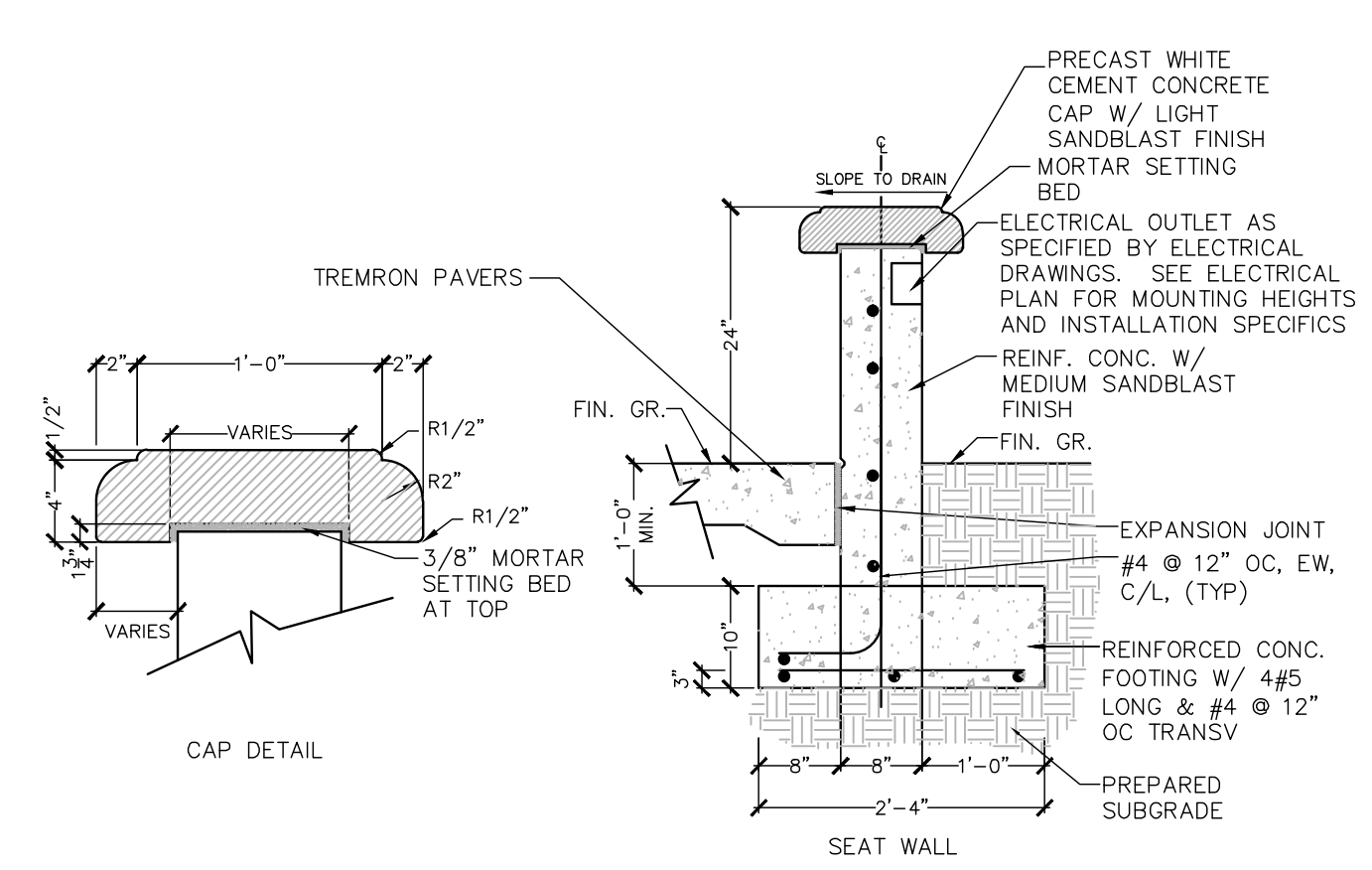
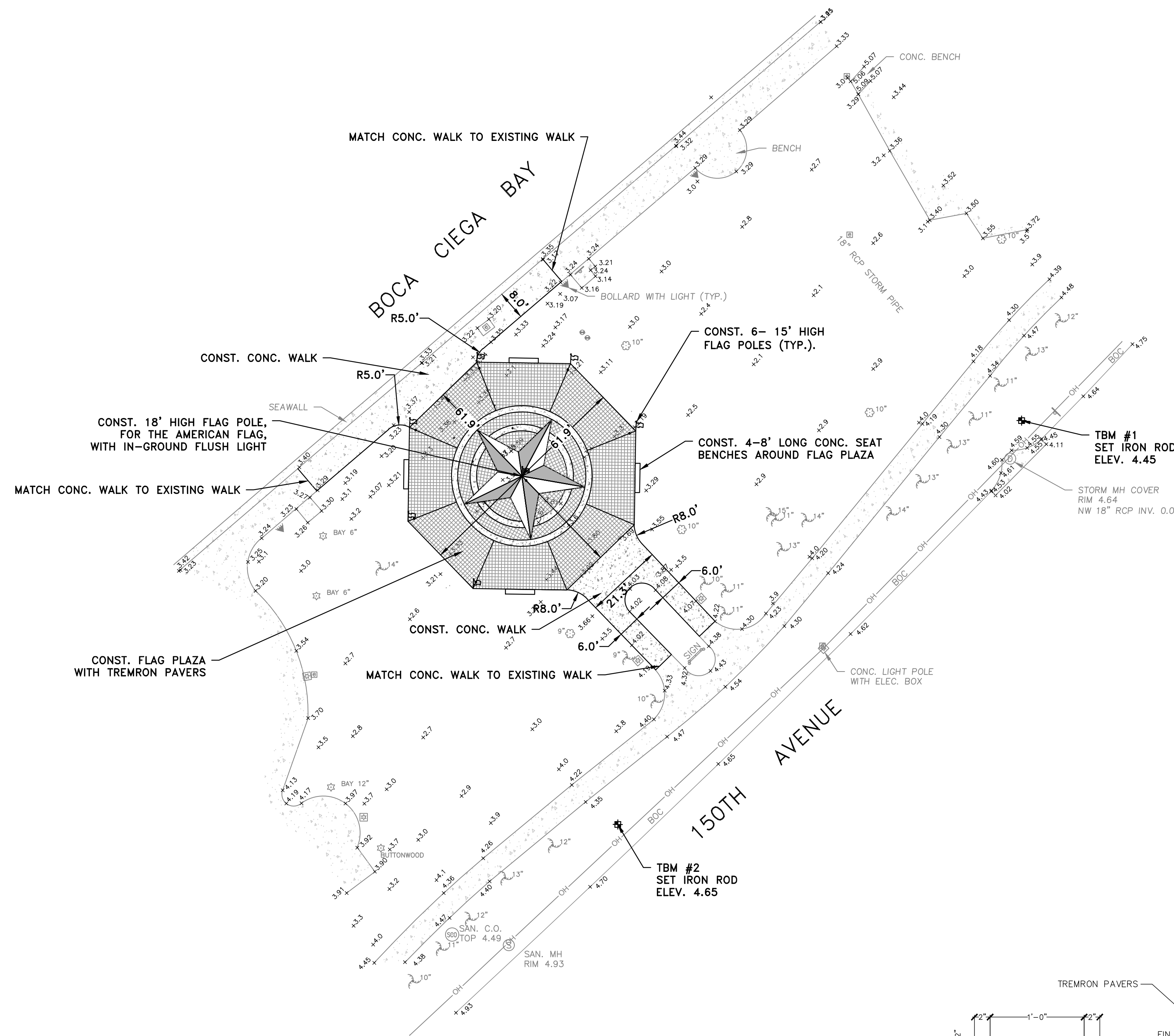
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- RCW RECLAIMED WATER
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- R/W RIGHT-OF-WAY
- SAN. SANITARY
- SOC SANITARY CLEAN-OUT
- SEC. SECTION
- SF SQUARE FEET
- TBM TEMPORARY BENCHMARK
- TOP TOP OF BEAM
- TOS TIDE OF SLOPE
- TRANS. TRANSFORMER
- TWP. TOWNSHIP
- UP. UTILITY POLE
- WF WOOD FENCE
- WM WATER METER

PROPOSED LEGEND

- DIRECTION OF FLOW
- EXISTING ELEVATION
- ELEVATIONS ARE BASED ON NAVD-1988
- PROPOSED ELEVATION
- TC = TOP OF CURB
- EP = EDGE OF PAVEMENT
- (MEG = MATCH EXISTING GRADE)
- 6" CHAIN LINK FENCE
- SILT FENCE
- NUMBER OF PROPOSED PARKING SPACES
- REMOVE EXISTING TREE



**CALL 811**  
 SUNSHINE STATE ONE CALL OF FLORIDA  
 www.call811.com  
 (800) 432-4770  
 MIN. 2 FULL BUSINESS DAYS BEFORE YOU EXCAVATE.



SITE DATA TABLE:	
SITE LOCATION: 150th AVENUE JUST SOUTH OF TOM STUART CAUSEWAY BRIDGE, MADEIRA BEACH, FLORIDA	
PROPERTY OWNER: CITY OF MADEIRA BEACH 300 MUNICIPAL DR. MADEIRA BEACH, FL. 33708 ATTN.: WALTER PIERCE	CIVIL ENGINEER & SURVEYOR: DEUEL & ASSOCIATES 565 SOUTH HERCULES AVENUE CLEARWATER, FL 33764 (727) 822-4151-TEL (727) 821-7255-FAX
CONTACT: JONATHAN EVANS PH.: (727) 391-9951	
FLOOD ZONE: AE - EL. 10 MAP PANEL ID: 12103C0191G REVISED MAP: SEPTEMBER 3, 2003	
ZONING: P-SP PROPOSED USE: PARK FUTURE LAND USE: PLANNED DEVELOPMENT-MIXED USE PIN: 09/31/15/00000/140/0410	

New 25, 2019 - 9:05am X:\CAD Projects\Projects\2019\2019-74\_Military Court of Honor\_911\_Memorial\Engineering\Draw\2019-74E\_SPlan.dwg

REV.#	DATE	REVISION	BY	CHECKED

**Deuel & Associates**  
 CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE  
 CLEARWATER, FL 33764  
 phone: 727.822.4151  
 WWW.DEUENGINEERING.COM  
 CERTIFICATE OF AUTHORIZATION NUMBER 26320  
 LICENSED BUSINESS NUMBER 107

**150TH AVE. - 911 MEMORIAL SITE PLAN**  
 MADEIRA BEACH, PINELLAS COUNTY FLORIDA

I, ALBERT CARRIER, HEREBY CERTIFY AS A LICENSED PROFESSIONAL ENGINEER, REGISTERED IN ACCORDANCE WITH FLORIDA STATUTE 471 (481) THAT THE ABOVE PROJECT'S SITE AND/OR CONSTRUCTION PLANS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, WILL MEET APPLICABLE DESIGN CRITERIA SPECIFIED BY CITY MUNICIPAL ORDINANCE, STATE AND FEDERAL ESTABLISHED STANDARDS. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS THE PROJECT'S PROFESSIONAL ENGINEER TO PERFORM A QUALITY ASSURANCE REVIEW OF THESE SUBMITTED PLANS.

WORK ORDER NO.	2019-74
DATE:	NOVEMBER 11, 2019
SCALE:	1" = 20'
SHEET NO.	2 OF 4

ALBERT P. CARRIER, P.E. 53990



**GENERAL CONSTRUCTION NOTES**

- ALL RIGHT-OF-WAY INSTALLATIONS WILL BE IN ACCORDANCE WITH PRACTICES REFERENCED IN THE STATE OF FLORIDA UTILITIES ACCOMMODATIONS MANUAL.
- ALL DESIGN AND CONSTRUCTION MUST CONFORM TO THE MINIMUM STANDARDS SET DOWN IN PINELLAS COUNTY LAND DEVELOPMENT, ZONING AND/OR RELATED ORDINANCES, AND MINIMUM TESTING FREQUENCY REQUIREMENTS.
- LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL CHECK THE PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER'S ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES, AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES. IN ADVANCE OF CONSTRUCTION, BY CALLING "SUNSHINE" AT 1-800-432-4770. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES NOT INCLUDED IN THE "SUNSHINE" PROGRAM.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
- ALL UNDERGROUND UTILITIES MUST BE IN PLACE AND TESTED OR INSPECTED PRIOR TO BASE AND SURFACE CONSTRUCTION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY INSTRUCTION.
- THE CONTRACTOR SHALL SUBMIT FOR APPROVAL TO THE OWNER'S ENGINEER, SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS WHICH ARE FROM THIS SITE. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE. ALL SHOP DRAWINGS ARE TO BE REVIEWED AND APPROVED BY THE CONTRACTOR PRIOR TO SUBMITTAL TO THE OWNER'S ENGINEER.
- AT LEAST THREE (3) WORKING DAYS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND APPROPRIATE AGENCIES, AND SUPPLY THEM WITH ALL REQUIRED SHOP DRAWINGS, THE CONTRACTOR'S NAME, STARTING DATE, PROJECTED SCHEDULE, AND OTHER INFORMATION AS REQUIRED. ANY WORK PERFORMED PRIOR TO NOTIFYING THE ENGINEER, OR WITHOUT HIS PRESENT, MAY BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- BACKFILL MATERIAL SHALL BE SOULIDLY TAMPED AROUND PIPES IN 6" LAYERS UP TO A LEVEL OF AT LEAST ONE FOOT ABOVE THE TOP OF THE PIPE. IN AREAS TO BE PAVED, BACKFILL SHALL BE COMPACTED TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- SITE WORK CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF AT LEAST 3,000 P.S.I. IN 28 DAYS, UNLESS OTHERWISE NOTED.
- ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. ADDITIONAL COSTS ARE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION IS TO BE ALLOWED.
- ALL DISTURBED AREAS WHICH ARE NOT TO BE SODED, ARE TO BE SEEDED AND MULCHED TO MEET STANDARDS, AND MAINTAINED UNTIL A SATISFACTORY STAND OF GRASS, ACCEPTABLE TO THE REGULATORY AGENCY AND ENGINEER OF RECORD, HAVE BEEN OBTAINED. ANY WASHOUTS, REGRADING, RESEEDING, AND GRASSING WORK, AND OTHER EROSION WORK REQUIRED, WILL BE PERFORMED BY THE CONTRACTOR, UNTIL THE SYSTEM IS ACCEPTED FOR MAINTENANCE, BY THE REGULATORY AGENCY AND ENGINEER OF RECORD.
- THE SOILS ENGINEER IS TO SUPPLY THE ENGINEER WITH A PHOTOCOPY OF ALL COMPACTION TESTS, AND WRITING RESULTS. THE SOILS ENGINEER IS TO CERTIFY TO THE ENGINEER OF RECORD, IN A REPORT, THAT ALL TESTING REQUIREMENTS, REQUIRED BY THE LOCAL REGULATORY AGENCY, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), FOR THE IMPROVEMENTS, AS REQUIRED BY THE ENGINEERING CONSTRUCTION DRAWINGS, HAVE BEEN SATISFIED.
- THE CONTRACTOR SHALL MAINTAIN A COPY OF THE APPROVED PLANS AND PERMITS AT THE CONSTRUCTION SITE.
- THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS AND METHODS FOR CONSTRUCTION SITE SAFETY.
- ALL SODDING, SEEDING AND MULCHING SHALL INCLUDE WATERING AND FERTILIZATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THESE AREAS UNTIL THE PROJECT IS COMPLETED AND ACCEPTED BY THE OWNER.
- SAFE PEDESTRIAN TRAFFIC IS TO BE MAINTAINED AT ALL TIMES.
- SIGNS AND BARRICADES SHALL BE IN ACCORDANCE WITH THE U.S. DEPARTMENT OF TRANSPORTATION'S "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND THE FLORIDA DEPARTMENT OF TRANSPORTATION'S "DESIGN STANDARDS" INDEXES 600 THROUGH 670 (LATEST EDITIONS).
- ANY SIDEWALK WHICH BECOMES UNDERMINED MUST BE REMOVED AND REPLACED. SIDEWALKS ARE TO BE RECONSTRUCTED WITHIN THREE (3) DAYS AFTER REMOVAL. WHEN EXISTING SIDEWALK IS REMOVED, IT IS TO BE REMOVED TO THE NEAREST JOINT.
- PLACE EXPANSION JOINTS WHERE 4" AND 6" CONCRETE ABUT.
- PLACE EXPANSION JOINT BETWEEN BACK-OF-CURB AND CONCRETE DRIVEWAY.
- SAW CUT EXISTING EDGE-OF-PAVEMENT PRIOR TO REMOVAL OF CURB AND PLACEMENT OF ASPHALT.
- COMPACTION FOR PIPE BACKFILL SHALL COMPLY WITH AASHTO T-99 (100 %).
- DISTURBED AREA WITHIN THE RIGHT-OF-WAY WILL BE COMPACTED TO 100% OF MAXIMUM DENSITY AND SODED.
- DO NOT DISTURB EXISTING UNDERDRAIN OR STORM SYSTEMS. IF FILTRATION BED IS DISTURBED, CONTACT THE AREA INSPECTOR WITH THE CITY HIGHWAY DEPARTMENT FOR ASSISTANCE.
- COORDINATE THE CUTTING OF DRIVEWAYS WITH OWNER PRIOR TO CUT. ALL DRIVEWAYS WILL BE IN PASSABLE CONDITION AT END OF WORK DAY.
- CONCRETE DRIVEWAYS PERMITTED TO BE CUT ARE TO BE RESTORED WITH 6" OF 3000 PSI CONCRETE WITH 6" X 6" TO 10 GAUGE WIRE WELDED FABRIC. PLACE 1/2" EXPANSION JOINT BETWEEN BACK DRIVE AND DRIVEWAY. ANY PORTION OF DRIVEWAY AT OR NEAR JOINTS THAT BECOMES UNDERMINED WILL BE REMOVED PRIOR TO CONCRETE BEING PLACED. EXISTING CRACKS IN DRIVEWAYS ARE TO BE DOCUMENTED AS PRE-EXISTING OR THAT SECTION REPLACED AT THE CITY HIGHWAY DEPARTMENT'S OPTION. AREA BENEATH PATCH TO BE MECHANICALLY TAMPED PRIOR TO PLACING CONCRETE. MINIMUM REPAIR WIDTH TO BE 5" WITH NO SECTION LEFT SMALLER THAN 5".
- ASPHALT DRIVES PERMITTED TO BE CUT ARE TO BE RESTORED UTILIZING THE SAME MATERIAL AS EXISTING BASE WITH MINIMUM 6" THICKNESS, COMPACTED AND PRIMED. ASPHALT IS TO MATCH EXISTING THICKNESS WITH A MINIMUM OF 1 1/2" THICKNESS. ASPHALT TO BE PC-3 OR ALTERNATE APPROVED BY THE COUNTY HIGHWAY DEPARTMENT PRIOR TO USE. ASPHALT IS TO BE COMPACTED TO ACHIEVE DENSITY REQUIREMENTS FOR PC-3. RECEIPTS AND DELIVERY TICKETS SHOULD REFLECT SUPPLIER AND HIS CERTIFICATION AS TO TYPE OF ASPHALT SUPPLIED.
- TYPE OF SOD USED TO RESTORE OWNER-MAINTAINED AREA IN RIGHT OF WAY SHALL BE COORDINATED WITH OWNER.
- NO STOCKPILING OF MATERIAL IN ROADWAY OR ON SIDEWALK; ALL DIRT AND DEBRIS WILL BE REMOVED FROM JOB SITE DAILY. ROADS AND SIDEWALK TO BE SWEEP DAILY AS PART OF DAILY CLEAN-UP.
- ANY PORTION OF THE ROADWAY THAT SUSTAINS EXCESSIVE CONSTRUCTION RELATED DAMAGE, IN THE OPINION OF THE COUNTY HIGHWAY DEPARTMENT, SHALL BE REPAIRED AT CONTRACTOR EXPENSE IN A MANNER SPECIFIED BY THE COUNTY HIGHWAY DEPARTMENT.
- THE PERMITTEE'S ATTENTION IS DIRECTED TO THE PROVISIONS OF THE TRENCH SAFETY ACT (FLORIDA STATUTES, SECTION 563.60 ET SEQ.) AND THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION EXCAVATION SAFETY STANDARDS (29 C.F.R. SECTION 1926.650, SUBPART P) WHICH SHALL APPLY TO CONSTRUCTION, OPERATION AND MAINTENANCE PURSUANT TO THIS PERMIT.
- NOTIFY PROPERTY OWNERS REGARDING SPRINKLER SYSTEM, PLANTS AND MAIL BOXES THAT WILL BE DISTURBED DURING CONSTRUCTION PRIOR TO STARTING WORK.
- PRIOR TO COMMENCEMENT OF WORK AND/OR PRIOR TO START OF RESTORATION, COORDINATE THROUGH A "WALK-THROUGH" WITH THE COUNTY HIGHWAY DEPARTMENT REPRESENTATIVE TO ENSURE MUTUAL AGREEMENT REGARDING SUCH MATTERS AS EXTENT OF ROADWAY TO BE OVERLAID AFTER PATCHING, THE EXTENT OF DRIVEWAY REPLACEMENT - ESPECIALLY CONCRETE, ETC.
- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN A SAFE AND EASILY ACCESSIBLE PAVED OR UNPAVED PATHWAY FOR PEDESTRIAN TRAFFIC THROUGH THE WORK ZONE FOR THE DURATION OF THE CONSTRUCTION PROJECT. IF THE PATHWAY LIES ALONG A DESIGNATED SCHOOL-WALKING ROUTE THEN THE CONTRACTOR MUST PROVIDE ADEQUATE SUPERVISION AND/OR GUIDANCE TO THE SCHOOL AGED STUDENTS AS THEY TRAVERSE THRU THE WORK ZONE.

**GRADING AND DRAINAGE NOTES**

- ALL DELETERIOUS SUBSTANCE MATERIAL, (I.E. MUCK, PEAT, BURIED DEBRIS), IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS, OR AS DIRECTED BY THE OWNER'S ENGINEER, OR OWNER'S SOIL TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING, SHEETING, OR SHORING, AS NECESSARY. TRENCHES SHALL BE KEPT DRY WHILE USED AND APPURTENANCES ARE BEING PLACED. DEWATERING SHALL BE WIFE AND AS REQUIRED.
- ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS III (ASTM C-76) UNLESS OTHERWISE NOTED ON PLANS.
- PVC STORM PIPE, 12" AND SMALLER SHALL CONFORM TO AWWA C-900, CLASS 150 STANDARDS, UNLESS OTHERWISE NOTED.
- ALL DRAINAGE STRUCTURE GRATES AND COVERS WITHIN TRAFFIC AREAS SHALL BE RATED FOR H-20 LOADINGS.
- THE CONTRACTOR IS TO SOD THE RETENTION/DETENTION POND AS INDICATED ON PLANS WITHIN ONE WEEK FOLLOWING CONSTRUCTION OF THE POND.
- MATERIALS AND CONSTRUCTION METHODS FOR STREETS AND STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY.

**PAVING NOTES**

- PRIOR TO CONSTRUCTING CONCRETE PAVEMENT, THE CONTRACTOR IS TO SUBMIT A PROPOSED JOINTING PATTERN TO THE OWNER'S ENGINEER FOR APPROVAL.
- THE CONTRACTOR IS TO PROVIDE A 1/2" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER, AT ABUTMENT OF CONCRETE AND ANY STRUCTURE.
- ALL PAVEMENT MARKINGS SHALL BE MADE WITH TRAFFIC PAINT IN ACCORDANCE TO FDOT STANDARD SPECIFICATIONS 971-12 OR 971-13. PARKING STALL STRIPING TO BE 4" WIDE PAINTED WHITE STRIPES.
- THE CONTRACTOR IS TO INSTALL EXTRA BASE MATERIAL WHEN THE DISTANCE BETWEEN THE PAVEMENT ELEVATION AND THE TOP OF THE PIPE OR BELL IS LESS THAN TWELVE (12) INCHES.
- STANDARD INDEXES REFER TO THE LATEST EDITION OF FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS".

**PAVING, GRADING & DRAINAGE TESTING AND INSPECTION REQUIREMENTS**

- THE STORM DRAINAGE PIPING AND FILTRATION SYSTEM SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S SOILS ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL.
- THE CONTRACTOR SHALL MAINTAIN THE STORM DRAINAGE SYSTEMS UNTIL FINAL ACCEPTANCE OF THE PROJECT.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE APPLICABLE TESTING WITH THE SOILS ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE TESTING SCHEDULE FOUND IN THE ENGINEERING CONSTRUCTION DRAWINGS. UPON COMPLETION OF THE WORK, THE SOILS ENGINEER MUST SUBMIT CERTIFICATIONS TO THE OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.

**WATER SYSTEM NOTES**

- ALL WATER MAINS SHALL HAVE A MINIMUM OF 36 INCHES OF COVER.
- ALL WATER SYSTEM WORK SHALL CONFORM WITH LOCAL REGULATORY STANDARDS AND SPECIFICATIONS.
- ALL DUCTILE IRON PIPE SHALL BE CLASS 52 IN ACCORDANCE WITH ANSI A 21.50 (AWWA C 150) AND ANSI A 21.51 (AWWA C 151) AND PIPE SHALL RECEIVE EXTERIOR BITUMINOUS COATING IN ACCORDANCE WITH ANSI A 21.6, A 21.8 OR A 21.51 AND SHALL BE MORTAR LINED, STANDARD THICKNESS, AND BITUMINOUS SEALED IN ACCORDANCE WITH ANSI A (AWWA C 104-71).
- ALL FITTINGS LARGER THAN 2" SHALL BE DUCTILE IRON CLASS 53 IN ACCORDANCE WITH AWWA C-110 WITH A PRESSURE RATING OF 350 PSI. JOINTS SHALL BE MECHANICAL JOINTS IN ACCORDANCE WITH AWWA C-111. FITTINGS SHALL BE CEMENT MORTAR LINED AND COATED IN ACCORDANCE WITH AWWA C-104.
- ALL PVC WATER MAINS 4" THROUGH 12" SHALL BE IN ACCORDANCE WITH AWWA C-900. PIPE SHALL BE CLASS 150 AND MEET THE REQUIREMENTS OF SDR 18 IN ACCORDANCE WITH ASTM D-2241.
- WATER MAIN PIPING OF LESS THAN 4" SHALL BE PER PVC SDR26.
- ALL FITTINGS 2" AND SMALLER SHALL BE PVC SDR21 WITH PUSH ON JOINTS.
- ALL GATE VALVES 2" OR LARGER SHALL BE RESILIENT SEAT OR RESILIENT WEDGE MEETING ARE THE REQUIREMENTS OF AWWA C509
- ALL FIRE HYDRANTS SHALL MEET THE REQUIREMENTS OF AWWA C502 AND SHALL BE APPROVED BY THE LOCAL UTILITY AND FIRE MARSHAL.
- THE CONTRACTOR IS TO INSTALL TEMPORARY BLOW-OFFS AT THE END OF WATER SERVICE LATERALS TO ASSURE ADEQUATE FLUSHING AND DISINFECTION.
- THRUST BLOCKING SHALL BE PROVIDED AT ALL FITTINGS AND HYDRANTS AS SHOWN ON DETAILS.
- MATERIALS AND CONSTRUCTION METHODS FOR WATER DISTRIBUTION SYSTEM SHALL BE IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY CODES.
- THE IRRIGATION SYSTEM SHALL HAVE COLOR CODED PIPING AND LABELING ON THE PIPE TO INSURE DIFFERENTIATION FROM POTABLE WATER PIPING.

**WATER SYSTEM TESTING AND INSPECTION REQUIREMENTS**

- THE PERMIT HOLDER SHALL MAKE THE APPLICABLE TESTS PRESCRIBED IN SECTIONS 312.2 THROUGH 312.9 OF THE 2004 FLORIDA BUILDING CODES, AS UPDATED, TO DETERMINE COMPLIANCE WITH THE PROVISIONS OF THIS CODE. THE PERMIT HOLDER SHALL GIVE REASONABLE ADVANCE NOTICE TO THE CITY OFICIAL WHEN THE PLUMBING WORK IS READY FOR TESTS. THE EQUIPMENT, MATERIAL, POWER AND LABOR NECESSARY FOR THE INSPECTION AND TEST SHALL BE FURNISHED BY THE PERMIT HOLDER, AND THE PERMIT HOLDER SHALL BE RESPONSIBLE FOR DETERMINING THAT THE WORK WILL WITHSTAND THE TEST PRESSURE PRESCRIBED IN THE ABOVE MENTIONED SECTIONS. ALL PLUMBING SYSTEM PIPING SHALL BE TESTED WITH EITHER WATER OR, FOR PIPING SYSTEMS OTHER THAN PLASTIC, BY AIR. AFTER THE PLUMBING FIXTURES HAVE BEEN SET AND THEIR TRAPS FILLED WITH WATER, THE ENTIRE DRAINAGE SYSTEM SHALL BE SUBMITTED TO FINAL TESTS. THE CODE OFFICIAL SHALL REQUIRE THE REMOVAL OF ANY CLEANOUTS IF NECESSARY TO ASCERTAIN WHETHER THE PRESSURE HAS REACHED ALL PARTS OF THE SYSTEM.
- ALL COMPONENTS OF THE WATER SYSTEM, INCLUDING FITTINGS, HYDRANTS, CONNECTIONS, AND VALVES SHALL REMAIN UNCOVERED UNTIL PROPERLY PRESSURE TESTED AND ACCEPTED BY THE OWNER'S ENGINEER AND THE CODE OFFICIAL. CONTRACTOR TO NOTIFY OWNER'S ENGINEER AND CODE OFFICIAL 48 HOURS IN ADVANCE OF PERFORMING TESTS.

**HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR SEWER FORCE MAINS AND RECLAIMED WATER PIPELINES.**

- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST FIVE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST FIVE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.006(2)(c), F.S., AND RULE 64E-6.002, F.A.C.

**VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER PIPELINES**

- NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
- AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

**SANITARY SEWER NOTES**

- ALL SANITARY SEWER MAINS & LATERALS SHALL HAVE A MINIMUM OF 36 INCHES OF COVER.
- ALL SANITARY SEWER MAINS & SEWER LATERALS SHALL BE CONSTRUCTED OF POLYVINYL CHLORIDE PIPE, SDR 35 OR AS OTHERWISE INDICATED ON THE CONSTRUCTION DRAWINGS.
- ALL SANITARY SEWER WORK SHALL CONFORM WITH LOCAL REGULATORY STANDARDS AND SPECIFICATIONS.
- PRIOR TO COMMENCING WORK WHICH REQUIRES CONNECTING NEW WORK TO EXISTING WORK OR APPURTENANCES, THE CONTRACTOR SHALL VERIFY LOCATION AND LATERAL ELEVATION OF EXISTING CONNECTION POINT AND NOTIFY OWNER'S ENGINEER OF ANY CONFLICTS OR DISCREPANCIES.
- PVC PIPE AND FITTINGS SHALL CONFORM TO ASTM SPECIFICATIONS DESIGNATION D-3034-77C, MA SDR 35. INSTALLATION OF SDR 35 PIPE SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF ASTM SPECIFICATION SECTION D2321. ALL SANITARY SEWER PIPELINES SHALL BE SOLID GREEN IN COLOR.
- ALL PVC FORCE MAINS SHALL BE CLASS 200, SDR 21, COLOR GREEN, WITH A GREEN MAGNETIC TAPE A MINIMUM OF 2" WIDE, PLACED 1 FOOT BELOW THE PROPOSED GRADE. THE PRINTING ON THE MAGNETIC TAPE SHOULD READ "FORCEMAIN".
- ALL DUCTILE IRON PIPE SHALL BE CLASS 52 IN ACCORDANCE WITH ANSI A 21.50 (AWWA C 150) AND ANSI A21.51 (AWWA C 151). DUCTILE IRON PIPE SHALL RECEIVE INTERIOR AND EXTERIOR BITUMINOUS COATING IN ACCORDANCE WITH ANSI A 21.6, A 21.8, OR A 21.51.
- ALL SANITARY SEWER GRAVITY MAINS OR SANITARY SEWER FORCEMAINS THAT REQUIRE D.I.P. ARE TO BE POLYUNED OR EPOXY UNED.
- ALL SANITARY SEWER COVERS SHALL BE TRAFFIC RATED FOR H-20 LOADING.

**SANITARY SEWER TESTING AND INSPECTION REQUIREMENTS**

- ALL GRAVITY SEWER PIPING SHALL BE SUBJECT TO A TELEVISION INSPECTION BY THE OWNER'S CONTRACTOR. CONTRACTOR TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION.
- THE CONTRACTOR SHALL PERFORM AN EXFILTRATION TEST ON ALL GRAVITY SEWERS INSTALLED IN ACCORDANCE WITH THE REGULATORY AGENCY HAVING JURISDICTION. MANUAL ALLOWABLE INFILTRATION RATE: 200 GPD PER INCH CIRCUMFERENCE PER LINE. TEST RESULTS ARE TO BE SUBMITTED TO THE REGULATORY AGENCY FOR APPROVAL. COORDINATION AND NOTIFICATION OF ALL PARTIES IS THE CONTRACTOR'S RESPONSIBILITY.
- ALL FORCE MAINS SHALL BE SUBJECT TO A HYDROSTATIC PRESSURE TEST IN ACCORDANCE WITH THE REGULATORY AGENCY HAVING JURISDICTION. SAID TESTS ARE TO BE CERTIFIED BY THE ENGINEER OF RECORD AND SUBMITTED TO THE LOCAL REGULATORY AGENCY FOR APPROVAL. COORDINATION AND NOTIFICATION OF ALL PARTIES IS THE CONTRACTOR'S RESPONSIBILITY.

**S.W.F.W.M.D. / EROSION CONTROL NOTES**

- DURING CONSTRUCTION SEDIMENT IS TO REMAIN ON SITE. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF EROSION AND SEDIMENT CONTROL DEVICES PRIOR TO INITIATING AND DURING ALL PHASES OF LAND CLEARING AND CONSTRUCTION TO PREVENT SOIL EROSION AND SILTATION.
- ROUGH EXCAVATE RETENTION AREAS.
- DIRECT ALL SURFACE DRAINAGE TOWARD RETENTION AREA DURING CONSTRUCTION.
- AFTER PAVING, GRADE RETENTION AREAS TO CONTOURS, SHAPE AS SHOWN AND SOD.
- ALL DISTURBED CONDITIONS SHALL BE RESTORED TO NATURAL CONDITIONS OR BETTER.
- ALL SIDE SLOPES OF RETENTION OR SWALE AREAS SHALL BE STABILIZED BY VEGETATION OR OTHER MATERIALS TO MINIMIZE EROSION AND PROTECT THE STORMWATER BASIN.

**NOTE: PLAN CONFLICTS, SHOWN OR UNSHOWN, WITH OTHER EXISTING SITE IMPROVEMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE ADJUSTMENTS AND PROTECT OR REINSTALL ALL DISTURBED EXISTING UTILITIES, PHONE LINES, POWER LINES, POWER SUPPORT CABLES, SPRINKLER LINES AND CONTROL MECHANICAL PIPELINES OR UNDERGROUND POWER CABLES AND RETURN EXISTING CONCRETE WALKS, DUMPSTER PADS, FENCE, HANDRAIL, VALVES, HYDRANTS, GUY WIRES, ELECTRIC BOXES AND PIPELINES WHICH SHALL BE REPAIRED OR REINSTALLED AS INCIDENTAL TO THE COST OF WORK SHOWN HEREUNDER. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RESOLVE ANY CONFLICTS PRIOR TO AWARD OF THE CONTRACT.**

**NOTE: REQUIRED EROSION CONTROL MEASURES MUST REMAIN INTACT THROUGHOUT CONSTRUCTION. FAILURE TO INSTALL OR PROPERLY MAINTAIN THESE BARRICADES WILL RESULT IN ENFORCEMENT ACTIONS WHICH MAY INCLUDE CITATIONS, AS PROVIDED BY CHAPTERS 400-4 & 400-40 F.A.C. INITIATION OF CIVIL PENALTY PROCEDURES PURSUANT TO SECTION 373.129, F.A.C. CAN RESULT IN A PENALTY NOT TO EXCEED \$10,000 PER OFFENSE WITH EACH DATE DURING WHICH SUCH VIOLATION OCCURS CONSTITUTING A OFFENSE.**

**MAINTENANCE AND OPERATIONS INSPECTIONS FOR STORMWATER DISCHARGE FACILITY**

- ALL SODED AREAS SHALL BE MOWED AND MAINTAINED PROPERLY.
- UNDER NO CIRCUMSTANCES SHALL THE RETENTION AREA BE FILLED WITH ANY OTHER SUBSTANCE THAN STORMWATER.
- SWALE AREAS SHALL BE KEPT CLEAN AND FREE OF ANY OBSTRUCTIONS.
- IF DAMAGE TO THE SYSTEM DOES OCCUR, THE SYSTEM SHALL BE RECONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLAN.

**OPERATION & MAINTENANCE OF THE STORMWATER SYSTEM**

THE OWNER SHALL PERIODICALLY MONITOR THE STORMWATER SYSTEM (PIPE CONVEYANCE SYSTEM AND RETENTION POND) FOR SILT AND SEDIMENTATION BUILD UP. THE PIPE CONVEYANCE SYSTEM SHALL BE FLUSHED, AS DEEMED NECESSARY, AT LEAST TWICE A YEAR. ALL MATERIAL SHALL BE COLLECTED DOWNDSTREAM AND REMOVED. THE RETENTION POND SHALL BE KEPT MOWED AND THE BOTTOM FREE OF DEBRIS. IF WATER STANDS IN THE POND MORE THAN 48 HOURS THE OWNER SHALL RAKE AND/OR SCARIFY THE POND BOTTOM, AS DEEMED NECESSARY AND NO LESS THAN TWICE A YEAR TO RESTORE THE PERCOLATION CHARACTERISTICS OF THE POND. THE OWNER WILL BE RESPONSIBLE TO MAKE SURE THAT TO THE BEST OF HIS ABILITY NOTHING ENTERS THE SYSTEM BESIDES STORMWATER THAT COULD DETERIORATE THE FUNCTIONING CAPABILITIES OF THE SYSTEM, I.E. GASOLINE, OIL, GREASE, CHEMICALS, ETC.

THE POND UNDERDRAIN SYSTEM SHALL BE INSPECTED ANNUALLY AND RETROFITTED AND FLUSHED SEMI-ANNUALLY. CLOGGED OR SPENT FILTER MATERIAL SHALL BE DISPOSED OF IN ALL MANNERS AS WITH THE HANDLING OF HAZARDOUS WASTE. THE SPENT FILTER MATERIAL SHALL BE DISPOSED OF IN A PERMITTED FACILITY.

**NOTICE TO ALL CONTRACTORS AND DEVELOPERS**

THE DOMESTIC WATER SYSTEM AND THE STORM DRAIN FILTER SYSTEM FOR THIS PROJECT MUST BE INSPECTED BY OUR OFFICE IN ORDER THAT THEY BE CERTIFIED TO THE APPROPRIATE GOVERNMENTAL AGENCY. IT IS THEREFORE URGENTLY REQUESTED THAT OUR OFFICE BE NOTIFIED AT LEAST 24 HOURS PRIOR TO BACKFILLING OVER THESE FACILITIES. FAILURE TO DO SO WILL RESULT IN THESE FACILITIES HAVING TO BE UNCOVERED AND INSPECTED BEFORE A CERTIFICATE OF OCCUPANCY IS ISSUED. YOUR CERTIFICATE OF OCCUPANCY WILL BE WITHHELD UNTIL THE MATTER IS RESOLVED.

DEUEL & ASSOCIATES (727) 822-4151

**CLEARING AND GRUBBING NOTES**

- PRIOR TO ANY SITE CLEARING, ALL TREES SHOWN TO REMAIN ON THE CONSTRUCTION PLANS SHALL BE PROTECTED IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY'S TREE ORDINANCE AND DETAILS CONTAINED IN THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THESE TREES IN GOOD CONDITION. NO TREES SHOWN TO REMAIN SHALL BE REMOVED WITHOUT WRITTEN APPROVAL FROM THE OWNER.
- THE CONTRACTOR IS TO PREPARE THE SITE PRIOR TO BEGINNING ACTUAL CONSTRUCTION IN ACCORDANCE WITH THE SOILS TESTING REPORT. COPIES OF THE SOILS REPORT ARE AVAILABLE THROUGH THE OWNER OR THE SOILS TESTING COMPANY. QUESTIONS REGARDING SITE PREPARATION REQUIREMENTS DESCRIBED IN THE SOILS REPORT ARE TO BE DIRECTED TO THE SOILS TESTING COMPANY.
- THE CONTRACTOR SHALL CLEAR AND GRUB, ONLY THOSE PORTIONS OF THE SITE, NECESSARY FOR CONSTRUCTION. DISTURBED AREAS WILL BE SEEDED, MULCHED, OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL IMMEDIATELY FOLLOWING CONSTRUCTION.
- THE TOP 4" TO 6" OF GROUND REMOVED DURING CLEARING AND GRUBBING SHALL BE STOCKPILED AT A SITE DESIGNATED BY THE OWNER TO BE USED FOR LANDSCAPING PURPOSES, UNLESS OTHERWISE DIRECTED BY THE OWNER.
- ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS. ONLY "GRADING BY HAND" IS PERMITTED WITHIN THE CANOPY LINE OF TREES THAT ARE TO REMAIN.
- THE CONTRACTOR IS TO OBTAIN ALL NECESSARY PERMITS FOR REMOVING ANY EXISTING STRUCTURES.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES TO DISCONNECT OR REMOVE THEIR FACILITIES PRIOR TO REMOVING OR DEMOLISHING CONSTRUCTION.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR MAKING A VISUAL INSPECTION OF THE SITE AND WILL BE RESPONSIBLE FOR THE DEMOLITION AND REMOVAL OF ALL UNDERGROUND AND ABOVE GROUND STRUCTURES THAT WILL NOT BE INCORPORATED WITH THE NEW FACILITIES. SHOULD ANY DISCREPANCIES EXIST WITH THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING THE OWNER AND REQUESTING A CLARIFICATION OF THE PLANS PRIOR TO DEMOLITION.
- DURING CONSTRUCTION, ALL STORM SEWER INLETS IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED BY SEDIMENT TRAPS SUCH AS SECURED HAY BALES, SOIL STONE, ETC., WHICH SHALL BE MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS.
- ALL EROSION AND SILTATION CONTROL METHODS SHALL BE IMPLEMENTED PRIOR TO THE START OF CONSTRUCTION AND MAINTAINED UNTIL CONSTRUCTION IS COMPLETE.
- WHEN CONSTRUCTION IS COMPLETED, THE RETENTION/DETENTION AREAS WILL BE RESHAPED, CLEANED OF SILT, MUD AND DEBRIS, AND RE-SODED IN ACCORDANCE TO THE PLANS.
- CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (HAY BALES OR SILTATION CURTAIN) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS, WATERWAYS, AND EXISTING WETLANDS.
- THE SILT FENCE WILL NOT BE TRENCHED IN WHERE ADJACENT TO TREES DESIGNATED TO REMAIN. THE SILT FENCE MUST BE SECURED THROUGH THE PLACEMENT OF FILL OVER THE LOWER LIP OF THE BARRICADE.

**PINELLAS COUNTY RIGHT OF WAY NOTES**

- ALL PROPOSED WORK MUST COMPLY WITH FDOT INDEX NO.700 (LATEST EDITION).
- ALL R.O.W. INSTALLATIONS WILL BE IN ACCORDANCE WITH PRACTICES REFERENCED IN THE STATE OF FLORIDA UTILITIES ACCOMMODATIONS MANUAL.
- ALL DESIGN AND CONSTRUCTION MUST CONFORM TO THE MINIMUM STANDARDS SET DOWN IN PINELLAS COUNTY LAND DEVELOPMENT, ZONING AND/OR RELATED ORDINANCES, AND MINIMUM TESTING FREQUENCY REQUIREMENTS.
- SIGNS AND BARRICADES SHALL BE IN ACCORDANCE WITH THE U.S. DEPARTMENT OF TRANSPORTATION'S "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND THE FLORIDA DEPARTMENT OF TRANSPORTATION'S "DESIGN STANDARDS" INDEXES 600 THROUGH 670 (LATEST EDITIONS).
- INSTALLATIONS INVOLVING CONCRETE AND ASPHALT DRIVEWAY, IN GOOD CONDITION, MUST BE ACCOMPLISHED BY JACK AND BORE OR PUSHING. NO JETTING IS ALLOWED.
- COMPACTION FOR PIPE BACKFILL SHALL COMPLY WITH AASHTO T-99(100%).
- DISTURBED AREA WITHIN THE R.O.W. WILL BE COMPACTED TO 100% OF MAXIMUM DENSITY AND SODED.
- ANY PORTION OF THE ROADWAY THAT SUSTAINS EXCESSIVE CONSTRUCTION RELATED DAMAGE, IN THE OPINION OF PINELLAS COUNTY HIGHWAY DEPARTMENT, SHALL BE REPAIRED AT CONTRACTOR EXPENSE IN A MANNER SPECIFIED BY PINELLAS COUNTY HIGHWAY DEPARTMENT.
- SAFE PEDESTRIAN TRAFFIC IS TO BE MAINTAINED AT ALL TIMES.
- ANY SIDEWALK WHICH BECOMES UNDERMINED MUST BE REMOVED AND REPLACED. SIDEWALKS ARE TO BE RECONSTRUCTED WITHIN THREE(3) DAYS AFTER REMOVAL. WHEN EXISTING SIDEWALK IS REMOVED, IT IS TO BE REMOVED AT THE NEAREST JOINT.
- NO STOCKPILING OF MATERIAL IN ROADWAY OR ON SIDEWALK; ALL DIRT OR DEBRIS WILL BE REMOVED FROM THE JOB SITE DAILY. ROADS AND SIDEWALKS ARE TO BE SWEEP DAILY AS PART OF DAILY CLEAN-UP.
- PLACE EXPANSION JOINT BETWEEN BACK-OF-CURB AND CONCRETE SIDEWALK.
- PRIOR TO COMMENCEMENT OF WORK AND/OR PRIOR TO START OF RESTORATION, COORDINATE THROUGH A "WALK-THROUGH" WITH THE COUNTY HIGHWAY DEPARTMENT REPRESENTATIVE TO ENSURE MUTUAL AGREEMENT REGARDING SUCH MATTERS AS EXTENT OF ROADWAY TO BE OVERLAID AFTER PATCHING, THE EXTENT OF DRIVEWAY REPLACEMENT - ESPECIALLY CONCRETE, ETC.
- HANDICAP RAMP SHALL BE INSTALLED ACCORDING TO FDOT IND.#304
- REMOVE & REPLACE ANY EXISTING SIDEWALK WITHIN PINELLAS COUNTY R.O.W. THAT HAS BEEN DAMAGED DUE TO DEMOLITION AND PORTIONS NOT MEETING A.D.A. REQUIREMENTS.
- A MINIMUM REQUIRED SIDEWALK SHOULDER CLEAR ZONE OF 2' FROM THE EDGE OF THE SIDEWALK WITH A MAXIMUM SLOPE OF 3/4" PER LINEAR FOOT. NO PERMANENT OBSTACLES ARE ALLOWED IN THIS AREA.
- LANE CLOSURES MUST BE SCHEDULED 48 HOURS IN ADVANCE WITH PINELLAS COUNTY PUBLIC WORKS AND SHALL NOT OCCUR DURING PEAK HOURS PERIODS OF 7AM TO 9AM AND 4PM TO 6PM.

**LANDSCAPE NOTES:**

- WARNING: ABOVE-GROUND AND/OR UNDERGROUND UTILITIES MAY BE IN THE AREA OF THIS PROJECT. PROCEED WITH CAUTION: CALL 1-800-432-4770 48 HOURS PRIOR TO CONSTRUCTION.
- ALL TRIMMING UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE PRUNED IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS.
- A ONE HUNDRED PERCENT (100%) COVERAGE IRRIGATION SYSTEM SHALL BE INSTALLED FOR ALL LANDSCAPED AREAS. SHALLOW WELLS, OPEN SURFACE WATER BODIES, OR RECLAIMED WATER MUST BE USED AS A SOURCE OF IRRIGATION WATER. THE IRRIGATION SYSTEM SHALL NOT BE CONNECTED TO CITY, COUNTY, OR MUNICIPAL WATER SOURCES UNLESS IT CAN BE DEMONSTRATED THAT THESE OTHER SOURCES ARE NOT AVAILABLE.
- IN THE EVENT THE IRRIGATION SYSTEM IS CONNECTED TO THE PUBLIC POTABLE WATER SUPPLY, THE IRRIGATION SYSTEM SHALL INCLUDE AN APPROVED BACK FLOW PREVENTER AT THE SERVICE CONNECTION (POINT OF CONNECTION).
- THE IRRIGATION SYSTEM MUST UTILIZE LOW VOLUME DESIGN SUCH AS LOW TRAJECTORY HOSES OR SOAKER HOSES TO PROVIDE DIRECT APPLICATION AND LOW EVAPORATION. SYSTEMS THAT OVER SPRAY AREAS THAT DO NOT REQUIRE IRRIGATION, SUCH AS PAVED AREAS WILL NOT BE ACCEPTABLE. HIGH IRRIGATION NEED AREAS MUST NOT OVER SPRAY LOW NEED AREAS.
- HIGH WATER DEMAND LANDSCAPE AREAS SUCH AS TURF MUST BE SERVED BY A SEPARATE IRRIGATION ZONE THAN LOW WATER NEED AREAS, SUCH AS PLANTER BEDS OR MULCHED AREAS WITH TREES. IN NO CASE SHALL ANY PLANTED VEGETATION AREA BE MORE THAN 50' FROM A WATER SUPPLY HOSE BIBB.
- THE IRRIGATION SYSTEM MUST BE OPERATED BY AN IRRIGATION CONTROLLER CAPABLE OF DIFFERENTIATING BETWEEN THE SCHEDULES OF HIGH AND LOW WATER DEMAND AREAS. CONTROLLERS MUST HAVE MULTIPLE CYCLE START CAPACITY AND A FLEXIBLE CALENDAR PROGRAM ABLE TO BE SET TO COMPLY WITH LOCAL OR WATER MANAGEMENT DISTRICT IMPOSED RESTRICTIONS.
- THE AUTOMATIC IRRIGATION SYSTEM MUST BE EQUIPPED WITH A RAIN SENSOR DEVICE OR SWITCH WHICH WILL OVERRIDE THE IRRIGATION CYCLE OF THE SPRINKLER SYSTEM WHEN ADEQUATE RAINFALL HAS OCCURRED. GROUND MOISTURE SENSING DEVICES ARE ENCOURAGED WHERE APPROPRIATE.
- UNDERGROUND IRRIGATION SHALL NOT BE INSTALLED WITHIN THE DRIP LINES OF EXISTING TREES UNLESS ROOT PROTECTION MEASURES ARE PROVIDED.
- SOILS WITHIN ALL PLANTING AREAS SHALL BE SUITABLE OR AMENDED FOR PROPOSED PLANTINGS WITH REGARDS TO PH, SOIL TEXTURE, SOIL STRUCTURE, AND SEASONAL HIGH WATER TABLE.
- ALL AREAS DISTURBED DURING CONSTRUCTION OR NOT DESIGNATED FOR TREES AND SHRUBS, SHALL RECEIVE SOD IN ORDER TO STABILIZE SOIL AND CONTROL STORMWATER RUNOFF.
- PER THE NEW FLORIDA BUILDING CODE, ALL IRRIGATION LINES AND HEADS MUST BE MAINTAINED A MINIMUM DISTANCE OF ONE FOOT FROM ALL STRUCTURES.
- ALL PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER AS GIVEN IN, "GRADES AND STANDARDS FOR NURSERY PLANTS", LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
- LOCATION OF PLANTS ON THE PLAN ARE DIAGRAMMATIC. THE PLANT MATERIAL LIST IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR; SHOULD THERE BE ANY DISCREPANCY BETWEEN THE PLANT LIST AND THE PLAN, THE PLAN SHALL PREVAIL.
- IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT ALL PLANT BED AREAS HAVE PROPER DRAINAGE FOR OPTIMUM GROWTH OF LANDSCAPE MATERIAL.
- THE CONTRACTOR SHALL INSURE THAT ALL PLANTING ISLANDS AND OTHER AREAS SHALL BE CLEAN OF TRASH, CONSTRUCTION DEBRIS, OR OTHER WASTE MATERIALS TO A DEPTH OF 24" PRIOR TO LANDSCAPE INSTALLATION.
- ALL PLANT BEDS AND TREE RINGS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE AND THEN TOP-DRESSED WITH 3" DEEP PINE BARK NUGGETS. TREE RINGS SHALL BE A MINIMUM 24" RADIUS. ALL TREES SHALL BE STAKED.
- ANY NEW SOD SHALL BE ARGENTINE BAHIA. CONTRACTOR SHALL DETERMINE EXACT QUANTITIES IN THE FIELD. SOD AREAS SHALL BE MAINTAINED BY THE CONTRACTOR FROM THE TIME OF INSTALLATION TO THE TIME OF FINAL ACCEPTANCE.
- TREES SHALL NOT BE TOPPED OR IMPROPERLY PRUNED. THE SHAPING OF TREES TO FORM CIRCLES, OVALS, SQUARES AND OTHER HARD EDGED GEOMETRIC PATTERNS IS PROHIBITED. NOT MORE THAN ONE-THIRD OF THE TREE CANOPY SHALL BE TRIMMED OR PRUNED IN ANY YEAR UNLESS IT IS DEAD.
- TREES, SHRUBS AND GROUND COVER SHALL BE INSTALLED IN PLANT PITS THAT ARE TWICE THE DIAMETER OF THE PLANT ROOT BALL. SOIL BACK FILL SHALL BE AERATED. CONTRACTOR SHALL ADD LOW NITROGEN CONTENT FERTILIZER TABLETS TO EACH PLANT PIT AT TIME OF PLANTING.
- ALL HEDGE MATERIAL MUST BE 24" HIGH AT TIME OF INSTALLATION PLANTED 2 1/2' TO 3' ON CENTER AND MAINTAINED AT A MINIMUM HEIGHT OF 3 FEET.
- ALL LANDSCAPE MATERIALS PLANTED WITHIN THE SITE VISIBILITY TRIANGLES MUST BE MAINTAINED AT A HEIGHT NO GREATER THAN 36".
- ALL EXOTIC SPECIES, I.E., BRAZILIAN PEPPER (SCHINUS MOLLE), PUNK TREE (MELALEUCA QUINQUEFOLIA), AND CHINESE TALLOW (SAPIUM SEBIFERUM) MUST BE REMOVED AS A CONDITIONS OF SITE DEVELOPMENT. EXOTIC TREES AND SHRUBS SHALL BE CUT FLUSH WITH FINISH GRADE. RESULTING STUMPS SHALL BE REMOVED FROM THE SITE OR TREATED WITH AN APPROVED HERBICIDE. CONTRACTOR SHALL TREAT CUT STUMPS WITH GARLON 3A, TROOPER, OR RODEO HERBICIDE TO THE GAMBUNG LAYER AS PER MANUFACTURER'S INSTRUCTIONS, AT THE RECOMMENDED STRENGTH TO PREVENT RE-GROWTH. APPLY HERBICIDE IMMEDIATELY AFTER TRUNKS ARE CUT TO PREVENT SAP FROM SEALING WOUNDS. WHERE NECESSARY DUE TO THEIR PROXIMITY TO PROTECTED PLANT MATERIAL, HAND REMOVAL WILL BE REQUIRED. SHOULD THIS REMOVAL BE TO A DEGREE THAT A POTENTIAL FOR EROSION IS CREATED, THE AREA MUST BE RESTABILIZED WITH SUITABLE MATERIAL. REMOVE ALL WASTE MATERIALS PRODUCED BY THIS WORK FROM THE SITE AND DISPOSE OF THEM IN A LEGAL MANNER.
- ORGANIC MULCH AND/OR DROUGHT TOLERANT GROUND COVERS WILL BE INSTALLED IN ALL INTERIOR LANDSCAPE PLANTER BEDS.
- BE ADVISED THAT THE HEALTHY SURVIVAL OF ALL REQUIRED LANDSCAPE MATERIAL IS THE CONTINUING RESPONSIBILITY OF THE PROPERTY OWNER AND IS ENFORCEABLE UNDER SECTION 166-56 OF THE PINELLAS COUNTY LAND DEVELOPMENT CODE.









# MEMORANDUM

Item 5B.

TO: Board of Commissioners  
FROM: Robin I. Gomez, City Manager  
DATE: January 22, 2025  
RE: Saltwater Destination Beach Equipment Concession Agreement

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## **Background**

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

## **Discussion**

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

The City received approval from the National Parks Service of the 2<sup>nd</sup> Amendment to the Concessionaire Agreement.

## **Fiscal Impact**

Continue annual recurring revenue of \$12,000.00.

## **Recommendation**

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

**SECOND AMENDMENT TO  
BEACH EQUIPMENT CONCESSION AGREEMENT**

**THIS SECOND AMENDMENT TO SALTWATER DESTINATION BEACH EQUIPMENT  
CONCESSION AGREEMENT**

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

**RECITALS**

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

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

WHEREAS, City and Concessionaire wish to address:

1. The extension of the Agreement for an additional five (5) year period beginning October 22, 2024 and ending October 21, 2029.
  
2. All other agreement terms are to remain unchanged;

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

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

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

**CITY OF MADEIRA BEACH**  
a Florida municipal corporation

By: Robin I. Gomez  
Robin I. Gomez, City Manager

Dated: 1-15-25

**ATTEST:**

\_\_\_\_\_  
Clara VanBlargan, City Clerk

**SALTWATER DESTINATION, LLC**  
a Florida corporation,

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

Dated: 1.15.25



# United States Department of the Interior



Item 5B.

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

IN REPLY REFER TO:

FLP  
V-FL-566A  
Beach equipment CA

November 6, 2019

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

Dear Mr. Hatch,

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

We appreciate your cooperation. If you have any questions, please do not hesitate to contact me at 404-507-5689, or via e-mail at [john\\_barrett@nps.gov](mailto:john_barrett@nps.gov).

Sincerely,

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

**BEACH EQUIPMENT CONCESSION AGREEMENT EXTENSION**

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 10) **Emergencies:** In the event of an emergency, when contacted by the CITY, CONCESSIONAIRE shall provide a one (1) hour response time to the situation and removal of beach equipment.
- 11) **Licensing and Code Compliance:** CONCESSIONAIRE must procure all necessary licenses, including a Madeira Beach Local Business Tax Receipt. CONCESSIONAIRE shall operate its business in accordance with all CITY codes and ordinances. All signs must be approved, in advance, by CITY. Failure to maintain a Local Business Tax Receipt or any code violation, including signage, shall be considered ground for termination of this Concession Agreement.
- 12) **Quality of Service:** CONCESSIONAIRE shall stock such quantities of beach equipment as are reasonable required to meet the public demand for the concessions services which CONCESSIONAIRE will provide pursuant to this Concession Agreement. Upon the request of City Manager, CONCESSIONAIRE shall provide samples of the beach equipment rented or used by CONCESSIONAIRE for inspection by the City Manager. In the event that the City Manager should determine that the quality or variety of beach equipment is substandard as compared to the public beach concessions within Pinellas County, the City Manager may declare a default pursuant to paragraph 24, hereof. In the event of a dispute concerning the variety, quality of services or prices charged by CONCESSIONAIRE, CITY and CONCESSIONAIRE shall utilize a broad cross-section of public beach concessions within Pinellas County as the comparable to resolve disputes. It is not intended that the business operations of CONCESSIONAIRE, pursuant to this Concession Agreement, be judge by comparison with any one public beach concession operated with Pinellas County.
- 13) **Permits:** CONCESSIONAIRE shall be responsible to obtain, at its sole expense, all required permits from any applicable regulatory agency with are necessary to allow CONCESSIONAIRE to operate, maintain, repair or improve the Concession Area.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**Notices to CITY shall be sent to:**

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

**Notices to CONCESSIONARE shall be sent to:**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

ATTEST:

CITY OF MADEIRA BEACH, FL

Clara Van Biargen  
Clara Van Biargen, City Clerk

Maggi Black  
Maggi Black, Mayor

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

SALTWATER DESTINATION, LLC

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

Witnesses as to execution of behalf of Saltwater Destination LLC:

Max Michalski  
Witness  
Max Michalski  
Print Name

Say Stabelo  
Witness  
Say Stabelo  
Print Name

APPROVED AS TO FORM AND CORRECTNESS:  
Ralf Brookes  
Ralf Brookes, City Attorney

RECORDED  
PINELLAS CO. FLORIDA  
Clerk of the Circuit Court

AUG 2 10 12 AM '72

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QUITCLAIM DEED

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

Parcel Number One

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

Parcel Number Two

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

RETURN TO:

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

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TOGETHER with improvements thereon.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Through:

ROY K. WOOD  
Southeast Regional Director  
Bureau of Outdoor Recreation

By [Signature]

WITNESSES:

[Signature]

[Signature]

STATE OF GEORGIA  
COUNTY OF FULTON

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

[Signature]  
NOTARY PUBLIC



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



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

CITY OF MADEIRA BEACH  
FLORIDA

By Joseph G. Elliott  
Joseph G. Elliott  
City Manager

STATE OF FLORIDA )  
                          ) ss  
COUNTY OF PINELLAS )

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

Donna R. O'Neil  
NOTARY PUBLIC



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

**Exhibit "B"**

**South Beach Park, Madeira Beach, Florida**

**Beach Access Ways located at:**

**130<sup>th</sup> Street**

**131<sup>st</sup> Street**

**132<sup>nd</sup> Street**

**133<sup>rd</sup> Street**

**134<sup>th</sup> Street**

**135<sup>th</sup> Street**

**136<sup>th</sup> Street**

**FIRST AMENDMENT TO  
BEACH EQUIPMENT CONCESSION AGREEMENT**

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

**RECITALS**

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

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

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

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

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


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

**CITY OF MADEIRA BEACH**  
a Florida municipal corporation

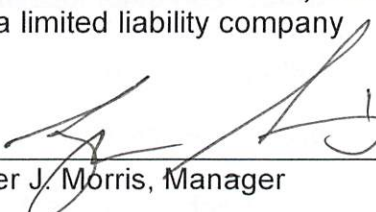
By:   
Robert Daniels, City Manager

Dated: 4/28/2024

**ATTEST:**

  
Clara VanBlargan, City Clerk

**SALTWATER DESTINATION, LLC**  
a Florida limited liability company

By:   
Tyler J. Morris, Manager

Dated: 5/5/21



# MEMORANDUM

Item 5C.

TO: Board of Commissioners  
FROM: Robin I. Gomez, City Manager  
DATE: January 22, 2025  
RE: Tampa Bay Psychology Associates Service Agreement

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## **Background**

City continues to reinvest in the continued professional skills and well-being of its employees through various methods and services. Fire Department personnel as first and emergency responders face considerable physical and mental interactions/challenges periodically requiring some additional professional services.

## **Discussion**

To assist our Fire Department personnel with the occupational dangers and other physical and psychological stress the City would like to proactively provide mental health/well-being evaluations and counseling. The City would like to enter into an agreement with Tampa Bay Psychology Associates, LLC, to provide a variety of professional, individual counseling sessions with Fire Department staff.

Fire Department employees will have the opportunity to independently request/schedule (with the Chief's approval) a 60-minute individual counseling session for support during/of a personal crisis.

The agreement will run through December 31, 2025.

## **Fiscal Impact**

City will pay a flat \$165.00 per one 60-minute session

## AGREEMENT FOR SERVICES

THIS AGREEMENT, entered into this 9 day of January, 2025, by and between the City of Madeira Beach ("City"), a Florida municipal corporation, 300 Municipal Drive, Madeira Beach FL. 33708 and Tampa Bay Psychology Associates, LLC, ("Professional") a Florida corporation, 111 North Belcher Road, Suite 101, Clearwater, Florida, 33765.

WHEREAS, the City recognizes that first responder work is stressful, dangerous and often stigmatized. Research has shown time and again that fire department personnel's occupational stress is directly related to higher rates of heart disease, divorce, sick days taken, alcohol abuse, and major psychological illnesses such as acute stress disorder, post-traumatic stress disorder, depression, and anxiety disorder. As such, the City desires to address mental health challenges faced by fire department personnel proactively by providing mental health evaluation and counseling; and

WHEREAS, Professional agrees to provide psychological evaluation and counseling services for fire department personnel of the Madeira Beach Fire Department (MBFD);

NOW THEREFORE, in consideration of the promises stated herein, the City and Professional mutually agree as follows:

### 1. SCOPE OF PROJECT.

Professional agrees to provide psychological evaluation and counseling services required by the Madeira Beach Fire Department, which services are more particularly described as follows:

#### **A. Individual Counseling Sessions:**

MBFD employees may independently request 60-minute individual counseling sessions for support during personal crises on their own initiative. These counseling sessions require the approval of the Fire Chief of MBFD. Appointments requested in response to personal crises, including issues, concerns or needs related to marriage, parenting, substance abuse, stress or grief shall be provided at a time mutually

convenient for Professional and the requesting MBFD employee.

MBFD employee-initiated services will be confidential, with employee names omitted from any documentation which may be provided to MBFD. Professional shall be responsible for supplying its own office space to perform individual counseling services under this Agreement but may perform services on MBFD premises at MBFD's request.

Upon termination of this Agreement, Professional should refer all active MBFD clients to another service provider, who has been approved by the City, as required by professional and ethical standards. Alternatively, employee(s) may continue to seek services through Professional at the employee's expense.

Professional is not authorized to provide individual counseling services pursuant to this Agreement to MBFD employees who have filed a Workers' Compensation claim. Prior to providing individual counseling services to any MBFD employee, Professional shall be responsible for verifying that the MBFD employee has not filed a Workers' Compensation claim.

**B. Availability and Contact Information:**

Professional shall provide MBFD with at least one contact telephone number by which they may be contacted during normal business hours (Monday through Friday, 08:00 to 5:00). If Professional is unavailable during normal business hours, Professional shall utilize a messaging service or other mechanism to process incoming calls. Professional must return messages within one hour unless Professional is treating a patient or in session with a patient at such time, and in such case, Professional shall return messages as soon as reasonably practicable.

**2. TIME OF PERFORMANCE.**

This Agreement shall commence on January 2, 2025, and shall terminate on December 31, 2025.

### **3. COMPENSATION.**

The City will pay Professional the sum of \$165.00 per one (1) hour counseling session.

### **4. METHOD OF PAYMENT.**

Professional's invoices shall be submitted to the Fire Chief of the Madeira Beach Fire Department for approval for payment on a monthly basis. The City agrees to pay, after approval, under the terms of the Florida Prompt Payment Act §218.70, Florida Statutes. A HIPAA compliant activity report will be sent with all corresponding invoices

The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation of the City's budget.

### **5. NOTICES AND CHANGES OF ADDRESS.**

Any notice required or permitted to be given by the provisions of this Agreement shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated above (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid) on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

### **6. TERMINATION OF AGREEMENT .**

The City at its sole discretion may terminate this Agreement by giving Professional a ten (10) day written notice of its election to do so and by specifying the effective date of such termination. Professional shall be paid for its services through the effective date of such termination. Further, if Professional shall fail to fulfill any of its obligations hereunder, this Agreement shall be in default, the City may terminate the Agreement, and Professional shall be paid only for work completed.

### **7. INDEMNIFICATION AND INSURANCE.**



Professional shall defend, indemnify and hold harmless the City of Madeira Beach, from and against any and all liabilities, claim demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature caused by or are alleged to be caused by Professional or any of its affiliates, contractors, sub-contractors, members, employees, agents and representatives, excepting any liability or claim arising or growing out of the gross negligence or willful misconduct of the City, its employees, or officials. Nothing herein shall be construed to waive or modify the provisions of Section 768.28, Florida Statutes or the doctrine of sovereign immunity.

Professional covenants that at all times while this agreement is in effect it will maintain the following insurances:

- A. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- B. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- C. Unless waived by the State of Florida, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor

Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

D. **Professional Liability Insurance/Medical Errors and Omission/Malpractice** with minimum limits of \$1,000,000 (one million dollars) per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

**8. PROPRIETARY MATERIALS.**

Upon termination of this Agreement, Professional shall transfer, assign and make available to MBFD or its representatives all property and materials in Professional's possession belonging to or paid for by the City.

**9. INTERESTS OF PARTIES.**

Professional covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance and/or provision of services required under the terms and conditions of this Agreement.

**10. CONFORMANCE WITH LAWS.**

Professional agrees to comply with all applicable federal, state and local laws during the life of this Agreement.

**11. ATTORNEY FEES.**

In the event either party seeks to enforce this Agreement through

attorneys at law, then the parties agree that each party shall bear its own attorney fees and costs.

**12. GOVERNING LAW AND VENUE.**

The laws of the State of Florida shall govern this Agreement, and any action brought by either party shall lie in the Middle District of Florida or Pinellas County, Florida.

**13. CONFIDENTIALITY.**

Each party ("Receiving Party") shall not disclose, publish, or disseminate the Confidential Information (as defined below) of the other party ("Disclosing Party") to anyone other than those of such Receiving Party's employees and subcontractors with a need to know, or as may be required by legal process or applicable Laws (including but not limited to Chapter 119, Florida Statutes, and the court decisions construing the same). Each party agrees to accept the other party's Confidential Information for the sole purpose of carrying out such Receiving Party's authorized activities under this Agreement. Each party agrees not to make copies of the other party's Confidential Information except to the extent permitted pursuant to this Agreement. Each party agrees not to use the Confidential Information of the other party for its own or any third party's benefit without the prior written approval of an authorized representative of the Disclosing Party in each instance. In the event a Receiving Party is required to disclose the Disclosing Party's Confidential Information in accordance with applicable Laws or by an order of a court or governmental agency, the Receiving Party shall give written notice to the Disclosing Party to enable the Disclosing Party to make a reasonable effort to obtain a protective order or other confidential treatment for Confidential Information. Such notice shall be provided prior to disclosure unless otherwise required by court order or applicable Laws. Professional acknowledges that, in the event of a public records request, the City may be limited in the amount of notice that it may be able to provide Professional prior to disclosure of records and agrees that the City Attorney shall have the sole and absolute discretion to determine when public records must be released in order to comply with Chapter 119, Florida Statutes, and the court

decisions construing same. By designating information as Confidential Information, Professional agrees to indemnify and hold harmless the City, its officials or employees for any award to a plaintiff for damages, costs and reasonable attorney's fees incurred by the City by reason of any legal action challenging a claim. Professional shall require as a condition of any subcontract that the subcontractor expressly acknowledges and agrees to be bound by the same confidentiality requirements to which Professional is bound by this Agreement.


"Confidential Information" means confidential and proprietary information of either party that is disclosed to the other party which, in the case of written information, is marked "confidential" or "proprietary" and which, in the case of information disclosed orally or stored electronically, is identified at the time of disclosure as confidential and proprietary and summarized and confirmed in writing as such by the Disclosing Party within thirty (30) days of the disclosure. Confidential Information shall not include information that (i) as of the Effective Date or after the Effective Date is or becomes generally available to the public through no fault or breach of the Receiving Party; (ii) the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the Disclosing Party; (iii) is independently developed by the Receiving Party without the use of any Confidential Information; or (iv) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it. No representations, expressed or implied, are being made through the disclosure of Confidential Information.

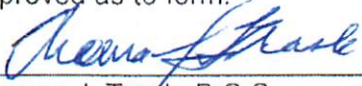
#### **14. CITY PROPERTY.**

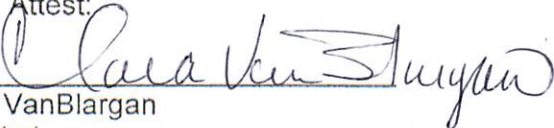
To the extent permitted by applicable Laws, all studies, generic reports and data compilations prepared by Professional pursuant to this Agreement shall be the exclusive property of the City. Professional shall deliver such City property to the City prior to final payment. Notwithstanding anything to the contrary herein, Professional shall be the Records Owner, as defined in Section 456.057, Fla. Stat., of all patient records.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF MADEIRA BEACH, FLORIDA

By:   
Robin Gomez  
City Manager

Approved as to form:  
  
Thomas J. Track, B.C.S  
City Attorney

Attest:  
  
Clara VanBlargan  
City Clerk

Tampa Bay Psychology Associates, LLC

By:   
Brandy L. Benson, Manager

# MEMORANDUM



**TO:** CITY COMMISSION  
**FROM:** Robin I. Gomez, City Manager  
**DATE:** January 22, 2025  
**RE:** **HR, Classification, & Compensation Plans Study Agreement Update**

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## Background

The City of Madeira Beach last performed a comprehensive employee job classifications and compensation study in 2019. On July 10, 2024, the City Commission approved an agreement for an HR, Classification, & Compensation Plans study with the RSC Insurance Brokerage, Inc., dba Risk Strategies Company (Gehring Group). A representative from the listed firm will provide a more detailed update on the study.

## Review/Discuss

The study shall evaluate the present salary structure as compared to the specific job market for comparable positions in the public sectors as well as:

- a) Review and evaluate Human Resources/Personnel processes relative to all City job classifications and compensation.
- b) Review and evaluate all current job classifications to ensure compliance with federal, state, and local laws and regulations including the Fair Labor Standards Act, exempt/non-exempt classifications, and all other applicable personnel provisions.
- c) Review all current job classifications, confirm, and recommend changes to hierarchical order of jobs using your evaluation system.
- d) Establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions as required (prefer to assess duplicate benchmarks – both municipalities as well as local employers).
- e) Identify potential pay compression issues and provide potential solutions.
- f) Analyze and recommend changes to the present compensation matrix and/or structure to meet the market analysis. This recommendation may include recommendations for individual positions as well.
  - Qualifications, staffing, reputation
  - Understanding of the scope of services/work
  - Demonstrated ability to meet requirements
  - Experience and expertise
  - Client/end user satisfaction
  - Quality Assurance Control Program/Policy

The consultant has obtained a City employee position analysis questionnaire/job assessment completed by City employees, obtained a comparison of job classifications and compensation with other comparable cities, and continues to evaluate the City's HR and labor policies, a

Item 5D.



# MEMORANDUM

Item 5E.

TO: Board of Commissioners  
FROM: Robin I. Gomez, City Manager  
DATE: January 22, 2025  
RE: City Information Dissemination

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## **Background**

The City of Madeira Beach provides a considerable amount of City services information through various forms mainly in digital/electronic formats/methods.

## **Discussion**

The City disseminates information in the below methods, manners, mediums, and processes – most are electronic/digital through the world wide web, email, digital signage, and a few in print:

- **City web/internet site** – all events, news, updates, department-specific work such as recreation classes/public works projects/etc.
  - <https://madeirabeachfl.gov/>
  - The City Website is the hub of communication and houses site from all departments, news posts, projects, recreation programs, and other pertinent information.
  - For Important items see the alert bar on the top of the website.
  - Most of our services can be found on the top bar of the website
  - The search bar towards the top of the page is also a great resource to find information.
  
- **City Facebook Page** – user needs to go to Facebook
  - <https://www.facebook.com/MadeiraBeachFLA/>
  - User will need to sign up for Facebook
  - Pertinent information posted: Project updates, recreation programs, permitting information, elections, events, etc.
  - We also share others posts from: Pinellas County, Pinellas County Sherriff's Office, Trash Pirates, Trash Turtles, Other Pinellas County Organizations
  - We try to post 3-4 times a day
    - More when there is a weather event
  
- **Email/Constant Contact** - requires sign-up



- <https://madeirabeachfl.gov/subscribe-for-updates/>
  - Pertinent information posted: Project updates, recreation programs, permitting information, elections, events, etc.
  - We have several categories to choose from:
    - City Manager Report, Residents, General Interest, Senior Program, Events, Hurricane Preparedness
  - Sign Up for BOC Meeting notifications:
    - <https://madeirabeach-fl.municodemeetings.com/newsletter/subscriptions>
- **City You Tube Channel** – watch live and recorded Commission and various other meetings from the present back to 2013/14 ?
    - We stream all our meeting live on Youtube via zoom.
    - Our IT Dept will then take the video and snip the dead space in the beginning and repost video to Youtube for archiving.
  - **Spectrum Cable channel 640** – watch live Commission and various other meetings
    - The City set up a free contract with Spectrum to have a government channel (640).
    - The City will stream meeting on the channel and will have a still image when a meeting is not hosted with pertinent information or the next scheduled meeting.
  - **Variable Message Boards** – mainly one on 150<sup>th</sup> Ave entering the City – we use the other 2 for special events, etc.
    - Used for special events, beach rules reminders (no dogs, no litter, pay for parking, etc.), Office Closures, Hurricane Messaging, Etc.
    - Limited in characters
  - **Digital/Electronic Sign** - 150<sup>th</sup> Ave South side in front of Marina
    - Tom R & Brian Crabtree manage sign
    - Used for Marina Info (Gas, Hours, Ship Store, Bait Etc.), City events and pertinent information with hurricanes
    - Limited space
  - **Digital/Electronic Sign** - City Hall Municipal Dr entrance/exit
    - Tom R. manages sign
    - Used for special events around town and city hall, city reminders (parking, beach rules)
    - Limited space
  - **NextDoor**
    - City of Madeira Beach Neighborhood
    - Started use in 2024

- Used for pertinent information and mirrors website post (for the most part)
    - i. Hurricane info, parking, events, office Hours/closures, projects, Etc
- **Chamber Publications**
  - On-line mostly events with some meeting notices
  - Tampa Bay Beached Chamber of Commerce annual visitor guide publication
  - The last two years we have put adds for Sea Food Fest
- **Paradise News Publication – print magazine and on-line**
  - When budget allows, we advertisement for events
  - Sometimes they will publish freelance stories about Madeira
- **Pinellas County PIO Network**
  - I send events and lately hurricane information (comfort stations, hours, facilities open)
  - City info posted on their hurricane website.
  - If there are high level job openings they will advertise through the PIO network.
- **Visit St Pete-Clearwater**
  - Advertise City Events
  - Periodically visit City for a Facebook story creating video of our area.
  - They have helped lately stating what facilities are open/closed during recovery.
- **Bulletin Boards - print**
  - Recreation manages the bulletin boards around town (prior to hurricanes, not sure what is out there now)
    - i. Winn Dixie, Dog Park, Archibald, John’s Pass Village, John’s Pass Park, City Hall
  - Mainly used for Recreation events, fitness classes other rec activities.
- **Newspapers (Beach Beacon, Gabber, Tampa Bay Times) – mostly on-line & print**
  - Mainly used for meeting advertisements and board openings, elections advertisements
- **Professional, Civic, Other Organizations** – word of mouth, sharing emails
- **City Commission & other meetings** – word of mouth, event/meeting flyers
- **City Commission & City Staff** – word of mouth, event/meeting flyers



# MEMORANDUM

Item 5F.

TO: Board of Commissioners  
FROM: Robin I. Gomez, City Manager  
DATE: January 22, 2025  
RE: City Web/Internet Site Quotes

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## **Background**

The City of Madeira Beach provides a considerable amount of City services information on its website/internet site: [www.madeirabeachfl.gov](http://www.madeirabeachfl.gov).

## **Discussion**

The City has used its current web/internet site through an outside vendor, Proud City, since at least 2021, for an annual maintenance fee of \$1,200.00. City administration at that time chose the current vendor; we did not find evidence of any quotes, options, or the issuance of a Request for Proposals (RFP) or other.

Currently, City staff in the various departments maintain (add/modify/remove) the site content.

We contacted the following firms to obtain additional information on a website redesign and annual hosting and maintenance:

1. Revize – proposal for website redesign enclosed – approx. \$23K
2. Civic Plus – submitted request – no reply as of 1-16-25 – will update at meeting
3. Dabiri Designs – phone conversation for website redesign – approx. \$15-20K, \$85/hour consulting enhance/improve existing
4. Granicus – received information after publication of agenda – will update at meeting

Enclosed is a list of various Cities in Pinellas County and their web/internet vendor/host.

## **Fiscal Impact**

Potential website redesign.

Cost of annual maintenance.

### Barrier Island and Surrounding City Website Hosts

City	City Webiste	Company Used	Company Site:
Oldsmar	<a href="https://www.myoldsmar.com/">https://www.myoldsmar.com/</a>	Civic Plus	<a href="https://www.civicplus.com/">https://www.civicplus.com/</a>
Seminole	<a href="https://www.myseminole.com/website/default.aspx">https://www.myseminole.com/website/default.aspx</a>	Network Solutions	<a href="https://www.networksolutions.com/">https://www.networksolutions.com/</a>
Treasure Island	<a href="https://www.mytreasureisland.org/">https://www.mytreasureisland.org/</a>	Revize	<a href="https://www.revize.com/">https://www.revize.com/</a>
Belleair Beach	<a href="https://www.cityofbelleairbeach.com/">https://www.cityofbelleairbeach.com/</a>	Civic Plus	<a href="https://www.civicplus.com/">https://www.civicplus.com/</a>
Belleair Shore	<a href="https://belleairshore.com/">https://belleairshore.com/</a>	DaBiri Designs LLC	<a href="https://dabiridesigns.com/">https://dabiridesigns.com/</a>
Cleawater	<a href="https://www.myclearwater.com/Home">https://www.myclearwater.com/Home</a>	Granicus	<a href="https://granicus.com/">https://granicus.com/</a>
Indian Rocks Beach	<a href="https://www.indian-rocks-beach.com/">https://www.indian-rocks-beach.com/</a>	Planeteria media	<a href="https://www.planeteria.com/">https://www.planeteria.com/</a>
Indian Shores	<a href="https://www.myindiashores.com/">https://www.myindiashores.com/</a>	Civic Plus	<a href="https://www.civicplus.com/">https://www.civicplus.com/</a>
Madeira Beach	<a href="https://madeirabeachfl.gov/">https://madeirabeachfl.gov/</a>	Proud City	<a href="https://proudcity.com/">https://proudcity.com/</a>
North Redington Beach	<a href="https://townofnorthredingtonbeach.com/">https://townofnorthredingtonbeach.com/</a>	Digital Eel	<a href="https://www.digitaleel.com/">https://www.digitaleel.com/</a>
Redington Beach	<a href="https://townofredingtonbeach.com/">https://townofredingtonbeach.com/</a>	Town Web	<a href="https://www.townweb.com/">https://www.townweb.com/</a>
Redington Shores	<a href="https://townofredingtonshores.com/">https://townofredingtonshores.com/</a>	DaBiri Designs LLC	<a href="https://dabiridesigns.com/">https://dabiridesigns.com/</a>
St Pete Beach	<a href="https://www.stpetebeach.org/">https://www.stpetebeach.org/</a>	Civic Plus	<a href="https://www.civicplus.com/">https://www.civicplus.com/</a>
St. Pete	<a href="https://www.stpete.org/">https://www.stpete.org/</a>	Revize	<a href="https://www.revize.com/">https://www.revize.com/</a>
Gulfport	<a href="https://mygulfport.us/">https://mygulfport.us/</a>	Site Ground	<a href="https://www.siteground.com/">https://www.siteground.com/</a>
Largo	<a href="https://www.largo.com/">https://www.largo.com/</a>	Revize	<a href="https://www.revize.com/">https://www.revize.com/</a>
Safety Harbor	<a href="https://www.cityofsafetyharbor.com/">https://www.cityofsafetyharbor.com/</a>	Civic Plus	<a href="https://www.civicplus.com/">https://www.civicplus.com/</a>
Dunedin	<a href="https://www.dunedingov.com/Home">https://www.dunedingov.com/Home</a>	Granicus	<a href="https://granicus.com/">https://granicus.com/</a>
Pinellas Park	<a href="https://www.pinellas-park.com/">https://www.pinellas-park.com/</a>	Civic Plus	<a href="https://www.civicplus.com/">https://www.civicplus.com/</a>

**From:** [Richard Jones](#)  
**To:** [VanBlargan, Clara](#)  
**Subject:** Hey Clara - Attached Website Information | CivicPlus  
**Date:** Wednesday, January 15, 2025 9:29:28 AM  
**Attachments:** [image001.png](#)  
[Madeira Beach FL Website Executive Summary - CivicPlus.pdf](#)

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

Hey Clara,

Attached to this email is the Website Executive Summary we reviewed. This document highlights how CivicPlus will help, included functionality, timeline to implement, and pricing for both Website Design Options (Standard & Custom), AudioEye (Website Accessibility Tool), SeeClickFix (Citizen Requests Tool), and CivicSend (Newsletter Creation Tool)

In addition to the above, below are the design example portfolios.

- **Standard Design Portfolio** - <https://cp-design.civicplus.com/153/Standard-Website-Examples>
- **Custom Design Portfolio** - <https://cp-design.civicplus.com/154/Premium-Website-Examples>

I appreciate you speaking with me yesterday. The attached document will allow your Commissioners to click through. As you're reviewing the attached information and have thoughts, questions, or ideas before your Commissioners meeting next week, feel free give me a call directly 785.323.4713.

Hope the day is off to a strong start.

Thank You,

**Richard L Jones**

Solutions Advisor • **CivicPlus**

P: 785.323.4713

[CivicPlus.com](https://CivicPlus.com)



Powering and Empowering Government

**From:** [Richard Jones](#)  
**To:** [VanBlargan, Clara](#)  
**Subject:** RE: Hey Clara - Florida Cities | CivicPlus  
**Date:** Wednesday, January 15, 2025 12:18:13 PM  
**Attachments:** [image001.png](#)

---

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

Hey Clara,

Absolutely! That list is below. We work with and have helped around 190+ Florida Cities.

Suwannee River Water Management District FL  
Tamarac FL  
Tavares FL  
Temple Terrace FL  
Tequesta FL  
The Center at Deltona FL  
Umatilla FL  
Valparaiso FL  
Vero Beach FL  
Wakulla County Sheriff's Office FL  
Walton County FL  
WaterColor Community Association FL  
Wauchula FL  
Welaka FL  
Westlake FL  
West Melbourne FL  
White Springs FL  
Wildwood FL  
Winter Garden FL  
Winter Springs FL  
Zolfo Springs Town FL  
Pembroke Pines Charter Schools FL  
Pembroke Pines FL  
Pembroke Pines Intranet FL  
Pensacola FL  
Perry FL  
Plant City FL  
Polk City FL  
Polk County Clerk FL  
Pomona Park FL  
Port Richey FL  
Quincy FL  
Rockledge FL  
Royal Palm Beach FL  
Safety Harbor FL  
Saint Augustine Beach FL

Saint Augustine Community Redevelopment Agency FL  
Saint Pete Beach FL  
Santa Rosa County FL  
Santa Rosa Island Authority FL  
Schott Communities FL  
Sebring FL  
Seventh Circuit State Attorney's Office FL  
Shalimar FL  
Solid Waste Authority of Palm Beach County FL  
South Bay FL  
South Palm Beach FL  
South Walton Fire District FL  
Springfield FL  
St. Leo FL  
St. Lucie County Fire District FL  
St. Lucie County Sheriff FL  
St. Lucie County Tax Collector FL  
St. Lucie County Treasure Coast Hospice FL  
Stuart FL  
Sumter County FL  
Nassau County Animal Shelter FL  
Nassau County FL  
Nassau County Parks and Recreation FL  
Neptune Beach FL  
Newberry FL  
North Miami Beach CRA FL  
North Palm Beach FL  
Oakland FL  
Ocoee CRA FL  
Ocoee FL  
Oldsmar FL  
Opa Locka Parks and Recreation FL  
Orchid FL  
Oviedo FL  
Pahokee FL  
Palatka FL  
Palm Beach FL  
Palmetto Bay FL  
Palmetto FL  
Palmetto Police Department FL  
Palm Shores FL  
Palm Springs FL  
Panama City FL  
Panama City Leisure Services FL  
Parkland FL  
Monroe County EMS & Fire FL  
Monroe County FL  
Monroe County State Attorney's Office FL  
Marianna Health and Rehab Center FL  
Martin County Clerk of the Circuit Court FL

Martin County Sheriff's Office FL  
Melbourne Beach FL  
Miami Springs FL  
Milton FL  
Minneola FL  
Howey-in-the-Hills FL  
Hypoluxo FL  
Indialantic FL  
Indian Hills Golf Course FL  
Indian Shores FL  
Indiantown FL  
Inverness FL  
Juno Beach FL  
Jupiter Inlet Colony FL  
Jupiter Island FL  
Keystone Heights FL  
Lady Lake FL  
Lake Alfred FL  
Lake City FL  
Lake Clarke Shores FL  
Lake Hamilton FL  
Lake Wales Library FL  
Lake Wales Police Department FL  
Lakewood Ranch FL  
Lantana FL  
Lehigh Acres Fire Control and Rescue District FL  
Lehigh Acres Municipal Services Improvement District FL  
Lighthouse Point FL  
Lynn Haven FL  
Malabar FL  
Manalapan FL  
Mangonia Park FL  
Edgewood FL  
Escambia County Clerk FL  
Fellsmere FL  
Flagler Beach FL  
Florida Keys Aqueduct Authority FL  
Fort Myers FL  
Fort Pierce City Marina FL  
Fort Pierce Housing Authority FL  
Fort Pierce Police Department FL  
Fort Walton Beach FL  
Fort White FL  
Fruitland Park FL  
Glen Ridge FL  
Golf FL  
Graceville FL  
Grant-Valkaria FL  
Greenacres FL  
Green Cove Springs FL



Groveland FL  
Haines City FL  
Haverhill FL  
Hawthorne FL  
Highland Beach FL  
High Springs FL  
Hilliard FL  
Hillsboro Beach FL  
Hillsborough County Intranet FL  
Holly Hill FL  
Crestview FL  
Crystal River FL  
Altamonte Springs FL  
Anna Maria FL  
Archer FL  
Atlantic Beach FL  
Ave Maria Utility Company FL  
Avon Park FL  
Barefoot Bay Recreation District FL  
Barton Russell Group FL  
Bay County FL  
Belleair Beach FL  
Belleair Bluffs FL  
Belleair FL  
Belle Glade FL  
Belle Isle FL  
Bellevue FL  
Boca Raton Downtown FL  
Boca Raton FL  
Bonifay FL  
Brooksville FL  
Bunnell FL  
Callaway FL  
Casselberry FL  
Century FL  
Century Village East FL  
Children's Trust of Alachua County FL  
Chipley FL  
Citrus County Clerk of Courts FL  
Clermont FL

Hope the day is moving along smoothly so far.

Thank You,

**Richard L Jones**

Solutions Advisor • **CivicPlus**

P: 785.323.4713



Powering and Empowering Government

---

**From:** VanBlargan, Clara <cvanblargan@madeirabeachfl.gov>  
**Sent:** Wednesday, January 15, 2025 9:41 AM  
**To:** Richard Jones <rjones@civicplus.com>  
**Subject:** RE: Hey Clara - Attached Website Information | CivicPlus

Thank you.

Please reply to this email with a list of all the Florida cities that have the Civic Plus website.

Thank you.

Clara

---

**From:** Richard Jones <rjones@civicplus.com>  
**Sent:** Wednesday, January 15, 2025 9:29 AM  
**To:** VanBlargan, Clara <cvanblargan@madeirabeachfl.gov>  
**Subject:** Hey Clara - Attached Website Information | CivicPlus

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

Hey Clara,

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Thank You,

## Richard L Jones

Solutions Advisor • **CivicPlus**

P: 785.323.4713

[CivicPlus.com](http://CivicPlus.com)



Powering and Empowering Government

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

# City of Madeira Beach, FL



## Executive Summary

---

HELPING LOCAL GOVERNMENT INFORM, ENGAGE & PROTECT THEIR CITIZENS

---



Our viewpoint

Item 5F.

As the recognized leader in GovTech, we have a **pulse** on what it takes for Local Government Impact in this next era



<b>10k+</b> customers	<b>100k+</b> public servants	<b>340M+</b> residents	<b>50</b> states	<b>6</b> provinces	<b>25</b> years
--------------------------	---------------------------------	---------------------------	---------------------	-----------------------	--------------------



# How We'll Help

Item 5F.

- Promote Transparency for Residents, Visitors, Businesses & Elected Officials
- A Research Based Design w/ Strong Internet Presence
- Strategic Partnership
- Sharing Nationwide Community Insight
- Beautiful UX/UI Navigation Experience for all users
- Encourage Municipal Economic Development
- Website Flexibility. Growing as the City Grows
- Multiple Calendars and Events
- Easily Handled by Small Staff
- Email & Text Notifications & Alerts on the Website
- Embed Social Media Platforms
- Multiple Software Options for other Departments
- Accessible on Any Device
- FREE Ongoing Support & Website Training





# CivicPlus Can Help In Many Ways...



PIO



Clerk



Public Works



Rec Dir



IT

## Unified Portal: Delightful Resident Experience

single interface | single profile | personalized dashboard | frictionless self-service

## Solution Breadth: Unmatched End-to-End Efficiency

automation and workflows | in and across departments | superior staff experience

Municipal Websites

Web Accessibility

Mass Notification

Social Media Archiving

Agenda and Meeting Management

Codification

Open Records Request

Process Automation

Recreation Management

311 CRM

Community Development

...

## Shared Platform: Extensible Foundation

single sign on | security | scalability | governance | payments | search | mobile | AI chatbots | APIs



# Trusted Partner Services for Civic Impact

## Implementation

Proven methodology across thousands of clients

Goals-based planning with a phased delivery approach

Dedicated CSM to ensure continuity and success

Training to drive adoption and efficiency

## Optimization

Designated account manager to optimize interna/external engagement

Gap analysis, expansion planning, grow and scale services

Tool consolidation, cross-product synergy

Alignment and business reviews to track progress and outcomes

## Advisory

Award-winning technical support team, 24/7 access

Professional and legal services for ongoing guidance

Expertise from the experts: former civic leaders with decades of experience







# Purpose Built Website Design - Goals

## 1. Stunning Design

- A site that reflects the uniqueness and beauty of your community
- A site that fosters pride

## 2. Resident Self-Service Capabilities

- Industry-Leading Search Functionality
- Email & Text subscriptions
- 2-Click Navigation Methodology

## 3. Easy to Use for Staff

- No Web Experience Needed - Easy for staff with varying levels of IT experience to make content-rich updates
- Time-Saving - integrations with core solutions
- Future Proof - As you grow and your priorities evolve, our solutions will scale with you to optimize efficiency, transparency, and resident engagement capabilities



# Purpose Built Website Design - Features

Item 5F.

## Included Features

- Responsive Mobile Friendly Design
- Graphic Links
- Advanced Page Editor
- Staff Directory
- Best-in-Class Predictive Search Engine
- Social Media Integration
- Photo Album Slideshows
- Google Maps Integration
- Document Center
- Image auto-scaling and resizing
- Site Metrics (Google Analytics)
- Scheduled Publish On/Off Dates
- Unlimited User Logins
- Unlimited Content Creation
- Live Page Word-like WYSIWYG Editor
- NotifyMe (Email & Text Subscriptions)
- Private Pages
- YOU OWN RIGHTS TO ALL YOUR DATA
- Unlimited Online Fillable Forms
- Emergency Alerts
- Newsflash
- Agendas Center/Minutes/Videos
- Event Calendar
- Page Versioning / Audit Trail
- Latest News / Press Releases
- Anti-Spam Controls
- Email Harvesting Protection
- Broken Link Finder
- Dynamic Sitemap
- Support for Windows, Mac, Linux
- Video Integration (YouTube, Vimeo, etc.)
- Organization/Staff Directory
- Frequently Asked Questions (FAQs)
- Share This Button (Facebook/Twitter)
- Secure Pages / SSL
- Printer-Friendly Pages

## Add-On Features

- Facilities Reservations
- Online Activities Registrations
- Archive Center
- Bid Postings
- Blog Module
- Jobs Module
- Opinion Polls
- Real Estate Locator
- 311 Citizen Requests (SeeClickFix)
- CivicSend – Newsletter Creation Module
- Specialty Sub-Site Graphic Designs
- Integrable CivicPlus Chatbot



# Purpose Built Website Design - Differentiators

Item 5F.

- **1) ADA Compliance (WCAG 2.1 AA)**
  - Style-Guide and HTML Structure
  - Trusted for Compliance and Security
  - + More Web Governance and Compliance Services Available: [AudioEye](#) or [Acquia Optimize](#)
- **2) Full Suite of Products Designed to Empower Staff and Delight Residents**
  - Best-of-Breed, easy-to-use, integrated solutions built to enable a one-stop, frictionless, and personalized resident experience
- **3) Industry-Leading Predictive Search Capabilities**
- **4) Integration (Third-Party + Key CivicPlus Software Integrations)**
- **5) Easy Web Page Authoring. Drag & Drop Content Creation – No Technical Expertise Needed**
- **6) Customer Service and Award-Winning Support**
  - You will be well-trained before going live via. FREE support resources available
  - 24/7 Technical Support and Knowledge Management Team
  - Support Access by Phone, Email, Online Helpdesk, Online Help Chat
  - Customer Success Manager Remains in Regular Touch with You Throughout the Life of Your Website



# Approach & Project Timeline

9 – 12 Weeks



1

## Initiate

### PROJECT KICKOFF MEETING

Review deliverables, outline process, assign action items

Item 5F.



2

## Analyze

### DESIGN & ARCHITECTURE

Discuss design preferences and vision



3

## Site Implementation

### IMPLEMENT DESIGN

Design is created, reviewed and approved in JPG format



4

## Content Development

### DEPARTMENT SPECIFIC MODULES AND CONTENT

Migrate webpages, documents, and files



5

## Educate

### USER TRAINING

CivicCMS will provide system training to empower users with the skills needed to maintain the website.



6

## Launch

### WEBSITE LAUNCH

The new website is scheduled to be made available to the public on the live domain name.

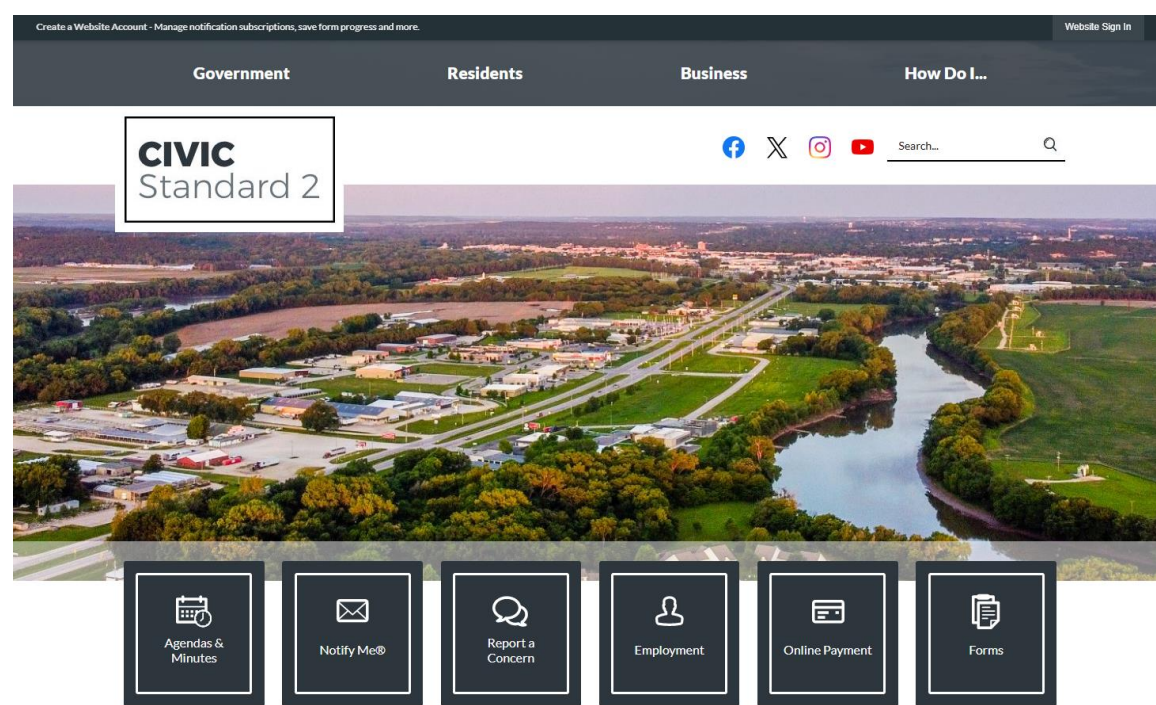
# Standard Design (Templated)

- Template Design ([5 Options](#))
- 11+ Modules
- Hosting & Security
- 150 Pages of Content Migration
- Group Website Training
- [AudioEye Accessibility Tool](#)\*

**One-Time Development: \$1,000**

**Annually: \$7,169\***

\*Includes AudioEye Accessibility at \$2,500 Annually



Item 5F.



85

Item 5F.

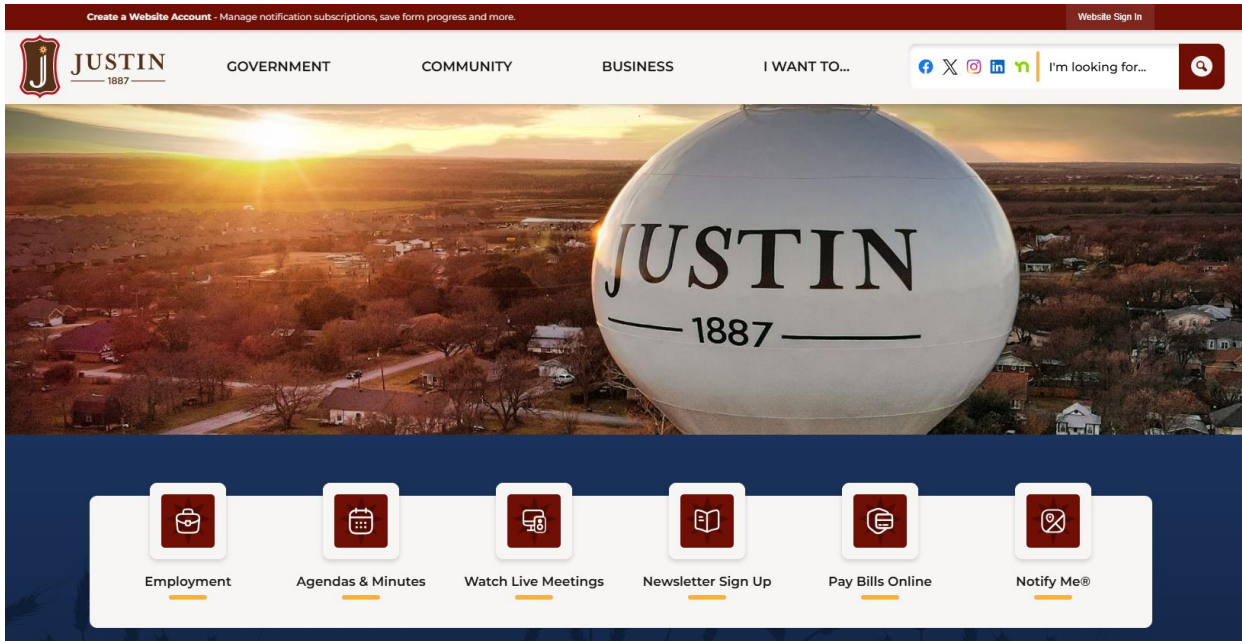
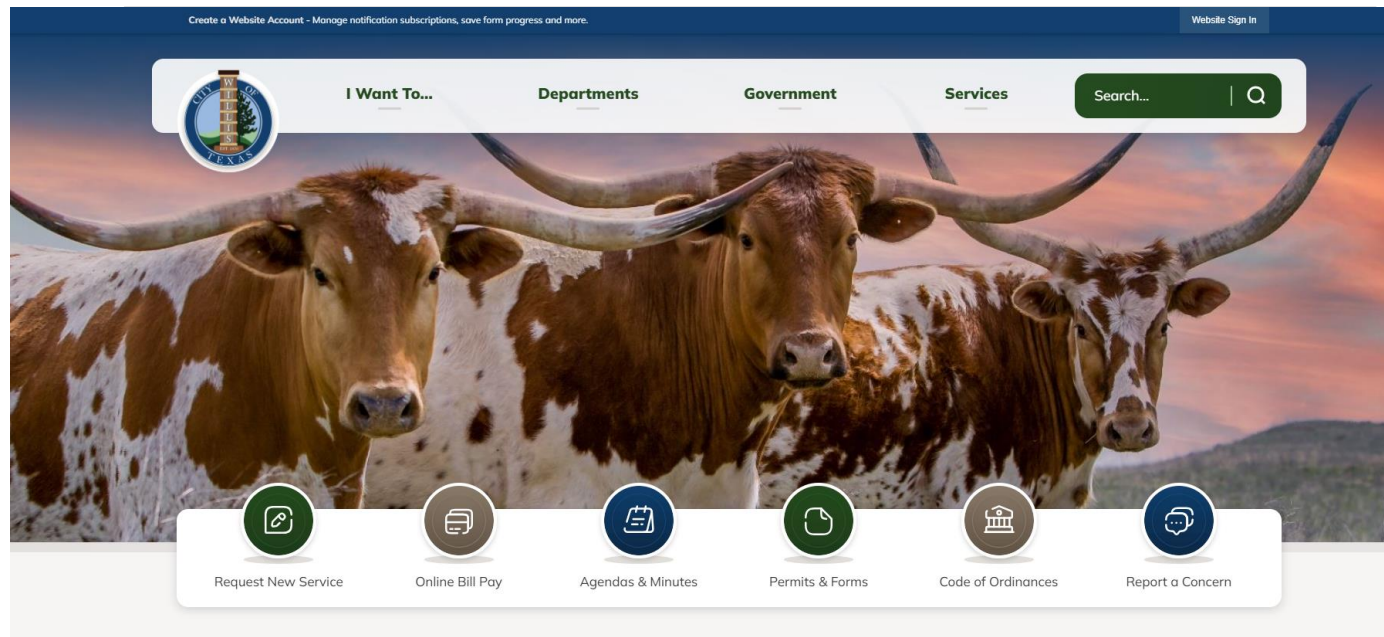
# Ultimate Design (Custom)

- [Custom Design](#) (1 Advanced Design)
- 11+ Modules
- Hosting & Security
- 150 Pages of Content Migration
- Live Individual Website Training
- [AudioEye Accessibility Tool](#)\*

**One-Time Development: \$2,000**

**Annually: \$7,852\***

\*Includes AudioEye Accessibility at \$2,500 Annually



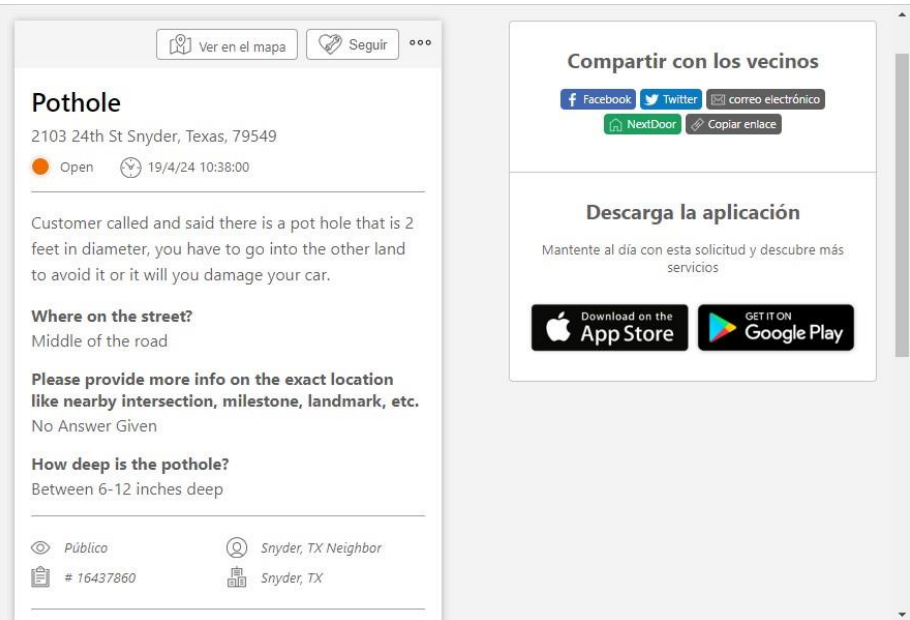
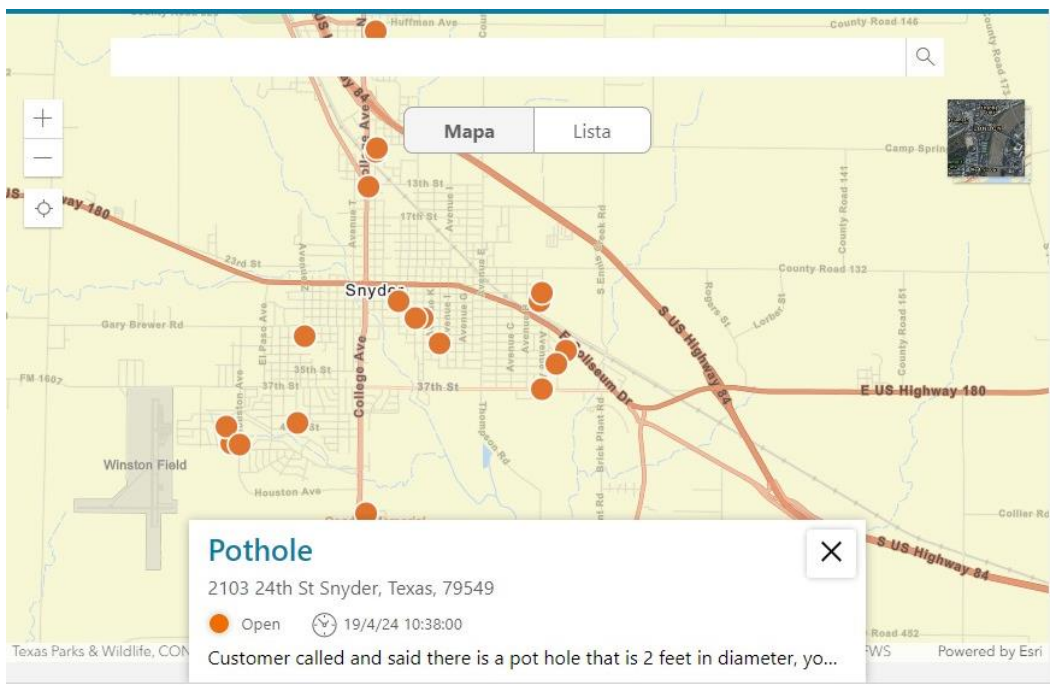
# SeeClickFix

## 311 Citizen Requests

- Unlimited User Licenses
- Intake Citizen Submissions via Mobile App
- Assign Requests Internally
- Mitigate Duplicate Requests
- Resolve Issues & Measure Performance
- Virtual Platform Training
- Included Online Support

One-Time Development: N/A

Annually: \$5,000



# CivicSend

## Powerful Newsletter Creation Tool

- Create Variety of Communications
- Track and Measure Response Rates
- Customizable Newsletter Templates
- Post All Sent Communications On Your Website
- Send Communications by Email, Text, Social Media, and Website
- Single Point Access for All Communication Channels

**One-Time Development: \$750**

**Annually: \$2,374**

### Step 1 | Select

Item 5F.

Develop your own custom message with CivicSend.

1. Begin with a descriptive subject.
2. Select your desired communication channels.
3. Choose the type of message you want to send.
4. Decide who you want to send it to.
5. Select the sender name.

That's it!

You're on your way.

Subject \*

Type your subject here, keep it short...

Channels \*

How do you want to send your message? Select one or more communication channels.



EMAIL



SMS/TEXT



FACEBOOK



TWITTER

Message Type \*

What kind of message do you want to send? Select whether you want to use a template (for visually rich messages) or send a quick message (text only).

TEMPLATE

QUICK MESSAGE

Subscriber List \*

Who do you want to send to? Select one or more lists (necessary for email and text messages only). You may also [create a new list](#), if desired. Please note that adding, removing, or modifying a list in other modules may require up to 15 minutes to take effect.

Customize your settings by allowing messages to be sent by Text, Facebook and Twitter. You can allow one or all three by checking the box for each one.

- Enable Text Message Channel**  
Allows users to send a message via text message
- Enable Facebook Channel**  
Allows users to post a message to Facebook
- Enable Twitter Channel**  
Allows users to send a message via Twitter

Each template-based message will include copyright text in the footer of your message. You can customize the copyright text to be specific to your organization.

Copyright Text

Copyright © 2016 Civic Center. All Rights Reserved.



# Thank You



Richard L Jones  
Solutions Consultant



785-323-4713



302 South 4th Street, Suite 500  
Manhattan, Kansas 66502



[www.civicplus.com](http://www.civicplus.com)





**MEMORANDUM**

TO: Board of Commissioners  
FROM: Robin I. Gomez, City Manager  
DATE: January 22, 2025  
RE: Grant Writing

---

**Background**

The City of Madeira Beach has obtained various grants and will continue to pursue other grants for a variety of City services and capital equipment and uses.

**Discussion**

The City will continue to research, solicit, coordinate, collaborate, apply, and ultimately look to be awarded numerous grant opportunities to help fund various operational and capital equipment, projects, and services.

Various City staff in collaboration with outside engineering firms, professional organizations, legislative delegations, and others have applied and received various grant awards for:

1. Fire Equipment
2. Road/Street Projects
3. Stormwater resiliency
4. Beach maintenance/enhancements

Future Grant Funding:

1. Rebuilding MB – stormwater resiliency
2. Road/Street Projects
3. PW Building
4. Dog Park
5. Recreation Capital
6. Utility Undergrounding

The City will continue to apply for grants and work with additional collaborators for industry and general grant funding, including but not limited to:

1. Engineers of Record
2. FL League of Cities
3. City’s Lobbyist and their partner, GrantWorks
4. City’s Master Plan firm – Kimley Horn
5. Local Government-related partners: Tampa Bay Regional Plan Council, etc
6. Professional Organizations: FRPA, ICMA, SHRP, APA

7. Other Governments: NOAA, DOT, Grants.gov, etc
8. Private Foundations

In addition to the above, City staff will look to incorporate outside grant writing expenses into the grant (administrative costs) whether as a retainer or an hourly cost.



WHO WE SERVE

SERVICES

WHO WE ARE

CAREERS

INSIGHTS

CELEBRATING 45 YEARS!

# Building Our Nation's Communities: We Are GrantWorks.

We improve quality of life by delivering stronger, smarter, and more resilient communities.

LEARN MORE





## MEMORANDUM

**Date:** Jan 22, 2025  
**To:** Board of Commissioners  
**From:** Robin I. Gomez, City Manager  
**Subject:** PRESENTATION BY SHUMAKER ADVISORS – JIM TAYLOR

### **Background**

The City has utilized the professional services of Shumaker Advisors for State of Florida lobbying consulting and government relations for the past few years. Mr. Jim Taylor, Vice President with Shumaker will introduce himself and provide an overview of the firm's services as we head into the 2025 legislative year.

### **Discussion**

The City has been utilizing the services of Shumaker Advisors, a Tampa, FL, firm, to provide professional lobbying services for State of Florida executive and legislative branch matters including favorable municipal legislation and funding for specific capital projects.

In the past few years the City received two (2) grants totaling \$2.556 Million for John's Pass waterway dredging and road resurfacing projects mainly through the work performed by Shumaker Advisors, as well as funding for the Beach Groins refurbishment and seawall repairs. The City will again in the 2025 State legislative session seek funding for capital projects including:

- a. Flooding & Resiliency Mitigation
- b. Roads & Streets, Area 9
- c. Public Works/1<sup>st</sup> Responder Building
- d. Other

The City has and continues to be very pleased with Shumaker's performance.



**PRIORITIES:**

**Affordable Housing**

The Florida League of Cities SUPPORTS legislation that allows for a collaborative approach that balances the pressing needs for affordable and workforce housing while respecting the ability of local governments to effectively manage growth to ensure developments align with the character, capabilities and resources of each community.

**Electric Vehicles**

The Florida League of Cities SUPPORTS legislation that ensures all vehicles, regardless of fuel type, contribute fairly to the funding of Florida’s transportation infrastructure, which will allow cities to maintain safe and reliable roads for all residents.

**Enterprise Fund Transfers and Extraterritorial Surcharges**

The Florida League of Cities SUPPORTS preserving municipal authority over utility revenues and the ability to realize a reasonable rate of return on utility assets. Legislation should honor current practices, existing contracts, utility operation and maintenance costs, service territory obligations and revenues obligated for debt service and planned projects.

**Property Taxes**

The Florida League of Cities SUPPORTS the levy of property taxes by municipalities to provide critical services such as infrastructure, police, fire and emergency services. Further changes or exemptions to the property tax system and tangible personal property taxes would create inequities and unfairly shift the tax burden onto families, homeowners, renters, businesses and our most vulnerable population.

**Sovereign Immunity**

The Florida League of Cities SUPPORTS preserving reasonable sovereign immunity liability caps for municipal governments to protect taxpayer funds and ensure delivery of public services.

**POLICY POSITIONS:**

**Annexation**

The Florida League of Cities SUPPORTS legislation that facilitates the municipal annexation of unincorporated areas in a manner that respects municipal boundaries, protects private property rights and encourages cooperation between municipal and county governments.

**Impact Fees**

The Florida League of Cities SUPPORTS protecting municipal authority to set impact fees that safeguard existing taxpayers from incurring additional infrastructure costs.



**Local Business Taxes**

The Florida League of Cities SUPPORTS preserving municipal ability to collect local business taxes in order to foster economic growth, ensure public safety, deliver emergency services and drive community development.

**One Water**

The Florida League of Cities SUPPORTS the state legislature’s endorsement of One Water policies that seek to enhance integration between different water systems while maintaining local flexibility.

**Public Safety Recruitment and Retention**

The Florida League of Cities SUPPORTS legislation and funding to enhance recruitment and retention of municipal public safety personnel, which will help communities maintain effective emergency response and public safety services.



# MEMORANDUM

**Date:** January 22, 2025  
**To:** Board of Commissioners  
**From:** Robin I. Gomez, City Manager  
**Subject:** UPDATE ON JOHN'S PASS DREDGING - PRESENTATION

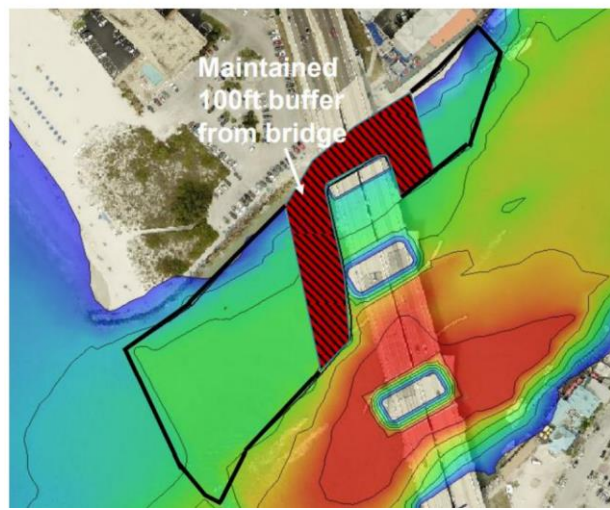
## Background

The City has been utilizing the Pinellas County Professional Coastal Management Environmental Consultant, Aptim Environmental & Infrastructure, Inc, for the initial design and permitting process for the John's Pass Dredging Project. Nicole Sharp with Aptim will be providing a brief update on the project.

## Discussion

The City was awarded a \$1.556 Million grant by the 2022 Florida Legislature, through the Florida Department of Environmental Protection, FDEP, (available until June 30, 2025), to assist with the dredging of a section of the John's Pass channel/waterway, more specifically an approximate 1.6 acres area on the northern side of the channel/waterway adjacent to a FDOT right-of-way, City property, and private property to the east (as more specifically identified in the enclosed Project Description documentation). The multi-year project will require the coordination of various permits including the Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (FDEP), and the US Army Corps of Engineers (USACE), as well various partner agencies, and private property owners.

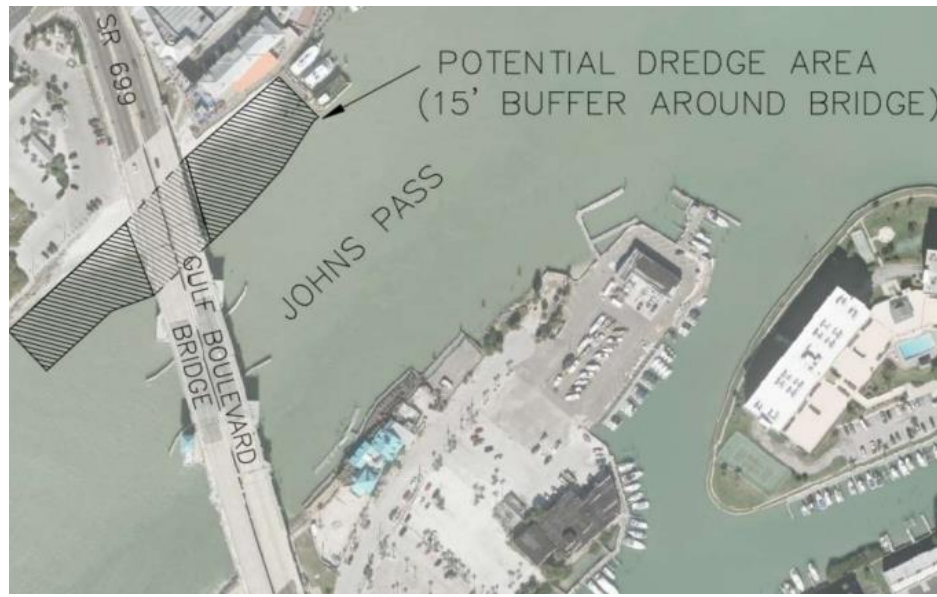
John's Pass Inlet Proposed Area to be Dredged – black outline





## Project Location and Site History

Johns Pass connects Boca Ciega Bay to the Gulf of Mexico in southwest Pinellas County (Figure 1). Since the mid-1990's to present, the City of Madeira Beach has experienced increased sedimentation along the northern side of the channel within Johns Pass. The sedimentation is likely attributed to alongshore sediment transport of sand moving north to south, which becomes entrained via tidal currents along the updrift bank of the inlet. The project area stretches approximately 670 linear feet on the northern side of Johns Pass channel adjacent to the Gulf Boulevard Bridge (State Road 699) (Figure 2). FDEP Permit No. 0270453-001-JC, issued in 2010, suggests that maintenance dredging has occurred in the channel at Johns Pass.



## Project Purpose and Goals

The Johns Pass Dredging Project was designed with 2 goals:

1. To restore access to adjacent marinas.
2. To remove the excess sediment from the referenced area

## Proposed Activity

To mitigate for the sedimentation on the north side of Johns Pass, it is the City's desire to dredge this area to restore access to adjacent marinas and remove the excess sediment from the Pass. The proposed dredge footprint, shown in Figure 2, is approximately 1.61 acres. The project area is located under and adjacent to the Gulf Boulevard Bridge. The Florida Department of Transportation (FDOT) has authorized dredging around the Gulf Boulevard Bridge and specified a 15-foot buffer between the dredge template and the bridge pilings and footings. The seaward limit of the dredge area ranges from approximately 102 to 140 feet from the marina boardwalk. The minimum distance from the dredge template to the federal navigation channel is 121 feet. The dredge template is shown in detail in the Permit Drawings (Attachment #2). The template has a proposed dredge depth that ranges from -10 to -12.7 feet NAVD, with a 2-foot overdredge



## MEMORANDUM

allowance. An approximate volume of 12,897 cubic yards will be removed from the channel. Side slopes will be cut at 1 vertical foot to 5 horizontal feet. The dredged material will be dewatered in the City-owned parking lot north of Johns Pass. The material will be disposed of in an upland location to be coordinated with the City of Madeira Beach and Pinellas County. After the initial project completion, periodic maintenance dredging may be required if sedimentation reoccurs in the project area.

City officials were notified in June 2022 that the Florida Legislature appropriated, just over \$1.5 million to help fund the project (Governor signed budget approving appropriation). In October 2022, the City contracted with Aptim Environmental (the Pinellas County coastal contractor) to manage the project specifically to obtain all requisite permits.

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

In December 2023, FDOT approved State right-of-way permit with the DEP and USACE permits still in progress by Aptim.

In March 2024, City requested an extension of the State appropriation funding through June 30, 2025.

Aptim submitted all remaining completed permits to the USACE and the FDEP by July 2024. Follow-up comments received in August and September were completed by Aptim with the next on-site review by FDEP occurred on Jan 14, 2025, with FDEP to send a report by the week of Jan 21, 2025.

Permits should be completed by February to April 2025 with a bid issuance shortly after that would complete the dredging by June 2025.



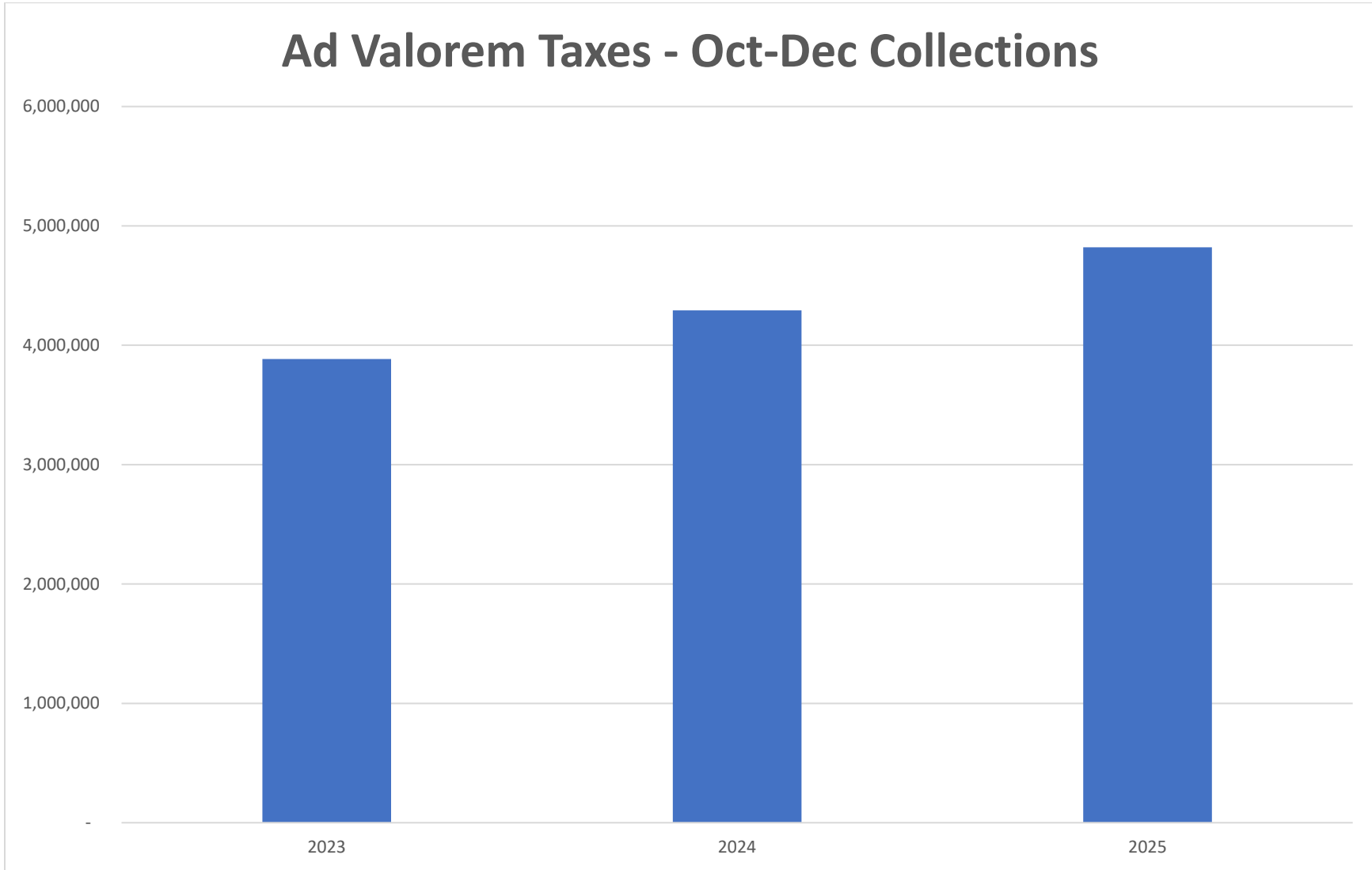
# **Q1 FY 2025 FINANCIAL PRESENTATION**

**January 22, 2025**

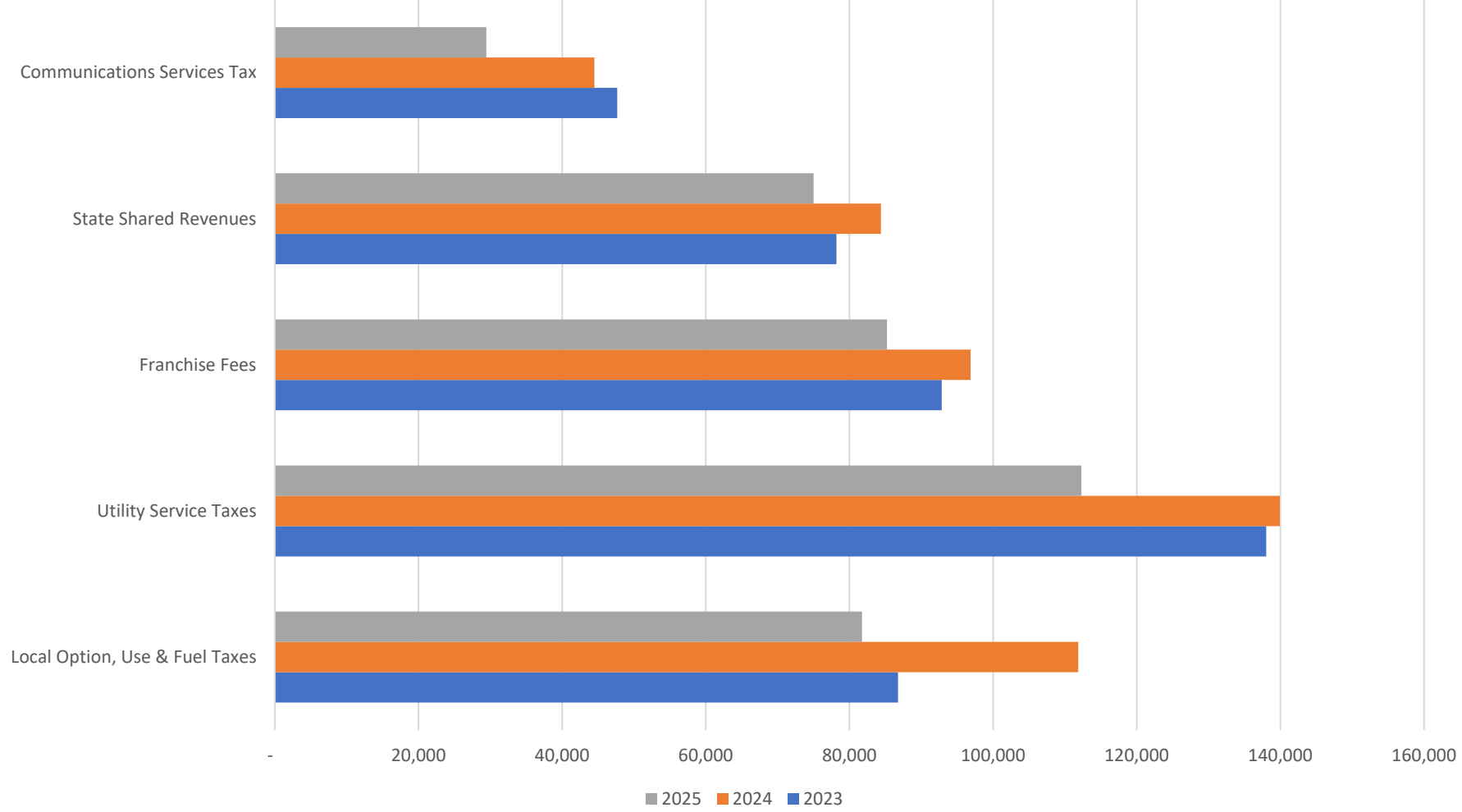
# **PRESENTATION AGENDA**

- I. Revenue & Expense Analysis – Q1 FY 2025**
  
- II. YTD Hurricane Related Expenses**
  
- III. Damage Assessment – Current Status**
  
- IV. Q&A**

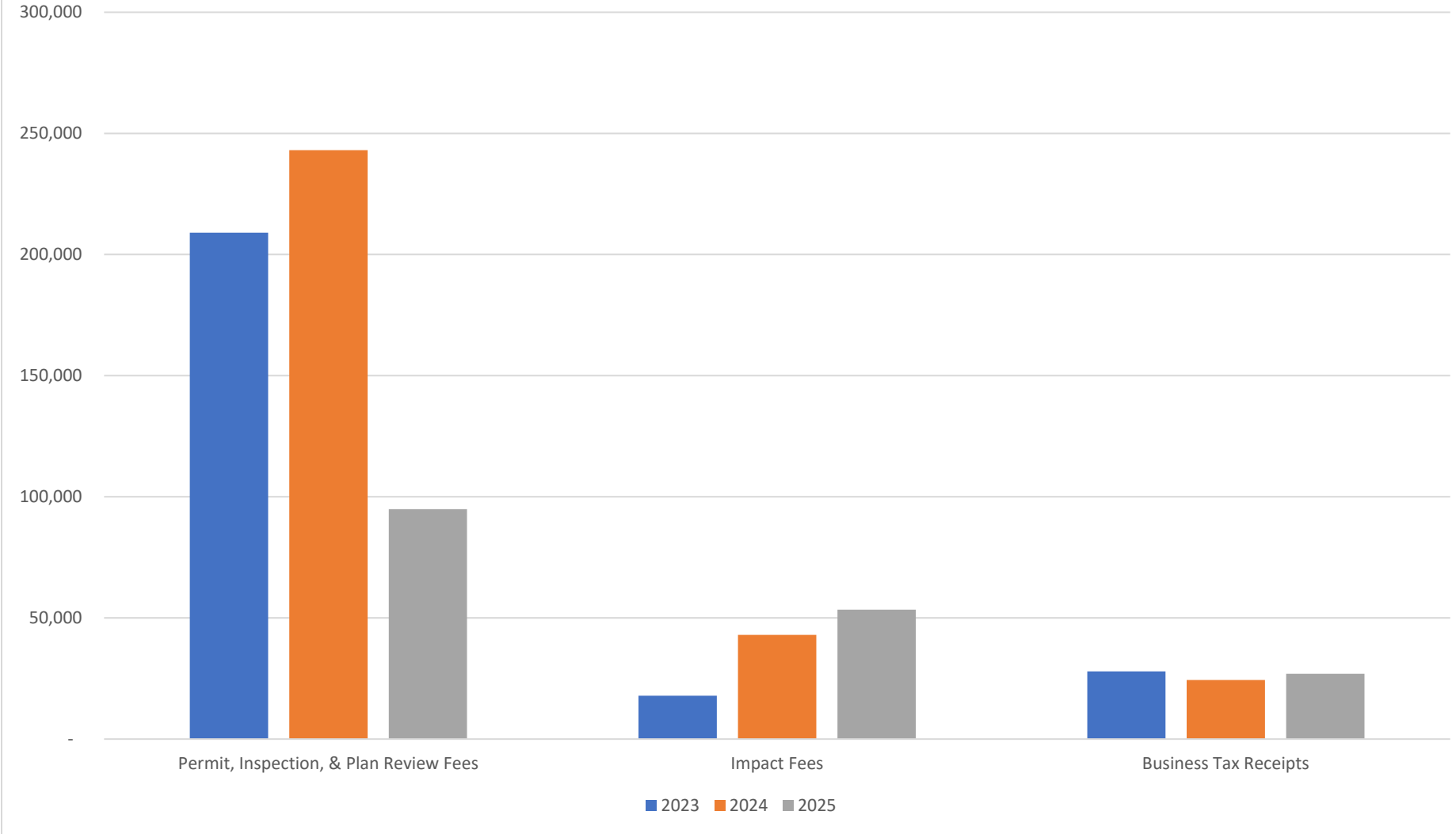
# Q1 FY 2025 Revenue Comparison – FY 2023, FY 2024, FY 2025



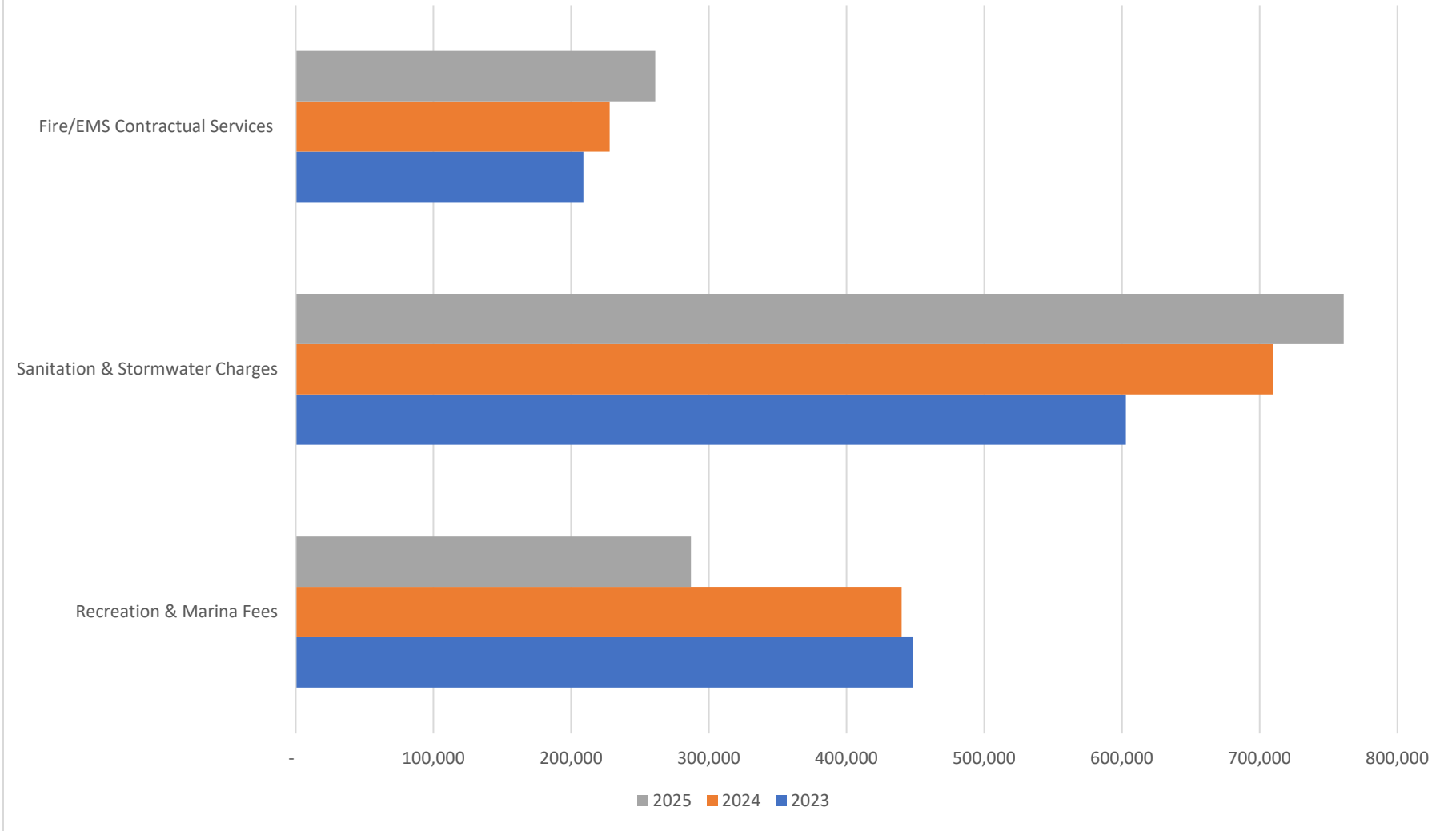
### Non-Exchange Revenues - Other Taxes, Franchise Fees, State Shared Revenues: Oct & Nov



# Building & Planning Revenues: Oct-Dec Collections

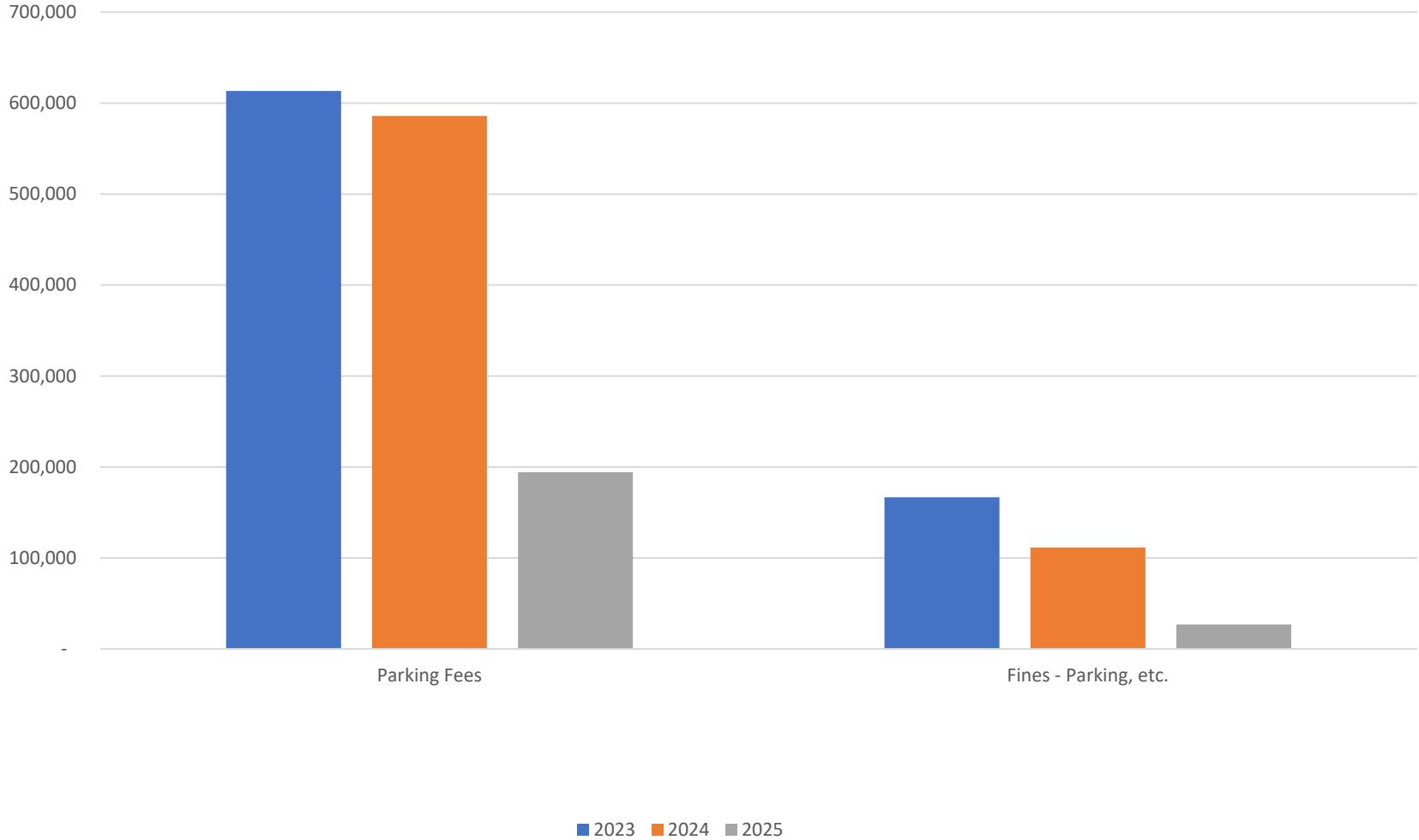


# Fees for Services: Oct-Dec Collections





# Parking Related Revenues: Oct-Dec Collections



### October - December Revenue Comparison – Detailed List FY 2023, 2024, 2025

Revenue Type	Oct-Dec 2023	Oct-Dec 2024	Oct-Dec 2025
Ad Valorem Taxes	3,884,936	4,292,713	4,821,155
Interest & Other Earnings	290,346	538,820	350,648
Permit, Inspection, & Plan Review Fees	209,030	243,093	94,906
Impact Fees	17,886	42,992	53,431
Business Tax Receipts	27,928	24,377	26,969
Recreation & Marina Fees	448,438	440,016	287,000
Sanitation & Stormwater Charges	602,806	709,575	761,003
Fire/EMS Contractual Services	208,869	227,979	261,052
Parking Fees	613,361	585,987	194,239
<b>Total:</b>	<b>6,303,600</b>	<b>7,105,553</b>	<b>6,850,403</b>
<b>% Change</b>		<b>13%</b>	<b>-4%</b>

### October - November Revenue Comparison – Detailed List FY 2023, 2024, 2025

Revenue Type	Oct-Nov 2023	Oct-Nov 2024	Oct-Nov 2025
Local Option, Use & Fuel Taxes	86,754	111,851	81,751
Utility Service Taxes	138,016	139,926	112,294
Franchise Fees	92,850	96,861	85,214
State Shared Revenues	78,183	84,380	75,004
Communications Services Tax	47,666	44,482	29,441
<b>Total:</b>	<b>443,470</b>	<b>477,499</b>	<b>383,703</b>
<b>% Change</b>		<b>8%</b>	<b>-20%</b>

# Budget Versus Actual Analysis – Expenses By Department

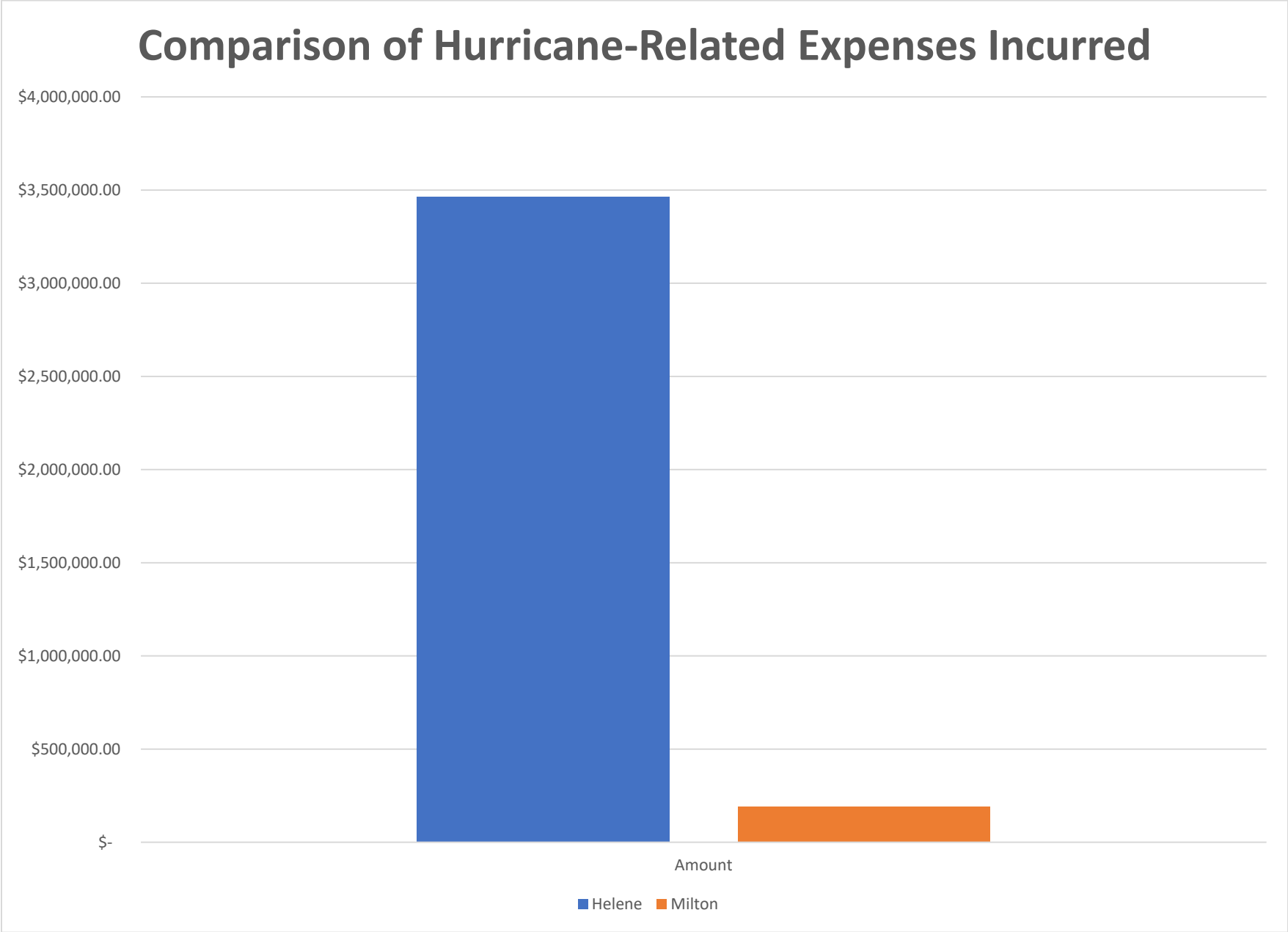
Department Name	Current Budget	Actual YTD	Outstanding Encumbrances YTD	Remaining Available Balance	% Available	Tickmark
Archibald	4,525,250	457,813	2,061,147	2,006,290	44.34%	
Board Of Commissioners	157,260	14,056		143,204	91.06%	
Building Services	1,775,225	395,396	48,435	1,331,394	75.00%	
City Clerk	518,729	143,953		374,776	72.25%	
City Manager	1,228,600	196,421	232,255	799,925	65.11%	
Community Development	945,275	227,896	10,000	707,379	74.83%	
Debt Service	320,000	-		320,000	100.00%	
Finance	712,400	218,646	175,454	318,300	44.68%	
Fire/Ems	3,781,950	1,151,206	54,322	2,576,422	68.12%	
Gas Tax	136,500	24,289		112,211	82.21%	
Human Resources	49,245	44,003	19,410	(14,168)	-28.77%	<4>
Information Technology	218,806	65,807	162,887	(9,888)	-4.52%	<3>
John's Pass Village	2,200,500	52,642	612,715	1,535,144	69.76%	
Law Enforcement	1,610,865	562,872	1,125,312	(77,319)	-4.80%	<2>
Legal Services	196,500	30,402	149,598	16,500	8.40%	
Marina	1,259,360	291,813	233,812	733,735	58.26%	
Non-Departmental	2,570,430	3,598,587	9,854,522	(10,882,679)	-423.38%	<1>
Parking Management	1,823,685	438,868	27,851	1,356,967	74.41%	
Parks	68,350	6,316		62,034	90.76%	
Public Works Administration	2,303,540	266,381	14,411	2,022,749	87.81%	
Recreation	2,466,100	375,581	219,211	1,871,308	75.88%	
Sanitation	2,018,670	459,370	729,464	829,836	41.11%	
Stormwater	11,790,020	1,027,911	289,379	10,472,730	88.83%	
<b>Total:</b>	<b>42,677,261</b>	<b>10,050,229</b>	<b>16,020,184</b>	<b>16,606,848</b>		

<1> Hurricane disaster-related expenses not budgeted, including \$9.7m purchase order for debris removal. Proposed budget amendment for \$15m to 'Disaster Related Expenses' account

<2> PCSO annual contractual cost budgeted at \$1,580,000, but actual per contract is \$1,687,968. Proposed budget amendment for \$125,000 to 'Law Enforcement Services' account

<3> IT managed services budgeted at \$15,000. Purchase order for vCISO services for \$60,000 not budgeted. Proposed budget amendment for \$60,000 to 'IT Services' account.

<4> Compensation & classification study from Gehring Group not budgeted. Proposed budget amendment for \$50,000 to 'Professional Services' account.



# HELENE EXPENSES INCURRED – LARGEST VENDORS

Vendor Name	Amount	Description
DRC Emergency Services	2,716,136.00	Debris removal
Luxe Flush	196,060.00	Bathroom rentals
Servpro Team Shaw	135,452.64	Downstairs flood damage - remediation work Emergency rental of 3 CAT 920 loaders and 3 skid steers for
Ring Power Corporation	71,850.63	Hurricane Beach Cleanup
Schindler Elevator Corporation	32,342.92	Elevator Repair after Hurricane Helene flooding Hurricane asphalt repair: mobilization, remove existing asphalt
Keystone Excavators, Inc.	29,750.00	and replace with new and stripe
USA Voltage LLC	41,767.96	Check out panels, clean electrical connections at marina
Broyhill Manufacturing Company	19,483.00	2 new Broyhill dumpsters plus freight Replace 4 access panels at City Hall; A/C inspection & repair and
Harper Limbach LLC	12,298.01	new AC Condenser for JPV
Wastequip, LLC	12,754.82	Purchase of 200 64 Gallon Toters due to hurricane loss
Right Now Refrigeration Co.	12,057.52	New Ice Machines at Marina Replace Kohler brand equipment damaged from hurricane
Volt USA, LLC	9,950.00	(generator, air compressor, pressure washer, and more)
Smith Industries, Inc	7,633.88	Fence installation at Marina
<b>Total:</b>	<b><u>3,297,537.38</u></b>	

# MILTON EXPENSES INCURRED – LARGEST VENDORS

<b>Vendor</b>	<b>Amount</b>	
Slyce Madeira Beach, LLC	21,770.00	Pizza to feed displaced residents due to hurricane
W & A Cleaning Services, LLC	20,505.00	Temporary Bathroom and Showers cleaning fee
Palm Trees Direct, LLC	16,726.00	Replacement of palm trees for ROC park
Coastal Contracting & Restoration	10,120.37	Repairs made to Marina Ship Store after Hurricane Milton wind damage
Funnel Vision	<u>7,538.81</u>	Food for community following Hurricane Milton
<b>Total:</b>	<b>76,660.18</b>	

# **DAMAGE ASSESSMENT – CURRENT STATUS**



# DAMAGE ASSESSMENT – LAND & INFRASTRUCTURE

Responsible Department	Description of Damage	Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
Public Works	Johns Pass Village - 75% of Flexi Pave damaged	\$ 96,965.00	Waiting for proposals
Public Works	Johns Pass Village - 25% Concrete Curbs damaged	\$ 26,725.00	
Public Works	Johns Pass Village - 15% Pavers damaged	\$ 1,300.00	Waiting for proposals
Public Works	Johns Pass Village - All electric damaged by flood	\$ 25,000.00	Waiting for full assessment from USA Voltage
Public Works	Johns Pass Village - Chamber building flooded 2+ feet	\$ 50,000.00	
Public Works	Johns Pass Village - HVAC Condenser flooded	\$4,422.54	Harper Limbach LLC Replaced
Public Works	Johns Pass Village - Bell Tower - All wood fascia damaged	\$ 5,000.00	In process
Public Works	Johns Pass Village - Boardwalk- 3 pilings need replaced, 8 sections of handrail loose, 10 sections of cross bracing damaged and West Stairs destroyed	\$50K - \$70K	Waiting on Engineering for new piling specs, 3 pilings have been crutched
Public Works	Johns Pass Village - West stairs completely damaged	\$ 7,250.00	Completed
Public Works	Johns Pass Park - New asphalt damaged 35%		Waiting for direction
Public Works	Johns Pass Park - 60 Parking stops	\$6,000 - \$8,000	Waiting for quotes
Public Works	Johns Pass Park - Handrail on Walkover damaged completely	\$ 6,838.40	Completed
Public Works	Johns Pass Park - Landscaping park wide destroyed	\$ 15,000.00	Creating landscape plan
Public Works	Johns Pass Park - Chainlink fence enclosure damaged from flooding		
Public Works	Johns Pass Park - Jetty sidewalk damaged during Helene. Lifted several panels and removed one.		Waiting for Army Corp for pre application meeting.
Public Works	Johns Pass Park - Restrooms fascia damaged	\$ 1,970.00	Looking for contractor
Public Works	Johns Pass Park - 9 Picnic tables gone	\$15K	Waiting for approval
Public Works	Johns Pass Park - Bathroom Building Damage- Camaera & Soffit	\$3K	Camera has been repaired waiting for quote for bathroom
Public Works	130th Parking lot - New Asphalt scraped in several locations and striping scraped from sand cleanup		Waiting for direction
Public Works	130th Parking Lot / Access - landscaping in dune area damaged from flooding	\$5K - \$10K	Creating Landscape plan

**DAMAGE ASSESSMENT – LAND & INFRASTRUCTURE, CONTINUED**

Responsible Department	Description of Damage	Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
Public Works	130th Parking Lot / Access- Handrail on East side bent		
Public Works	130th Parking Lot / Access- Rules sign and location signs missing	\$300	Collecting inventory for sign order
Public Works	131st Parking Lot / Access- New Asphalt damaged		Waiting for Direction
Public Works	132nd Parking Lot / Access - Parking lot on West Side Gulf Ln Damaged from flooding	\$29,500	Keystone removed and repalced on November 11
Public Works	132nd Parking Lot / Access - Ashpalt on East parking lot scraped		Waiting for Direction
Public Works	132nd Parking Lot / Access - 23 Parking stops damaged	\$2,300	Replaced
Public Works	132nd Parking Lot / Access - Beach Signs missing	\$300	Collecting inventory for sign order
Public Works	132nd Parking Lot / Access - Concrete Curb damaged	\$5K - \$10K	
Public Works	133rd Parking Lot / Access - Bollard missing	\$100	Replaced
Public Works	133rd Parking Lot East - Parking lot damaged	\$5K - \$10K	
Public Works	133rd Parking Lot East - Parking stops missing / damaged 13	\$1,300	Replaced missing
Public Works	134th Parking Lot / Access - Boardwalk damaged boards hand rail damaged on East end		Access closed
Public Works	134th Parking Lot / Access - New Asphalt damaged		Waiting for Direction
Public Works	134th East Parking lot - 7 parking stops damaged	\$700	Waiting for quote for replacements
Public Works	135th Parking Lot / Access - New Asphalt Damaged		Waiting for Direction
Public Works	135th Parking Lot / Access - Beach Bench Missing	\$500 - \$1K	Collecting inventory
Public Works	Gulf Blvd Undergrounding - 4" conduit from 132nd to 135th on Gulf Ln compacted with sand and needs replaced	\$65K - \$75K	Waiting for BOC approval
Public Works	136th Parking Lot / Access - Beach Walk over completely destroyed	\$60,028	Waiting for proposal
Public Works	136th Parking Lot / Access - Paver driveway damaged on South side		Waiting for Contractor
Public Works	137th Access - Palm trees, and agave's gone	\$5K	Collecting inventory for plant order
Public Works	140th Access - Whole access sloped and damaged on East and West Side		Waiting for proposal

**DAMAGE ASSESSMENT – LAND & INFRASTRUCTURE, CONTINUED**

<b>Responsible Department</b>	<b>Description of Damage</b>	<b>Estimated Cost to Repair or Replace</b>	<b>Current Status of Repair or Replacement</b>
Public Works	Tom & Kitty Stuart Park - Seawall gone		Waiting on Engineering
Public Works	Tom & Kitty Stuart Park - Beach Walkover gone		Waiting on Engineering
Public Works	Tom & Kitty Stuart Park - Parking lot pavers 50% damaged or missing		Waiting for Seawall and Beach Access
Public Works	Tom & Kitty Stuart Park - Bathroom Trailer gone	\$75K	Waiting for direction and park build out
Public Works	Tom & Kitty Stuart Park - Landscaping & Irrigation gone	\$15K - \$20K	Waiting for build out
Public Works	Tom & Kitty Stuart Park - Utilites damaged		Waiting on Engineering
Public Works	142nd Access - Concrete walkway undermined from flood and collapsed during cleanup		Waiting for proposal
Public Works	148th Access - Concrete walkway undermined from flood and collapsed during cleanup		Waiting for proposal
Public Works	149th Access - Concrete walkway damaged from flood		Waiting for proposal
Public Works	Beach Accesses - All signs on East and West side missing along with post U Channel Post	\$5K	Collecting citywide inventory
Public Works	Archibald Park - Asphalt damaged		Waiting for sand to be cleared on the South side to fully assess
Public Works	Archibald Park - Concrete curb and sidewalk damaged		Waiting for sand to be cleared on the South side to fully assess
Public Works	Archibald Park - Sit wall missing top caps and severely damaged		Waiting for sand to be cleared on the South side to fully assess
Public Works	Archibald Park - Shower pads and railing damaged		Waiting for sand to be cleared on the South side to fully assess
Public Works	Archibald Park - Electric to all light post flooded		Waiting for sand to be cleared on the South side to fully assess
Public Works	Archibald Park - Handrail damaged on N driveover		Waiting for Welder to repair
Public Works	Archibald Park - Landscaping severely damaged	\$20K - \$25K	Waiting for sand to be cleared on the South side to fully assess
Public Works	Archibald Park - Exit Pillar Damaged		Waiting for Contractor
Public Works	Archibald Park - Parking Stops missing		Waiting for sand to be cleared on the South side to fully assess

**DAMAGE ASSESSMENT – LAND & INFRASTRUCTURE, CONTINUED**

<b>Responsible Department</b>	<b>Description of Damage</b>	<b>Estimated Cost to Repair or Replace</b>	<b>Current Status of Repair or Replacement</b>
Public Works	154th Access - Concrete walkway damaged from flood		Waiting for proposal
Public Works	154th Access - All signs missing	\$500	Collecting inventory for sign order
Public Works	Patriot Park - All Electrical Damaged due to flooding. New conduit and panels needed	\$20K - \$30K	Electrician in the middle of full assessment and repairs
Public Works	Patriot Park - Seawall Bollard Lights damaged due to flooding	\$10K - \$50K	Electrician looking for alternative. Electric or solar
Public Works	Patriot Park - Landscaping Damaged from flooding (Heros garden & Oak trees)	\$5K - \$10K	Compiling a citywide list for plant order
Public Works	133rd & Boca Ciega Ave - Seawall Cap is cracked	\$5K	Waiting for contractor quote
Public Works	133rd & Boca Ciega Ave - Bollards and Paver damage	\$2,500	Compiling a list for contractor to inspect
Public Works	131st & Boca Ciega Dr. Street End- Seawall Cap damaged by neighbors dock	\$2,500	Waiting for contractor to inspect
Public Works	Gulf Blvd Medians - 11 planted medians plants damaged by flooding along with Ground cover of shell	\$10k-30K	Compiling a citywide list for plant order
Public Works	Gulf Blvd Medians- 11 medians electrical panels and wiring damaged	\$5K - \$15K	Waiting for full assessment from USA Voltage

**DAMAGE ASSESSMENT – LAND & INFRASTRUCTURE, CONTINUED**

Responsible Department	Description of Damage	Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
Recreation	ROC Park Curbing		Quoted - Waiting for other contractors to complete work to avoid further damage.
Recreation	Softball Field Netting	\$ 47,000.00	In Process of being repaired.
Recreation	Recreation Center Gutters		Contacted - Waiting on date for Service
Recreation	ROC Park Water Fall - All electrical equipment		Pumps ordered and/or being rehabbed.
Recreation	ROC Park Splash Pad - All Electrical Equipment		Pumps ordered and/or being rehabbed.
Recreation	Floating Dock		Repairs
Recreation	Observation Pier - Hit by Boat		Boat finally removed. Waiting on Repair Quotes
Recreation	Athletic Fields Internet infrastrucutor and Service	\$ -	Completed
Recreation	Pressure Wash All Areas of ROC Park Touched by Flood Waters		50% Complete
Recreation	Pressure Wash All Areas of Athletic Complex Common Area		Waiting for other contractors to complete work to avoid further need.
Recreation	ROC Park Trees - Dead due to Storm	\$ 16,726.00	Completed
Recreation	Irrigation System		In Process of being repaired.
Recreation	Electric Throughout ROC Park		Repaired
Recreation	Shade Structures in Athletic Field Area	\$ 10,605.00	In Process of being repaired.
Recreation	Temporary Fence on Field 3	\$ 16,137.15	Complete
Recreation	Various Fence Repairs throughout the Complex		Waiting for other contractors to complete work to avoid further need

# DAMAGE ASSESSMENT – FACILITIES

Responsible Department	Description of Damage	Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
Building & Comm. Dev.	1st Floor of City Hall Flood Damage	\$ 250,000.00	Repair in process
Building & Comm. Dev.	ServPro has removed all damage from 1st floor	\$ 135,452.64	
Building & Comm. Dev.	Building & Comm. Dev. contents	\$ 55,000.00	
Marina	Sofit and fascia damaged dry wall and ceiling tiles	\$ 10,226.93	Replaced
Recreation	ServPro cost to remove flooded area in Rec. Center	\$ 75,668.99	
Recreation	Rec. Center building contents	\$ 21,086.00	
Recreation	Shed at school fields	\$ 3,255.00	
Recreation	Concession stand, including portable fence	\$ 25,880.00	

# DAMAGE ASSESSMENT – VEHICLES

<b>Responsible Department</b>	<b>Description of Damage</b>	<b>Estimated Cost to Repair or Replace</b>	<b>Current Status of Repair or Replacement</b>
Parking	2022 Kubota - flood damage #94	\$ 22,534.22	total per city mechanic, needs to be disposed
Parking	2019 Chevy Equinox - flood damage #96	\$ 22,823.00	totalled and disposed
Stormwater	2019 Elgin Street Sweeper #77	\$ 295,000.00	totalled and needs to be disposed
Public Works Admin	2003/04 Ford F550 Dump Truck #Old 19	\$ -	on surplus lot

## DAMAGE ASSESSMENT – EQUIPMENT

Responsible Department	Description of Damage	Estimated Cost to Repair or Replace	Current Status of Repair or Replacement
Public Works Admin	K & K Message Board #T-12	\$ 12,136.00	
Public Works Admin	New Kohler Generator at 141st Stormwater Station	\$ 75,000.00	
Public Works Admin	Old Generator at 141st Storm Station	\$ 30,000.00	
Public Works Admin	Bathroom Trailer at Kitty Stuart Park	\$ 56,900.00	totalled needs to be replaced, new one purchased
Archibald	2023 Triple Crown Utility Trailer T-16	\$ 3,066.59	
Public Works Admin	1990 Trailer mounted generator #08	\$ 18,956.00	likely cost to replace \$30,000
Recreation	2020 Big Tex Trailer #T-1	\$ 3,500.00	
Recreation	John Deere Gator	\$ 5,000.00	Needs to be taken to John Deere for Quote
Recreation	John Deere 3 Wheel Sand Rake; Water Damage from Rain	\$ 2,484.74	Completed
Recreation	Kohler Command Mower	\$ 15,000.00	Has not begun due to the School Field being used for school activities.
Recreation	Pallet of Rye Grass for Ball Fields	\$ 3,850.00	Completed
Recreation	Athletic Field Equipment Damaged by Flooding	\$ 3,744.88	Completed
Marina	2 Fuel Pumps - PMC	\$ 31,648.66	Quote received
Marina	Control Box for Fuel pumps	\$ 1,385.00	Purchased
Marina	2 Koolair Ice Machines	\$ 12,037.52	Replaced
Marina	Marine Sani pump-out motor & Control Box submerged under water	\$ 4,143.20	Replaced
Marina	Front Security Gate - Viking electrical short from water damage	\$ 7,633.88	Replaced
Marina	Security Camera Control Box X4 corroded from salt water and mud	\$ 2,120.50	Replaced Waiting on Invoice
Marina	Boat Lift Control Box X8 - TEC II mud, silt and moisture damage	\$ 8,000.00	Quote Recived
Marina	Main Breaker Panels for Docks - Eaton Breakers	\$ 14,053.00	Repaired
Marina	Dock Power Pedestals-Eaton submerged in water	\$ 64,862.00	Pedestal Only, Labor not included
Marina	25 dock boxes ripped off their anchors and floated away	\$ 10,998.75	Waiting to Purchase
Marina	Dock boards, pilings and finger piers damaged due to wind and waves		Replaced Waiting on Invoice
Marina	Gondola Displays 5 units received water damage and swelling	\$ 2,325.00	Waiting to Purchase
Marina	120 feet of Vinyl Fence blown apart by Milton	\$ 6,360.00	Waiting for Quote
Marina	Aluminum Awning blown away	\$ 1,058.97	Replaced
Marina	Marina Sign wind damage	\$ 7,000.00	Quote Received
Marina	10x10 shed	\$ 3,995.00	
Building & Comm. Dev.	2 Konica copiers	\$ 3,361.00	
Stormwater	Transformer at 141st Stormwater Station		
Stormwater	Flygt Control Panel at 141st Stormwater Station		In the process of being repaired
Stormwater	Flygt Model submersible pump for 141st Stormwater Station	\$ 41,481.90	Quote received





# Memorandum

**Meeting Details:** January 22, 2025

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

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

**Subject:** Emergency Bridge Loan Program

## Background

The Florida Commerce Municipal Emergency Bridge Loan program provides interest-free, short-term loans to municipalities impacted by federally declared disasters. The program is designed to help local governments maintain essential operations while awaiting additional funding or revenue recovery.

Program Highlights:

- Eligibility: Open to municipalities in areas under a FEMA disaster declaration.
- Loan Amount: Based on demonstrated need, with no statutory maximum.
- Term: Up to 10 years.
- Interest: Interest-free for the full term.

Staff intends on collaborating with Florida Commerce to assess the City's eligibility, identify qualifying expenses, and clarify any restrictions on fund use.

This request is part of a two-step process for Commission approval of debt obligations:

1. **Step 1: Approval to Apply:** By approving this request, Commission will allow staff to initiate the application process, work with Florida Commerce to determine eligibility, and negotiate loan terms and qualifying expenses. This step does not obligate the City to accept the loan or incur any debt.
2. **Step 2: Approval to Accept the Loan:** Once staff has completed the application process and finalized the loan terms and amount, a detailed funding request will be presented to Commission for review and approval. This ensures that Commission retains full oversight before the City commits to any financial obligations.

This two-step process maintains transparency, ensures financial responsibility, and allows the City to act promptly to secure resources while retaining the Board of Commissioner's role in final decision-making

**Fiscal Impact**

There is no immediate financial impact associated with this request to apply for the loan. Any financial obligations will be presented to Commission for approval once the loan terms and amount are finalized.

**Recommendation(s)**

Staff recommends that Commission authorize staff to apply for the Florida Commerce Municipal Emergency Bridge Loan program and direct staff to return with a detailed funding request, including loan terms and conditions, once finalized.

**Attachments**

- Emergency Bridge Loan Program Information

<https://www.floridajobs.org/business-growth-and-partnerships/Small-and-Minority-Business-Resources/Small-Business-Innovation/local-government-emergency-bridge-loan>

## Local Government Emergency Bridge Loan

Home > Business Growth and Partnerships > Small Business Innovation Resources > Small Business Innovation > Local Government Emergency Bridge Loan

- Community Planning
  - Community Planning Table of Contents
  - Areas of Critical State Concern Program
  - Accessing Comprehensive Plans and Plan Amendments (Florida Papers)
  - ORC Reports and Notices of Intent
  - Property Rights Element Evaluation and Appraisal Review of the Comprehensive Plan
  - General Information About Developments of Regional Impact and Florida Quality Developments
  - Developments of Regional Impact Repository
  - List of Local Governments Qualifying as Dense Urban Land Areas
  - Revitalization of Expired Homeowners Association Declarations and Covenants
  - Community Planning Staff Directory (Alphabetical)
  - Community Planning Review Team Assignments
- Community Services
  - Community Development Block Grants
  - Community Partnerships



### About the Local Government Emergency Revolving Bridge Loan

- ▶ The Local Government Emergency Revolving Bridge Loan Program is managed by FloridaCommerce and provides interest free loans to local governments throughout Florida that were impacted by federally declared disasters. More than \$40 million is available to fund governmental operations within these Florida counties and municipalities and bridge the gap between the time of the disaster and the time additional funding sources or revenues are secured.
- ▶ "Governmental Operations" - costs associated with continuing, expanding, or modifying local governmental operations to meet disaster-related needs, and includes costs such as, but not limited to, staff salaries and payroll.
- ▶ Please submit applications and questions to [LocalGovernmentBridge@Commerce.fl.gov](mailto:LocalGovernmentBridge@Commerce.fl.gov).

### Awards

- ▶ \$5 Million to City of Crystal River
- ▶ \$13.1 Million to City of Sanibel [↗](#)
- ▶ \$25 Million to Lee County [↗](#)
- ▶ \$11.9 Million to Town of Fort Myers Beach [↗](#)
- ▶ \$2 Million to City of Bonita Springs [↗](#)

- Eligibility
- How to Apply
- Webinar
- FAQs

### Eligibility

#### Eligibility

- ▶ Applicant must be a county or municipality located in an area designated in a Federal Emergency Management Agency disaster declaration.
- ▶ Applicant must submit all required information and documentation.
- ▶ Applicant must show that it may suffer or has suffered substantial loss of its tax or other revenues as a result of the event and demonstrate a need for financial assistance to enable it to continue to perform its governmental operations.



# ELEVATE FLORIDA

The Florida Division of Emergency Management is excited to announce Florida’s first statewide Residential Mitigation program, Elevate Florida.

The goal of this program is to enhance community resilience by mitigating private residences against natural hazards.



## Elevation

Item 6A.

Physically raising an existing structure utilizing a variety of methods



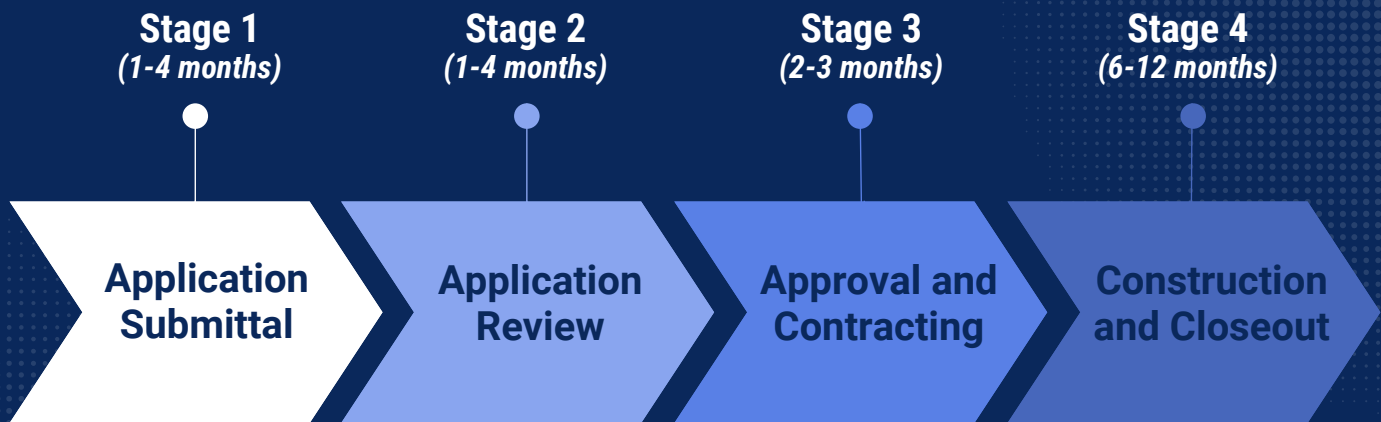
## Mitigation Reconstruction

Construction of an improved, elevated building where an existing building has been partially or completely demolished or destroyed



## Acquisition

A local community purchases a structure from voluntary sellers and it’s demolished



## Next Steps

More information about how and when to apply is coming soon. Subscribe to receive future communications by selecting at Residential Mitigation Communications at <https://www.FloridaDisaster.org/Subscription-Topics/>.

You can prepare for the application by compiling the following information:

- Photos of any flooding inside or outside of the home (if available)
- Photos of high-water marks and photos measuring the height of the marks
- Insurance claim payouts or assistance documentation (if available)
- Receipts or estimates for repairs from previous events
- Records and receipts for any disaster-related assistance received
- A list of aesthetic alterations to the home and year completed (if home is over 45 years old)
  - Window/door replacement
  - Roof replacement
  - Remodeling
  - Painting or re-siding
  - Additions, decks, landings or garages
  - Any historic use of structure



## FLOOD MITIGATION ASSISTANCE GRANT PROGRAM

### FY 2024 NOTICE OF FUNDING OPPORTUNITY

*Open Application Period for the Flood Mitigation Assistance Program*

*Begins **January 6, 2025***

The Federal Emergency Management Agency (FEMA) has announced the opening of the FY 2024 Application Period for the Flood Mitigation Assistance (FMA) program. FEMA’s Notice of Funding Opportunity (NOFO) is attached and can be found at [www.grants.gov](http://www.grants.gov).

The Florida Division of Emergency Management (FDEM) is accepting eligible subapplications for the FMA program from entities that submitted a Notice of Interest (NOI) form by FDEM’s deadline (August 30, 2024, 5:00 p.m. ET) for an eligible project. All subapplications must be submitted to FDEM via the FEMA GO application system on or before **Monday, February 17, 2025 by 5:00 PM ET**. Only **complete** subapplications will be accepted and reviewed. Please refer to the NOI feedback and required documentation received via e-mail from FDEM. This feedback and required documents must be included in the subapplication. If the feedback and required documents are not included in the subapplication, the subapplication will be deemed incomplete and will not be reviewed or considered for submission. **Subapplicants experiencing technical problems outside of their control must notify FDEM as soon as possible, before the application deadline and no later than 5:00 PM ET on Friday, February 14, 2025.**

Detailed information regarding the FMA program and application development can be found at <https://www.floridadisaster.org/dem/mitigation/flood-mitigation-assistance-program/> and <https://www.fema.gov/grants/mitigation/floods>.

For information on training and resources on FEMA’s grant application system (FEMA GO), please visit FEMA’s website at <https://www.fema.gov/grants/guidance-tools/fema-go> or contact the FEMA GO Helpdesk at 1-877-611-4700 or via e-mail at [FEMAGO@fema.dhs.gov](mailto:FEMAGO@fema.dhs.gov). For access to FEMA GO, please refer to the attached FEMA GO Registration Guidance and FEMA GO User Manual for Subapplication Development.

**PLEASE NOTE: ALL PROPERTY OWNERS MUST HAVE AN ACTIVE NFIP FLOOD INSURANCE POLICY IN EFFECT ON OR BEFORE JANUARY 6, 2025.**

**Contact: If you have any questions about this program, please contact the Non-Disaster Grant Program at [non-disasterprograms@em.myflorida.com](mailto:non-disasterprograms@em.myflorida.com).**

#### **Attachments:**

FY 2024 Flood Mitigation Assistance Notice of Funding Opportunity  
FEMA GO Registration Guidance  
FEMA GO User Manual for Subapplication Development

# PERMITTING Update

## Permits: Since 9/27/24

- Applications Submitted: 1684
- Permits Under Review: 664
  - Interior Demo: 270
  - Full Demo: 31
- Permits Issued: 1020
 

<ul style="list-style-type: none"> <li>◦ Building Window: 60</li> <li>◦ Deck: 5</li> <li>◦ Full Demo: 64</li> <li>◦ Driveway: 1</li> <li>◦ Electrical: 55</li> <li>◦ Fence: 8</li> <li>◦ Fire Alarm Sprinkler: 5</li> <li>◦ Garage Door: 20</li> <li>◦ Generator: 1</li> </ul>	<ul style="list-style-type: none"> <li>◦ Interior Demo: 557</li> <li>◦ Interior Remodel: 132               <ul style="list-style-type: none"> <li>▪ Under Review: 261</li> </ul> </li> <li>◦ Mechanical: 66</li> <li>◦ Plumbing: 10</li> <li>◦ Roof: 30</li> <li>◦ Seawall: 4</li> <li>◦ Shutters: 3</li> <li>◦ Solar: 2</li> </ul>
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## Substantial Damage Letters:

- Total Substantial Damage Determination Notifications Sent: 889

Updated: Jan. 14, 2024



## Open Office Hours:

City Hall- 2nd Floor  
300 Municipal Dr.

- **Wed, Jan. 15th**  
11:00am to 3:30pm
- **Wed, Jan. 22nd**  
11:00am to 3:30pm
- **Sat, Jan. 25th**  
10:00am to 1:00pm
- **Mon, Jan. 27th**  
10:00am to 1:00pm
- **Wed, Jan. 29th**  
11:00am to 3:30pm

727-391-9951  
buildingdept@madeirabeachfl.gov



## What is mitigation?

Mitigation is the reduction or elimination of potential risk to life and/or property. Mitigation is a cost-effective way to avoid future damage from disasters, such as flooding or high winds. Typical residential mitigation projects include:

- Structure Elevation: Physically raising an existing structure utilizing a variety of methods
- Structure Mitigation Reconstruction: Construction of an improved, elevated building where an existing building has been partially or completely demolished or destroyed
- Structure Acquisition & Demolition (Buyout): A local community purchases a structure from voluntary sellers and it's demolished

## Is there grant funding for mitigation projects?

There are two federal mitigation grant programs that the Florida Division of Emergency Management (FDEM) administers under which residential projects are eligible. For each project there may be a homeowner cost share, due at contract signing. Please see below for details regarding each program and cost share information.

### Hazard Mitigation Grant Program (HMGP)

This program is federally funded and becomes available after a major disaster declaration. The cost-share requirement is 75 percent federal and 25 percent non-federal, meaning the property owner would ultimately be responsible for 25 percent of the project cost. Learn more at <https://www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/>

### Flood Mitigation Assistance (FMA) Swift Current

This program is federally funded and appropriated funding annually. Under this program the residential property must have a National Flood Insurance Program (NFIP) flood policy. The cost-share varies based on the number of flood claims for the property:

- If the property is a severe repetitive loss (SRL) property, the cost share is 100 percent federal
- If the property is a repetitive loss (RL) property, the cost share is 90 percent federal and 10 percent non-federal
- If the property is not an SRL or RL property, the cost share is 75 percent federal and 25 percent non-federal

The definitions of properties are explained at <https://www.fema.gov/grants/mitigation/floods/before-you-apply>. For more information about FMA, visit <https://www.floridadisaster.org/dem/mitigation/flood-mitigation-assistance-program/>.

## What is the timeline?

It is important to remember for any of these programs, project work cannot begin until after a contract has been executed. FEMA will not proceed with a mitigation project if work begins before the contract is executed.

## Things to remember and next steps:

In Florida, each county has a Local Mitigation Strategy (LMS) Working Group. These groups are made up of community stakeholders and are responsible for coordinating mitigation within the county including maintaining the Local Mitigation Strategy Plan and prioritized project list.

Previously, the decision to put forward an application was solely at the discretion of the local government, however, there is an upcoming opportunity for homeowners to apply directly with the State for structure elevations, mitigation reconstruction, and structural acquisitions. If you would like to receive future updates about this program, please scan the QR code in the bottom left or subscribe to receive FDEM Residential Mitigation Communications at <https://www.floridadisaster.org/subscription-topics/>



Scan to the left to subscribe to FDEM Residential Mitigation Communications!

For your county's LMS Working Group contact or for further questions, email your information to [residentialmitigation@em.myflorida.com](mailto:residentialmitigation@em.myflorida.com) or scan the code to the right!



Current as of 12/2024

**Memorandum**

**Meeting Details:** January 22, 2025 – Board of Commission Workshop

**Prepared For:** Board of Commissioners

**From:** Community Development Department/Public Works

**Subject:** Rebuilding Madeira Beach – Advanced Engineering

**Background:** Advanced Engineering is performing Madeira Beach’s Watershed Management Plan, as the city works through this plan there needs to be discussions on proactive measures for the long-term viability of the community with respects of sea level rise and flooding.

**Discussion:** Barrier islands are particularly vulnerable to the impacts of climate change, including rising sea levels and storm surge. As these risks intensify, we must look to the future on how to mitigate potential damage and ensure the island remains habitable and functional for generations to come. The quote from Advanced Engineering starts that process and brings the firm in to review the challenges the city faces when reviewing new homes with the Land Development Regulations. This process will evaluate the best methods to combat rising sea levels, considering factors such as cost, environmental impact, and changes to the Land Development Regulations.

**Fiscal Impact or Other:**

N/A

**Attachments:**

Advanced Engineering proposed quote



Terrain Modification Program

Preliminary Program Development, Document Review, & Support Services

Proposed Labor Breakdown

Task No.	Description	Sr. Project Manager	Sr. Project Engineer	Project Engineer	CAD Operator	Admin.	Hours	Total	
		\$ 221.27	\$ 184.39	\$ 162.26	\$ 106.96	\$ 70.09			
<b>1</b>	<b>Project Development &amp; Preparation of Guiding Documents</b>								
1.01	Project Kickoff Activities / Preliminary Stakeholder Engagement	2	3	3		2	10	\$ 1,622.67	
1.02	Establishment of Program Goals / Preparation of Memorandum	6	16	16		4	42	\$ 7,154.38	
1.03	Technical Review of Critical Documents (Codes, Comp Plan, Strategic Plan, Master Plan, etc.) / Preparation of Technical Memorandum Documenting Revisions Required for Terrain Modification	6	12	90		4	112	\$ 18,424.06	
1.04	Ongoing Coordination with Kimley-Horn Staff on the Master Plan	4	8	12			24	\$ 4,307.32	
1.05	Roundtable with City Staff / Finalize Guiding Documents	5	5	12		4	26	\$ 4,255.78	
		<b>Task 1 Subtotal</b>							<b>\$ 35,764.21</b>
<b>2</b>	<b>Plan Review &amp; Additional Support Services</b>								
2.01	Plan Review Support Budget (Time & Materials)	12	36	36		2	86	\$ 15,274.82	
2.02	Contractor / Building Official Coordination	6	24	24		4	58	\$ 9,927.58	
		<b>Task 2 Subtotal</b>							<b>\$ 25,202.40</b>
<b>3</b>	<b>Standard Details &amp; Fill Visualization</b>								
3.01	Development of Standards Details (BMPs)	12	24	36	40	3	115	\$ 17,410.63	
3.02	Fill Utilization Support Services	8	16	16	35	3	78	\$ 11,270.43	
		<b>Task 3 Subtotal</b>							<b>\$ 28,681.06</b>
		<b>Subtotal</b>							<b>\$ 89,647.67</b>
		<b>Reimbursables (Mileage, Reproductions, etc.)</b>							<b>\$ 300.00</b>
		<b>Total</b>							<b>\$ 89,947.67</b>



# Memorandum

**Meeting Details:** January 22, 2025 – BOC Workshop  
**Prepared For:** Board of Commissioners  
**Staff Contact:** Community Development Department  
**Subject:** Mulch

---

## Background

Residents and the Board of Commissioners raised concerns regarding mulch.

## Discussion

Fla. Stat. 373.185 (3) (a)-(c)

(a) The Legislature finds that the use of Florida-friendly landscaping and other water use and pollution prevention measures to conserve or protect the state’s water resources serves a compelling public interest and that the participation of homeowners’ associations and local governments is essential to the state’s efforts in water conservation and water quality protection and restoration.

(b) A deed restriction or covenant may not prohibit or be enforced so as to prohibit any property owner from implementing Florida-friendly landscaping on his or her land or create any requirement or limitation in conflict with any provision of part II of this chapter or a water shortage order, other order, consumptive use permit, or rule adopted or issued pursuant to part II of this chapter.

(c) A local government ordinance may not prohibit or be enforced so as to prohibit any property owner from implementing Florida-friendly landscaping on his or her land.

Fla. Stat. 373.185 (1) (b)

(1) (b) “Florida-friendly landscaping” means quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant. The principles of such landscaping include planting the right plant in the right place, efficient watering, appropriate fertilization, **mulching**, attraction of wildlife, responsible management of yard pests, recycling yard waste, reduction of stormwater runoff, and waterfront protection. Additional components include practices such as landscape planning and design, soil analysis, the appropriate use of solid waste compost, minimizing the use of irrigation, and proper maintenance.

## Attachments/Corresponding Documents

- Local Florida-friendly landscaping ordinances

West's Florida Statutes Annotated

Title XXVIII. Natural Resources; Conservation, Reclamation, and Use (Chapters 369-380)

Chapter 373. Water Resources (Refs & Annos)

Part I. State Water Resource Plan (Refs & Annos)

West's F.S.A. § 373.185

373.185. Local Florida-friendly landscaping ordinances

Effective: July 1, 2009

[Currentness](#)

(1) As used in this section, the term:

(a) “Local government” means any county or municipality of the state.

(b) “Florida-friendly landscaping” means quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant. The principles of such landscaping include planting the right plant in the right place, efficient watering, appropriate fertilization, mulching, attraction of wildlife, responsible management of yard pests, recycling yard waste, reduction of stormwater runoff, and waterfront protection. Additional components include practices such as landscape planning and design, soil analysis, the appropriate use of solid waste compost, minimizing the use of irrigation, and proper maintenance.

(2) Each water management district shall design and implement an incentive program to encourage all local governments within its district to adopt new ordinances or amend existing ordinances to require Florida-friendly landscaping for development permitted after the effective date of the new ordinance or amendment. Each district shall assist the local governments within its jurisdiction by providing a model Florida-friendly landscaping ordinance and other technical assistance. Each district may develop its own model or use a model contained in the “Florida-Friendly Landscape Guidance Models for Ordinances, Covenants, and Restrictions” manual developed by the department. To qualify for a district's incentive program, a local government ordinance or amendment must include, at a minimum:

(a) Landscape design, installation, and maintenance standards that result in water conservation and water quality protection or restoration. Such standards must address the use of plant groupings, soil analysis including the promotion of the use of solid waste compost, efficient irrigation systems, and other water-conserving practices.

(b) Identification of prohibited invasive exotic plant species consistent with [s. 581.091](#).

(c) Identification of controlled plant species, accompanied by the conditions under which such plants may be used.

(d) A provision specifying the maximum percentage of irrigated turf and impervious surfaces allowed in a Florida-friendly landscaped area and addressing the practical selection and installation of turf.

(e) Specific standards for land clearing and requirements for the preservation of existing native vegetation.

(f) A monitoring program for ordinance implementation and compliance.

(3) Each water management district shall also work with the department, local governments, county extension agents or offices, nursery and landscape industry groups, and other interested stakeholders to promote, through educational programs, publications, and other district activities authorized under this chapter, the use of Florida-friendly landscaping practices, including the use of solid waste compost, in residential and commercial development. In conducting these activities, each district shall use the materials developed by the department, the Institute of Food and Agricultural Sciences at the University of Florida, and the Center for Landscape Conservation and Ecology Florida-Friendly Landscaping Program, including, but not limited to, the Florida Yards and Neighborhoods Program for homeowners, the Florida Yards and Neighborhoods Builder Developer Program for developers, and the Green Industries Best Management Practices Program for landscaping professionals. Each district may develop supplemental materials as appropriate to address the physical and natural characteristics of the district. The districts shall coordinate with the department and the Institute of Food and Agricultural Sciences at the University of Florida if revisions to the educational materials are needed.

(a) The Legislature finds that the use of Florida-friendly landscaping and other water use and pollution prevention measures to conserve or protect the state's water resources serves a compelling public interest and that the participation of homeowners' associations and local governments is essential to the state's efforts in water conservation and water quality protection and restoration.

(b) A deed restriction or covenant may not prohibit or be enforced so as to prohibit any property owner from implementing Florida-friendly landscaping on his or her land or create any requirement or limitation in conflict with any provision of part II of this chapter or a water shortage order, other order, consumptive use permit, or rule adopted or issued pursuant to part II of this chapter.

(c) A local government ordinance may not prohibit or be enforced so as to prohibit any property owner from implementing Florida-friendly landscaping on his or her land.

(4) This section does not limit the authority of the department or the water management districts to require Florida-friendly landscaping ordinances or practices as a condition of any permit issued under this chapter.

#### **Credits**

Added by [Laws 1991, c. 91-41, § 3](#); [Laws 1991, c. 91-68, § 3](#). Amended by [Laws 2001, c. 2001-252, § 7, eff. June 15, 2001](#); [Laws 2009, c. 2009-243, § 17, eff. July 1, 2009](#).

West's F. S. A. § 373.185, FL ST § 373.185

Current with laws, joint and concurrent resolutions and memorials in effect from the 2024 second regular session. The statutes include changes from the Florida Revisor of Statutes.

**Memorandum**

**Meeting Details:** January 22, 2025 – Planning Commission

**Prepared For:** Planning Commission

**From:** Community Development Department

**Subject:** Ordinance 2025-05: Temporary Shelters on Residential Property

**Background:** Florida Statute 166.0335 prohibits municipalities from prohibiting one temporary shelter on residential property after the Governor issues a declaration of state of emergency.

**Discussion:** Madeira Beach Land Development Regulations does not allow occupied recreational vehicles (Section 94-103) and does not provide any allowances after a state of emergency. Florida Statute 166.0335 prohibits municipalities from prohibiting the placement of one temporary shelter on residential properties after a natural emergency during which a permanent residential structure was damaged and rendered uninhabitable. The Statute includes standards for the temporary shelter such as time limitations, connection to water and electricity, and that the shelter does not present a threat to health and human safety. The National Flood Insurance Program also has requirements in the floodplain for structures such as recreational vehicles, one of which being the vehicle must be fully licensed and ready for highway use.

**Fiscal Impact or Other:**

N/A

**Attachments:**

Ordinance 2025-05 Temporary Shelters on Residential Property

Ordinance 2025-05 Business Impact Statement

## ORDINANCE 2025-05

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 94 FLOODPLAIN MANAGEMENT, DIVISION 10. FLOOD RESISTANT DEVELOPMENT, ARTICLE I. BUILDINGS AND STRUCTURES, SECTION 94-103. MANUFACTURED HOMES AND RECREATIONAL VEHICLES, OF THE CITY'S LAND DEVELOPMENT CODE PROVIDING FOR THE USE OF RECREATIONAL VEHICLES AS TEMPORARY SHELTERS ON RESIDENTIAL PROPERTIES FOLLOWING A NATURAL EMERGENCY; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Madeira Beach's Land Development regulations do not allow for occupied recreational vehicles; and

**WHEREAS**, Florida Statute 166.0335 prohibits municipalities from prohibiting the placement of one temporary shelter on residential properties after a natural emergency during which a permanent residential structure was damaged and rendered uninhabitable; and

**WHEREAS**, Florida Statute 166.0335 includes standards for the temporary shelter which includes time limitations, connection to water and electricity, and that the shelter does not present a threat to health and human safety; and

**WHEREAS**, Florida Statute 166.0335 requires the resident to live in the temporary structure; and

**WHEREAS**, the National Flood Insurance Program (NFIP) requires minimum standards for occupied recreational vehicles; and

**WHEREAS**, City staff has recommended certain revisions to the Land Development Code to provide for the use of temporary shelters after a natural emergency during which a permanent residential structure was damaged and rendered uninhabitable; and

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

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

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

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

**Section 1.** That Chapter 94 (Floodplain Management) Division 10. (Flood Resistant Development) Article I (Buildings and Structures) Section 94-103 (Manufactured homes and recreational vehicles) of the Land Development Code of the City of Madeira Beach is hereby amended to read as follows:

**Sec. 94-103. Manufactured homes and recreational vehicles.**

In accordance with ~~the chapter~~ Chapter 110, Zoning, permitted uses and special exceptions do not include manufactured homes or occupied recreational vehicles unless used for a temporary shelter on residential property following a declaration of state of emergency issued by the Governor for a natural emergency during which a permanent residential structure was damaged and rendered uninhabitable.

Recreational vehicles used for temporary shelter on residential property after a natural emergency must be fully licensed and ready for highway use, connected to water and electric utilities, does not present a threat to health and human safety, and cannot be on site for more 36 months after the date of the declaration or until a certificate of occupancy is issued on the permanent residential structure on the property, whichever occurs first. The resident must live in the recreational vehicle and make a good faith effort to rebuild or renovate the damaged permanent residential structure including, but not limited to applying for a building permit, submitting a plan or design to the City or obtaining a construction loan.

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

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

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

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

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

immediately upon adoption.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH,  
FLORIDA, THIS \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

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

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



West's Florida Statutes Annotated  
Title XII. Municipalities (Chapters 165-185)  
Chapter 166. Municipalities (Refs & Annos)  
Part I. General Provisions

West's F.S.A. § 166.0335

166.0335. Temporary shelter prohibition

Effective: July 1, 2023

[Currentness](#)

(1) For the purposes of this section, the term “temporary shelter” includes, but is not limited to, a recreational vehicle, trailer, or similar structure placed on a residential property.

(2) Notwithstanding any other law, ordinance, or regulation to the contrary, following the declaration of a state of emergency issued by the Governor for a natural emergency as defined in [s. 252.34\(8\)](#) during which a permanent residential structure was damaged and rendered uninhabitable, a municipality may not prohibit the placement of one temporary shelter on the residential property for up to 36 months after the date of the declaration or until a certificate of occupancy is issued on the permanent residential structure on the property, whichever occurs first, if all of the following circumstances apply:

(a) The resident makes a good faith effort to rebuild or renovate the damaged permanent residential structure, including, but not limited to, applying for a building permit, submitting a plan or design to the municipality, or obtaining a construction loan.

(b) The temporary shelter is connected to water and electric utilities and does not present a threat to health and human safety.

(c) The resident lives in the temporary structure.

#### Credits

Added by [Laws 2023, c. 2023-304, § 2, eff. July 1, 2023](#).

West's F. S. A. § 166.0335, FL ST § 166.0335

Current with laws, joint and concurrent resolutions and memorials in effect from the 2024 second regular session. The statutes include changes from the Florida Revisor of Statutes.

End of Document

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# Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2025-05: Temporary Shelters on Residential Property

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):

*Ordinance 2025-05 is in response to FS 166.0335, which prohibits local jurisdictions from prohibiting one temporary shelter on residential properties after a natural emergency during which a permanent residential structure was rendered uninhabitable.*

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

*No foreseen direct economic impact of the proposed ordinance. This ordinance only applies to residential properties.*

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

*No foreseen impact on businesses with the proposed ordinance. This ordinance only applies to residential properties.*

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

*Florida Statute 166.0335*



**Memorandum**

**Meeting Details:** January 22, 2025 – Board of Commission Workshop

**Prepared For:** Board of Commissioners

**From:** Community Development Department

**Subject:** Ordinance 2025-04: Planned Development

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

**Discussion:** Ordinance 2024-18: Planned Development amends the Planned Development (PD) division in the Madeira Beach Code of Ordinances to fix inconsistencies, reference the Forward Pinellas Countywide Rules, and update the standards in that division to current practices.

The ordinance will go back before the Planning Commission for recommendation on February 3, 2025.

**Fiscal Impact or Other:**

N/A

**Attachments:**

Ordinance 2025-04: Planned Development

Ordinance 2025-04 Business Impact Statement

## ORDINANCE 2025-04

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

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

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

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

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

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

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

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

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

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

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

***DIVISION 10. ~~PD,~~ PLANNED DEVELOPMENT (PD) DISTRICTS***

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

~~It is the intent of the~~ The PD district ~~is intended~~ to accommodate integrated and well-designed developments in accordance with ~~approved~~ development plans ~~containing detail adequate to ensure that have been approved in~~ compliance with this division. The PD district is intended to offer design flexibility and to encourage imaginative, functional, high-quality land planning development for those uses consistent with the applicable future land use plan category and compatible with adjacent and nearby lands and activities. ~~At the PD rezoning phase, the development plan is preliminary and the first step in the development process. Throughout the permitting process the project will gain further details.~~

In keeping with the stated intent of the comprehensive plan and ~~in furtherance of the historic and desired low intensity~~ character of the community, ~~a~~ PD development must ~~meet the intent and criteria (including but not limited to density, intensity, and impervious surface ratio) of the future land use plan categories in the Madeira Beach Comprehensive Plan and plan categories in the Countywide Plan.:~~

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

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

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

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

~~The type(s) of land uses permitted must be consistent in all respects with the comprehensive plan and such uses must be located and arranged to ensure compatibility amongst themselves, with adjacent land uses, and with public facilities, services and utilities. No specific list of uses permitted is established for the PD zoning district. Land proposed for development under the PD zoning district may contain a mixture of temporary lodging, residential, commercial, recreational and other uses consistent with the future land use map designation on the site. In furtherance of comprehensive plan policies and in the interest of neighborhood compatibility, commercial uses in PD developments located in residential districts are limited to a maximum total of 20 percent of the non-parking stories.~~

~~Flexibility in setbacks and step-backs may be allowed provided there is adequate space for site improvements and emergency access; that there is no adverse impact on surrounding properties and there is adequate distance between structures and public or private streets. Flexibility in building height may be allowed provided the development is compatible with the surrounding neighborhood. Increased flexibility in setbacks, step-backs and height from the zoning district prior to the rezoning to PD may also be considered if the design includes voluntary provisions for civic or community enhancements, e.g., ground floor retail, expanded setback, enhanced landscaping, sustainable building practices (LEED), and other design enhancements furthering the policies and strategies of the comprehensive plan.~~

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

### **Sec. 110-388. Application for PD zoning.**

- ~~(a)~~ (a) Applications for PD zoning require a preliminary development plan, ~~with graphic illustrations,~~ establishing the basis for the proposed planned development. All application fees must be paid prior to city staff reviewing the PD preliminary development plan. ~~, and all application fees for the established review process.~~
- ~~(b)~~ (b) A development agreement is required when rezoning any property to PD and must go to the Local Planning Agency (Planning Commission) at the same public hearing as the rezoning, before the Board of Commissioners as a discussion item at the first public hearing as the rezoning, and before the Board of Commissioners at the second reading and public hearing as the rezoning. See Chapter 86, Administration, Article IV. Development Agreements for more information on development agreements.
- ~~(c)~~ (c) If the development plan proposes to use the alternative temporary lodging use standards, the development agreement must also follow all required standards in the Forward Pinellas Countywide Rules. In addition, the proposed intensities and densities cannot exceed the allowable maximums as described in the comprehensive plan.
- ~~(bd)~~ (bd) The ~~preliminary~~-PD preliminary development plan ~~proposal~~ must include all information deemed appropriate, necessary, and relevant by the city to conduct the staff review and, at minimum, must include the following:
  - ~~(1)~~ (1) A narrative of the PD preliminary development plan (PD report) is required ~~a preliminary development plan,~~ and must include the following information:
    - a. How the proposal meets the requirements of the comprehensive plan, land development regulations, and any special area plan standards of the City; and
    - b. How the proposal meets the requirements of the Countywide Rules; and
    - c. Why the project is requesting flexibility of the land development regulations of the zoning district prior to rezoning to PD; and

- d. The impact on neighboring properties in use and development pattern (e.g. setbacks, building heights).
- ~~(2)~~ Three hard copies of the signed and sealed preliminary development plan and a digital submission all of which must provide the following: ~~proposals and one electronic copy; and~~
- ~~(2)~~ ~~A development report and preliminary development plan including all the following information:~~
- a. Legal description, zoning district(s) prior to PD rezoning, future land use (Madeira Beach comprehensive plan) and underlying conventional zoning district plan category (Countywide Plan).
  - b. Existing use(s) and proposed use(s).
  - c. Site area in square feet and acres.
  - d. ~~Lot lines~~ Signed and sealed survey.
  - e. Setbacks for zoning district prior to PD rezoning ~~Current required~~ and proposed setbacks.
  - f. North arrow and scale: engineering scale no smaller than one inch equals 50 feet.
  - g. Site data table with current standards (for zoning district(s) prior to PD rezoning) and proposed development standards ~~Proposed development criteria (current standard and proposed standard)~~ including at a minimum:
    1. Gross floor area and heated floor area of existing and proposed (in square feet);
    2. Building coverage (in square feet);
    3. Open ~~(green)~~ space (in square feet);
    4. Impervious surface area (in square feet) and impervious surface ratio;
    5. Density and intensity (including ratios for mixed use);
    6. Quantity and type of parking spaces and parking requirements ~~Parking spaces (scaled to location on plan and number of type, e.g., accessible, standard, etc.);~~
    7. ~~Building height(s) measured from the design flood elevation and the total number of stories, include the maximum allowable height from the zoning district prior to PD rezoning, and number of stories allowed and existing on adjacent properties;~~
    8. Preservation area(s) (in ~~total~~ square feet);
    9. ~~Land alteration plan;~~
  - h. 10. Buffering standards, e.g., design standards to buffer neighboring properties from commercial activities, construction impacts, vehicular traffic, etc.;
  - i. 11. Solid waste disposal container(s) location and access;
  - ~~12.~~ ~~Lighting design standards;~~
  - ~~13.~~ ~~Signage standards;~~
  - j. 14. Tree survey, indicating the species and size of all existing trees, four inches or greater caliper measured at breast height;
  - k. 15. Landscape design standards and plans that must, at a minimum meet requirements in Chapter 106, Article II of this Code.
    - ~~(i)~~ ~~Comply with chapter 106, article II of this Code and all native and xeriscape plant materials;~~
    - ~~(ii)~~ ~~Indicate location, quantity, size, species, and standards for all trees and shrubs; and~~
    - ~~(iii)~~ ~~Meet or exceed minimum irrigation standards required by this Code;~~



- ~~l.16.~~ Building envelope and general ~~access, egress, and~~ ingress locations;
- ~~m.17.~~ Conceptual stormwater drainage plan ~~with calculations~~ based on maximum proposed development coverage adequate to meet the minimum standards of SWFWMD and this Code, ~~to~~ ensure no additional off-site impacts, and ~~to~~ resolve existing drainage problems deemed necessary by the city;
- ~~n.18.~~ ~~Permit from FDEP with concept plan indicating~~ ~~If a dune system impact is anticipated, the concept plan must address~~ proposed changes, reconstruction, and replanting ~~if dune system impact is anticipated~~; and
- ~~o.19.~~ Details of any design, ~~performance criteria,~~ or ~~performance project commitments criteria assured agreed to~~ at the ~~required~~ neighborhood meeting.
- ~~hp.~~ Mobility and access plan indicating:
1. Proposed curb cuts and off-site traffic access management ~~plan and standards~~;
  2. ~~Preliminary~~ Location and function ~~plan and standards~~ for required sidewalk, bicycle, and other multimodal improvements;
  3. ~~Preliminary On~~on-site circulation; and,
  4. If impacting a collector or arterial road or required by FDOT, a transportation impact study prepared by a registered ~~Florida~~ engineer ~~for submittal and review by city staff and other governing agencies and documented preliminarily approved of FDOT.~~
- ~~q.i.~~ ~~All architectural design standards and guidelines in the comprehensive plan, special area plan or zoning district prior to rezoning PD must be met at a minimum. Structural design criteria meeting city overlay district requirements.~~ Additional design specifications can be required as a condition of approval during the public hearing process.
- ~~j.~~ ~~PD development plan detailing the manner in which the proposal furthers community goals and meets or exceeds existing comprehensive plan, land development code, and special district requirements and standards.~~
- ~~rk.~~ Record of notice of, and transcribed and video record of the required neighborhood meeting.

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

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

### Sec. 110-390. Reimbursement of expenses.

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

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

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

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

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

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

### Sec. 110-392. Neighborhood information meeting.

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

- (1) *Notification.* Two weeks prior to the neighborhood information meeting date, the applicant must mail notices of the meeting date, place, and time to all property owners inside a radius of 300 feet from the boundaries of the proposed development parcel, to the board of commissioners, the city clerk, the community development department, and must post this information prominently on the property. The applicant must inform the city manager or designee of the proposed meeting date, place, and time prior to sending out the notices. The city manager or designee may require a change of date, place, or time due to schedule conflicts or in order to accommodate advertising requirements for upcoming public

hearing consideration. The applicant must provide documentation of the mailed notice to the city manager or designee for verification. The city manager or designee may reasonably require additional properties be issued a notice and otherwise post notice of the neighborhood information meeting.

- (2) *Applicant's presentation.* At the neighborhood information meeting, the applicant must explain the proposed ~~preliminary~~ PD preliminary development plan, ~~and~~ proposed use of the subject property, ~~and make a provide copies copy~~ of the ~~proposed preliminary~~ PD preliminary development plan ~~available for review by~~ meeting attendees. The applicant may also discuss the project's development objectives, design philosophy, and proposed time schedule for completion.
- (3) *Question and answer period.* Upon completion of the presentation, a reasonable time must be reserved for a question and answer period. Questions should be limited to the proposal as presented, not to the question of whether the site should be developed or redeveloped. The applicant must identify how potential conflicts will be mitigated.
- (4) *Record.* The applicant must provide the city both a written and video record of the neighborhood information meeting, including any ~~representations-commitments~~ made by the applicant to the attendees. ~~The applicant must include any applicant representations as required project provisions in the application.~~

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

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

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

The board of commissioners shall consider the recommendation of the local planning agency while analyzing the PD zoning application and preliminary development plan. The board of commissioners shall review the PD preliminary development plan in conformance with the criteria listed in section 110-388 and the following general conditions:

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

- (1) Land uses within the development shall be appropriate in their proposed location, in their relationships to each other, and in their relationships with uses and activities on adjacent and nearby properties.
- (2) The development shall comply with ~~applicable city plans and planning policies,~~ the comprehensive plan and shall have ~~a beneficial effect both upon the area of the city in which it is proposed to be established and upon the city as a whole~~ positive effect on the surrounding area and city as a whole.
- (3) Stipulations of approval of a planned development ~~plan~~ may include requirements to construct improvements, dedicate ~~needed~~ property and easements, or contribute money to improvements to public facilities such as roadways, ~~new~~ medians, sanitary sewer and water facilities, drainage systems facilities, street lighting, landscaping, signage, parks and recreational facilities, walkways and sidewalks, burying of utility lines along abutting rights-of-way or ~~adopted-planned~~ streetscape improvements.
- (4) A minimum of a ten-five-foot wide sidewalk shall be provided along any street right-of-way or on private property by easement dedication to the city if the right-of-way is of insufficient width. The board of commissioners can reduce the minimum sidewalk width if there are engineering or environmental limitations making a ten-foot wide sidewalk not feasible.
- (5) The total land area within the development and the area devoted to each functional portion of the development shall be adequate to serve its intended purpose.

- (6) Streets, utilities, drainage ~~systems facilities, landscaping,~~ recreation areas, building heights, size ~~and scale and yards,~~ and vehicular parking and loading facilities shall be appropriate for the particular use involved, and shall equal or exceed the level of design and construction quality required of similar land development elsewhere in the city.
- (7) Visual character and community amenities shall be equal or better in quality than that required by ~~standard a similar development designed with the~~ zoning district ~~standards prior to rezoning to PD. s-for similar development.~~
- (8) Open space shall be adequate for the type of development ~~being proposed and the population density of the proposed development.~~
- ~~(9) Outdoor storage of merchandise or materials shall be prohibited.~~
- ~~(109)~~ Areas proposed for common ownership shall be subject to a reliable and continuing maintenance guarantee.
- ~~(11) All existing nonconforming signs or sign structures shall be removed.~~
- ~~(1210)~~ In the case of developments, which are to be constructed in several phases, the proposed phases shall be shown on the overall development plan. The proposed construction phases shall individually comply with the standards set forth in this section in order that, if for any reason construction ceases prior to completion of the entire planned development, the resulting partially complete project will adequately serve its purchasers and occupants and will not cause a general public problem. Each phase should be able to be completed entirely such that each phase may be independently provided a Certificate of Occupancy.

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

- (1) Treatment of the sides and rear of all buildings within the planned development shall be compatible in amenity and appearance to treatment given to street frontages of the same buildings.
- (2) All buildings in the layout and design shall be an integral part of the development and have convenient pedestrian access to and from adjacent uses.
- (3) Individual buildings shall be related to each other in design, mass, materials, placement and connections to provide a visually and physically integrated development.
- (4) Landscape treatments for walkways, plazas, arcades, roads, and service and parking areas shall be designed as an integral part of a coordinated landscape design for the entire project area. The landscape plan submittal shall include the anticipated appearance of the trees and landscape materials after five years of growth to visually provide their size and proportion relative to the proposed buildings, view corridors, curb appeal, pedestrian corridors, etc.
- (5) The project's scale, and the size, color and proportion of building elements, components and materials are appropriate and harmonious with surrounding neighborhood characteristics structures.
- (6) All mechanical equipment, electrical equipment, roof top equipment, refuse areas associated with this project shall not be visible from the public right-of-way be screened.
- (7) Appropriate building materials are being used. The use or employment of any of the following is generally considered inappropriate and will not be permitted unless appropriately integrated into a project meeting all other criteria, including aesthetic criteria, of this article:
  - a. Corrugated metal siding;
  - b. Prefabricated metal buildings or their components;

- c. Primary colors or black; and
  - d. False windows or doors, unless used on a parking structure or level to blend into the built environment; ~~and~~
  - e. Unmodified formula and trademark buildings and structures.
- (8) The project's location and design adequately protects or enhances unique site characteristics such as those related to scenic views, natural vistas, waterways or similar features.
- (9) The project appropriately integrates landscape elements into the site plan and building design. Plantings shall be of a size to give the appearance that the project is settled into a mature landscape. The landscape submittal shall include a description of each tree and plant proposed on site by type and details relative to maximum height/size and color at maturity.
- ~~(10) Signage and other building appurtenances are integral components of the building, appropriately scaled, and consistent in character with the building's overall design.~~
- ~~(11) The project incorporates defensible space concepts of crime prevention through environmental design. A lighting plan shall be provided to review safety considerations for pedestrians and motorists, as well as, environmental impacts.~~

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

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

### **Sec. 110-395. Effect of PD zoning.**

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

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

### **Sec. 110-396. Changes in development plan.**

~~Standard operating adjustments that do not have to go before the board of commissioners for review includes fences, additional parking, pools, landscaping, signage, and accessory structures that meet the requirements of the zoning district prior to the rezoning of PD. It is the intent of the PD rezoning phase that the project be conceptual in nature, therefore interior layouts and egress and ingress may change from the concept plan without any public hearing process as long as the project remains within the approved setbacks.~~

Minor modifications to an approved development order may be approved by the board of commissioners. ~~A minor modification includes changes such as curb cuts, sidewalks, bicycle paths, uses that create an increase in parking requirements (e.g. office to restaurant) or trip generation rate, and complete alterations of architectural style (e.g. old Floridian to brutalist).~~ A minor modification ~~is one which~~ does not increase the density or intensity of the development to occur upon the property; does not result in a reduction or change of previously approved setbacks, open space or public improvements; does not increase the height of the development to occur upon the property; or does not substantially alter the location of any improvements approved for the site. The approved PD zoning conditions, or approved Development Agreement may allow for a percentage of allowances in reduction of

height, intensity, and density and/or increase in setbacks and is not considered a minor modification and does not require further review or consideration by the board of commissioners.

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

### Sec. 110-397. Time limitations.

- (a) Upon failure to complete plans, ~~drawings, and schematics~~ for the proposed development plan within six months of the neighborhood information meeting; the application shall be null and void. No further review or processing of that application shall occur and there shall be no refund of the application fee. The city manager may administratively grant an extension of up to three months upon determination that a good faith effort to submit plans has been made.
- (b) Upon failure to complete plans, ~~drawings, and schematics~~ for the proposed development plan within six months of receiving the technical review comments of the city staff and reviewing agencies; the application shall be null and void. No further review or processing of that application shall occur and there shall be no refund of the application fee or any site plan review fee. The city manager may administratively grant an extension of up to three months upon determination that a good faith effort to submit plans has been made.
- (c) Upon the effective date of an ordinance authorizing a PD district, construction shall commence within ~~12~~ 24 months.
- (d) Upon application filed prior to or on the date of commencement set forth in (c), the city manager may grant a one-year extension of the commencement date upon a determination that a good faith effort to commence construction prior to the commencement date has been made. The city manager may administratively grant up to three one-year extensions. Thereafter, the board of commissioners by resolution may grant a one-year extension of the commencement date upon a determination that a good faith effort to commence construction prior to the commencement date has been made.
- (e) Upon failure to commence construction within the specified time or failure to comply with Section 104.5 of the Florida Building Code:
  - (1) The ordinance rezoning this site to PD shall be automatically deemed repealed;
  - (2) The zoning for the site shall revert to the zoning classification that existed on the site prior to approval thereof; and
  - (3) No further development shall occur on site and no building permit or development order shall be issued thereafter under the terms of the PD district.
- ~~(f) After the commencement date described in subsection (a), no building permit or development order for a new or expanded structure shall be issued under the terms of the PD district without the board of commissioner's approval. Authorization of the PD district shall not create a right to such issuance.~~
- ~~(g)~~ "Construction" for purposes of this section, shall mean obtaining a building permit for a structure or structures authorized in the PD district and initiating substantial site and structural improvements, not including land clearing, land filling and soil compaction.

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

**Secs. 110-398—110-400. Reserved.**

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

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

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

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

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

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

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

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



# Business Impact Estimate

Proposed ordinance's title/reference:  
Ordinance 2025-04: Planned Development

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state 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):

*Ordinance 2025-04: Planned Development amends the Planned Development (PD) division in the Madeira Beach Code of Ordinances to fix inconsistencies, reference the Forward Pinellas Countywide Rules, and update the standards in that division to current practices.*

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

*No foreseen direct economic impact of the proposed ordinance.*

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

*No foreseen impact on businesses with the proposed ordinance.*

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

*Chapter 110 Zoning, Article V. Districts, Division 10 PD, Planned Development in the Madeira Beach Code of Ordinances has some inconsistencies that need to be resolved. Ordinance 2025-04 fixes these inconsistencies.*



# Memorandum

**Meeting Details:** January 22, 2025 – BOC Workshop  
**Prepared For:** Board of Commissioners  
**Staff Contact:** Community Development Department  
**Subject:** Ordinance 2025-06 Amendment to Capital Improvement Element of Comprehensive Plan

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## Background

Each fiscal year, the City is required by Florida Statutes and by its own comprehensive plan to amend its 5-year Capital Improvements Program (CIP) and update the Capital Improvements Element of the Comprehensive Plan.

## Discussion

The Planning Commission representing as the Local Planning Agency (LPA) is required to review and make recommendations regarding the CIP and then have a public hearing to update the Capital Improvements Element of the Comprehensive Plan. The portions of the CIP that are to be reviewed are those facility improvements of \$100,000 or more that affect the levels of service standards adopted in the Comprehensive Plan.

## Fiscal Impact

The total fiscal impact of the Capital Improvements Program is \$44,924,500: \$20,075,500 for FY 2025, \$15,125,000 for FY 2026, \$7,820,000 for FY 2027, \$744,000 for FY 2028, \$1,160,000 for FY 2029, and \$0 for FY 2030.

## Recommendation(s)

Staff recommends the approval of Ordinance 2025-06.

## Attachments/Corresponding Documents

- Ordinance 2025-06
- Ordinance 2025-06 Business Impact Statement

**ORDINANCE 2025-06**

**AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, City of Madeira Beach Planning Commission conducted a public hearing and accepted public input regarding the update to the Capital Improvement Program (CIP) Schedule of Capital Improvements for the fiscal years 2025 through 2030 in the Capital Improvements Element of Comprehensive Plan of the City of Madeira Beach and provided its recommendation to the Board of Commissioners; and

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

**NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA THAT;**

**Section 1.** That the Capital Improvement Program (CIP) Schedule of Capital Improvements of the Capital Improvements Element of the City of Madeira Beach Comprehensive Plan is hereby amended and shall read as follows:

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<u>Account Description</u>	<u>Project Title</u>	<u>Description</u>	<u>Fiscal Year 2025</u>	<u>Fiscal Year 2026</u>	<u>Fiscal Year 2027</u>	<u>Fiscal Year 2028</u>	<u>Fiscal Year 2029</u>	<u>Fiscal Year 2030</u>
<b>Capital Improvements</b>	City Hall Veranda & Stair Replacement	Replace tiles along the stairs and the second-floor veranda of City Hall. The current tile is not all slip resistant, and grout is coming out on the stairs.	<u>150,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	Chamber Upgrades	Upgrade the equipment on the AV rack in the chamber room.	<u>20,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	Replace 2016 Duralift mounted bucket	Replace Duralift mounted bucket on truck #19	<u>-</u>	<u>45,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	Replace #44 Caterpillar Backhoe	Replace 2018 Caterpillar Backhoe	<u>-</u>	<u>-</u>	<u>-</u>	<u>85,000</u>	<u>-</u>	<u>-</u>

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<u>Account Description</u>	<u>Project Title</u>	<u>Description</u>	<u>Fiscal Year 2025</u>	<u>Fiscal Year 2026</u>	<u>Fiscal Year 2027</u>	<u>Fiscal Year 2028</u>	<u>Fiscal Year 2029</u>	<u>Fiscal Year 2030</u>
<b>Capital Improvements</b>	<u>Interior Remodel/improvement for storage</u>	<u>The fire station needs air-conditioned storage space for uniforms, public education &amp; community risk reduction items as well as other station related items unable to be stored in an outside environment.</u>	<u>10,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Improvements</b>	<u>Painting of station; interior &amp; exterior</u>	<u>Painting of the interior and exterior of fire station once repairs are made after pending litigation</u>	<u>65,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	<u>Appliances - Kitchen &amp; Laundry Replacement</u>	<u>Replace the kitchen and laundry appliances in the fire station</u>	<u>18,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	<u>Replacement of MDTs</u>	<u>Replacement of MDTs per replacement policy</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>34,000</u>	<u>-</u>	<u>-</u>

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<u>Account Description</u>	<u>Project Title</u>	<u>Description</u>	<u>Fiscal Year 2025</u>	<u>Fiscal Year 2026</u>	<u>Fiscal Year 2027</u>	<u>Fiscal Year 2028</u>	<u>Fiscal Year 2029</u>	<u>Fiscal Year 2030</u>
<b>Capital Equipment</b>	<u>MDTs - Replacement</u>	<u>Pinellas County is mandating that all departments obtain MDTs that must meet specifications outlined by the County. 1 Admin Vehicle MB400 and 3 Apparatus</u>	<u>24,500</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	<u>Bunker Gear Replacement</u>	<u>Replacement of 14 sets of outdated bunker gear per NFPA</u>	<u>-</u>	<u>-</u>	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	<u>SCBA Replacement</u>	<u>Replacement of SCBA equipment - replacement recommended by NFPA Standards; Department applied for AFG Grant</u>	<u>310,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Improvements</b>	<u>Recreation Center Fire Suppression System</u>	<u>Fire suppression system for Recreation building.</u>	<u>150,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

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<b>Capital Improvements</b>	<u>Field Maintenance Vehicle</u>	<u>New field maintenance vehicle/rake/leveler.</u>	<u>45,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Improvements</b>	<u>Public Works &amp; Building Services Facility</u>	<u>Building for Public Works employees &amp; vehicles and Building Services operations</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	<u>Replacement of T125</u>	<u>Replacement of T125 (2017) per City replacement policy</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,100,000</u>	<u>-</u>
<b>Capital Equipment</b>	<u>Deputy Chief Vehicle</u>	<u>New position of Deputy Chief; vehicle will serve as a command center during emergency calls. Includes outfitting of vehicle and MDT</u>	<u>69,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>



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<b>Capital Equipment</b>	<u>Replacement of MB100 Vehicle</u>	<u>Replace current 2017 Ford Explorer through Florida Sheriffs Cooperative Purchasing Program. Utilizing the LOST Fund including outfitting &amp; MDT.</u>	<u>69,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Improvements</b>	<u>Shade Awnings and Dugout Replacement</u>	<u>Replace dugouts and add shade awnings to Recreation Fields.</u>	<u>200,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Improvements</b>	<u>Concession Stand</u>	<u>Engineering and Construction of Concession Stand Replacement. Upgrade of restroom facilities, concession kitchen, storage, and office space.</u>	<u>500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Improvements</b>	<u>Basketball Court Enclosure</u>	<u>Building to enclose existing basketball court.</u>	<u>-</u>	<u>500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

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<b>Capital Equipment</b>	Recreation Truck	Truck to be utilized by the Recreation Department for range of department needs included maintenance, special events, and other activities.	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	Passenger Van Replacement	Vehicle Replacement for #97 - Ford Van	<u>-</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Improvements</b>	Roadway Resurfacing Village Blvd, Boardwalk Pl, & Surface Lot	Mill and resurface Village Blvd, Boardwalk Place, and the surface parking lot.	<u>1,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Improvements</b>	Mill and Resurface parking lot at Archibald	Mill and Resurface the parking lot and thermo stripe	<u>500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Improvements</b>	Archibald Restroom rebuild.	Demo and Rebuild Archibald Restrooms	<u>1,500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

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<b>Capital Improvements</b>	<u>Beach Groin Renourishment Project</u>	<u>50% Match Grant with FDEP to renourish the 22-23 exposed beach groins.</u>	<u>1,500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	<u>#40 Replacement F350 dump truck</u>	<u>Replace #40 a 2009 F350 dump truck</u>	<u>-</u>	<u>150,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	<u>Replace #36 Chevy 1500 with a utility bed</u>	<u>Replace #36 a Chevy 1500 with a utility bed</u>	<u>-</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	<u>Replace #109 John Deere Gator 825i</u>	<u>Replace 2016 John Deere Gator 825i</u>	<u>25,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	<u>Replace #112 Chevy 1500 with liftgate</u>	<u>Replace 2018 Chevy 1500 with liftgate</u>	<u>-</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Buildings</b>	<u>Satellite Office</u>	<u>Multi-purpose satellite office associated with construction of public works facility for enforcement of Florida Building Code</u>	<u>500,000</u>	<u>500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Improvements</b>	<u>Metal Roof for boatlift</u>	<u>Metal roof over boatlifts to protect boat(s)</u>	<u>75,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

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<b>Capital Improvements</b>	<u>Additional Building Department Vehicle Parking</u>	<u>Additional parking spaces for building department vehicles at City Centre</u>	<u>75,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Improvements</b>	<u>Reconfigure Building Department Permit Desk</u>	<u>Redesign permit desk to create more office space</u>	<u>25,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	<u>Replace #26 Kenworth T880</u>	<u>Replace #26 a 2020 Kenworth T880 with 32 Yd Heil Packer</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>350,000</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	<u>Replace #29 Kenworth T880</u>	<u>Replace #29 2019 Kenworth T880 with 32 yd Heil Packer</u>	<u>-</u>	<u>-</u>	<u>325,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	<u>Replace #3 F250</u>	<u>Replace 2019 F250 with Easy Dump</u>	<u>-</u>	<u>75,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	<u>Replace #68 F250</u>	<u>Replace 2019 F250 with Easy Dump</u>	<u>-</u>	<u>75,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	<u>Replace #24 Chevy Silverado 1500</u>	<u>Replace a 2019 Chevy Silverado 1500 with a liftgate</u>	<u>-</u>	<u>-</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>-</u>

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<b>Capital Equipment</b>	Replace #5 Chevy Silverado	Replace a 2019 Chevy Silverado 1500 with a liftgate	-	-	60,000	-	-	-
<b>Capital Equipment</b>	Replace #18 Peterbuilt Claw truck	Replace #18 2023 Peterbuilt Claw truck	-	-	275,000	-	-	-
<b>Capital Equipment</b>	Replace #21 Broyhill Load & Pack	Replace #21 2020 Broyhill Load & Pack	-	-	-	275,000	-	-
<b>Drainage &amp; Roadway Improvement</b>	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	4,000,000	-	-	-	-	-
<b>Drainage &amp; Roadway Improvement</b>	Area 5 - 131st Ave E & 129th Ave.	Mill & Resurface, Curb Repair, and Stormwater drainage improvements	495,000	-	-	-	-	-
<b>Drainage &amp; Roadway Improvement</b>	Area 3 - East Parsley, West Parsley, Margueirte Dr, A Street, B Street, and Lynn Way	Mill & Resurface, Curb Repair, and Stormwater drainage improvements	500,000	-	-	-	-	-

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<b>Drainage &amp; Roadway Improvement</b>	Area 9 - Bay Point, Pruitt, Sunset Cove, Virginia, S Bayshore, & Marlyn Way	Bay Point, Pruitt, Sunset Cove, Virginia, S Bayshore, & Marlyn Way Mill Resurface, Storm Repair/replacement and Curb	200,000	7,000,000	-	-	-	-
<b>Drainage &amp; Roadway Improvement</b>	Area 4 - E Madeira Ave, N Bayshore to 145th, 1st Ave E, 148th Ave, 147th Ave, 146th Ave, 145th Ave.	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	-	-	-
<b>Drainage &amp; Roadway Improvement</b>	Area 7 - American Legion Dr.	American Legion Dr. Mill & Resurface, Curb Repair, and Stormwater drainage improvements	1,500,000	-	-	-	-	-
<b>Capital Equipment</b>	Replace #70 F250	Replace 2021 F250 with Utility Body	-	-	-	-	60,000	-

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<b>Capital Equipment</b>	<u>Replace #77 Elgin Whirlwind Street Sweeper</u>	<u>Replace 2018 Elgin Whirlwind Street Sweeper</u>	<u>-</u>	<u>350,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	<u>Replace #111 - 2016 Chevy Silverado 2500</u>	<u>Replace a 2016 Chevy Silverado 2500 - With a similar truck for use during flooding.</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	<u>Replace #110 - 2016 Chevy Silverado 2500</u>	<u>Replace a 2016 Chevy Silverado 2500 - With a similar truck for use during flooding.</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Improvements</b>	<u>Marina Seawall Replacement</u>	<u>The replacement of 360' of seawall, from the boat ramp to the fuel dock. This project was approved in FY 2024 and may not be completed by the end of FY 2024.</u>	<u>200,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

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<b>Capital Equipment</b>	<u>Additional Fuel Dispenser</u>	<u>Add another dual pump/hose Gasoline dispenser to help increase revenue and customer service.</u>	<u>30,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Improvements</b>	<u>Parking Garage</u>	<u>Multimodal transportation facility at John's Pass Village</u>	<u>5,000,000</u>	<u>5,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Capital Equipment</b>	<u>ParkSmart's smart sensors</u>	<u>ParkSmart's smart sensors monitor individual parking spaces and relay occupancy. ALPR cameras may also be added; another Kubota is available for events and patrol.</u>	<u>150,000</u>	<u>50,000</u>	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total:</b>			<u>20,075,500</u>	<u>15,125,000</u>	<u>7,820,000</u>	<u>744,000</u>	<u>1,160,000</u>	<u>=</u>



<b>Project Title</b>	<b>Item Name</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>
<b>Military Honor Court</b>	Construction of the Military Honor Court	250,000-						
<b>Replace #44</b>	Replace 2018 Caterpillar Backhoe					85,000-		
<b>Replace #19</b>	Replace 2004 Ford F550	75,000-						
<b>Replace 2016 Duralift mounted bucket</b>	Replace Duralift mounted buck on truck #19			45,000-				
<b>Painting of Fire Station</b>	Painting of Fire Station	50,000-						
<b>Replacement of SCBA</b>	Replacement of Self-Contained Breathing Apparatus		250,000-					
<b>Replacement of Bunker Gear -- Lucas</b>	Replacement of Bunker Gear per NFPA -- Lucas						5,000-	
<b>Replacement of Portable Radios</b>	Replacement of portable radios and updating the communications equipment per replacement plan	53,000-						

<b>Project Title</b>	<b>Item Name</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>
<b>Replacement of Portable Radios- Emergency Communications</b>	Replacement schedule- Portable Radios- for Emergency Communication s-	---	---	---	---	---	---	55,000-
<b>Replacement of Kitchen Appliances-</b>	Replacement of Kitchen Appliances-	---	---	12,000-	---	---	---	---
<b>Replacement of Mobile Data Terminals-</b>	Replacement of MDTs with refurbished 3 yr warranty- Panasonic Toughbooks-	---	11,000-	---	---	---	---	---
<b>Replacement of Bunker Gear per NFPA -- Ubiles --</b>	Replacement of Bunker Gear per NFPA -- Ubiles-	---	---	---	4,500-	---	---	---
<b>Replacement of Bunker Gear -- Whitfield-</b>	Replacement of Bunker Gear per NFPA -- Whitefield-	---	---	---	---	---	---	5,000-
<b>Replacement of Bunker Gear -- Wasilewski-</b>	Replacement of Bunker Gear per NFPA -- Wasilewski-	---	---	---	---	---	---	5,000-
<b>Replacement of Bunker Gear -- Roberts-</b>	Replacement of Bunker Gear per NFPA -- Roberts-	---	---	4,500-	---	---	---	---

<b>Project Title</b>	<b>Item Name</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>
<del>Replacement of Bunker Gear – Childers</del>	<del>Replacement of Bunker Gear per NFPA – Childers</del>	<del>—</del>	<del>4,500</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>
<del>Replacement of MDTs</del>	<del>Replacement schedule of Mobile Data Terminals</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>12,000</del>	<del>—</del>	<del>—</del>
<del>Replacement of all 2017 sets of bunker gear per NFPA</del>	<del>Per NFPA 10-yr old bunker gear must be replaced – primary or secondary</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>50,000</del>	<del>—</del>	<del>—</del>	<del>—</del>
<del>Replacement Appliances – Laundry</del>	<del>Replacement of 10-yr old appliances in the fire station (laundry)</del>	<del>8,500</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>
<del>Brick Pavers under shade awnings</del>	<del>Paver area under two shade awnings in Ball Field Area.</del>	<del>25,000</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>

<b>Project Title</b>	<b>Item Name</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>
<b>Engineering for Concession/Basketball Court Facility</b>	Engineering for Concession/Basketball Court Facility on existing tennis court location. Increased size of restrooms and enclosure of courts to expand programming offerings.	<del>100,000</del>						
<b>Public Works &amp; Building Services Facility</b>	Building for Public Works employees & vehicles and Building Services operations.	<del>1,500,000</del>						
<b>Johns Pass Park Parking lot Improvements</b>	Mill, Resurface, Stripe, and Improve Johns Pass Parking lot area.	<del>450,000</del>						
<b>Quick Response Vehicle</b>	Quick Response Vehicle (LOST Fund)	<del>100,000</del>						
<b>Replacement of T125</b>	Replacement schedule of 2017 Rosenbauer Truck 25						<del>1,100,000</del>	

<b>Project Title</b>	<b>Item Name</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>
<b>Replacement of 2014 Polaris Ranger</b>	Replacement of 2014 Polaris Ranger	25,000-		—	—	—		—
<b>Replacement of 2017 Explorer</b>	Replacement of Fire Chief's vehicle per City's vehicle replacement plan- LOST Fund	—	55,000-	—	—	—		—
<b>Concession Stand</b>	Engineering and Construction of Concession Stand Replacement. Upgrade of restroom facilities, concession kitchen, storage, and office space.	—	500,000-	—	—	—		—
<b>Recreation Center Solar</b>	Solar on roof of Recreation Center—BP Funds	100,000-		—	—	—		—
<b>Dog Park</b>	Dog park upgrade. Synthetic turf and other improved features.	200,000-		—	—	—		—

<b>Project Title</b>	<b>Item Name</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>
<b>Shade Awnings and Dugout Replacement</b>	Replace dugouts and add shade awnings to Recreation Fields.	200,000-						
<b>Basketball Court Enclosure</b>	Building to enclose existing basketball court.		500,000-					
<b>Concrete around Field 2</b>	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-						
<b>City Centre Complex Sidewalk</b>	Replacement of Sidewalk along Rex Place	25,000-						
<b>Recreation Truck</b>	Vehicle Replacement for #20—Chevy Silverado		40,000-					
<b>Passenger Van Replacement</b>	Vehicle Replacement for #97—Ford Van			40,000-				

<b>Project Title</b>	<b>Item Name</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>
<b>Bus Replacement for Social Club</b>	Replacement of E450 Bus with larger, handicap-accessible bus for Senior Program.	150,000						
<b>Roadway Resurfacing Village Blvd, Boardwalk Pl, &amp; Surface Lot</b>	Mill and resurface Village Blvd, Boardwalk Place, and the surface parking lot.		1,000,000					
<b>Archibald Restroom rebuild.</b>	Demo and Rebuild Archibald Restrooms	1,000,000						
<b>Parking lot light repair</b>	Repair the current light system for the parking lot							
<b>Beach Groin Renourishment Project</b>	50% Match Grant with FDEP to renourish the 22-23 exposed beach groins.	3,500,000						
<b>Park Improvements</b>	Enhance pocket parks in Boca Ciega neighborhood	150,000						

<b>Project Title</b>	<b>Item Name</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>
<b>Mill and Resurface parking lot at Archibald</b>	Mill and Resurface the parking lot and thermo stripe	—	450,000	—	—	—	—	—
<b>Patriot Park Fishing Piers rebuild</b>	Rebuild 2 fishing piers located at Patriot Park	125,000	—	—	—	—	—	—
<b>Replace #36</b>	Replace #36 a Chevy 1500 with a utility bed	—	—	60,000	—	—	—	—
<b>#40 Replacement</b>	Replace #40 a 2009 F350 dump truck	—	—	150,000	—	—	—	—
<b>Purchase new F250 Utility Truck</b>	Purchase new F250 utility truck for Grounds Maint. Employee.	60,000	—	—	—	—	—	—
<b>Replace #112</b>	Replace 2018 Chevy 1500 with liftgate	—	—	60,000	—	—	—	—
<b>Replace #109</b>	Replace 2016 John Deere Gator 825i	—	—	25,000	—	—	—	—
<b>Landscape equipment</b>	Landscape equipment needed to maintain city parks.	—	—	—	—	—	—	—



<b>Project Title</b>	<b>Item Name</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>
<b>Satellite office</b>	Satellite office for Building Department in conjunction with new Public Works facility	700,000-						
<b>New 150hp motor for Building Department boat</b>	New motor for Building Department boat	20,000-						
<b>New Ford Lightning Truck</b>	New Building Department Vehicle	65,000-						
<b>Boat Power Poles</b>	Anchor system for building department boat	6,000-						
<b>Replace #21 Broyhill Load &amp; Pack</b>	Replace #21 Broyhill Load & Pack					275,000-		
<b>Replace #29</b>	Replace #29 2019 Kenworth T880 with 32 yd Heil Packer				325,000-			
<b>Replace #68</b>	Replace 2019 F250 with Easy Dump			75,000-				
<b>Replace #33</b>	Replace # 33 a 2016 Peterbilt Garbage truck.	325,000-						

<b>Project Title</b>	<b>Item Name</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>
<del>Replace #26-</del>	<del>Replace #26 a- 2020 Kenworth- T880 with 32- Yd Heil Packer-</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>350,000-</del>	<del>—</del>	<del>—</del>
<del>Truck Lift- Improvement-- 96 gallon cans</del>	<del>Truck Lift- Improvement-- 96 gallon cans-- Three trucks 2- lifts each for- total of 6 units.</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>
<del>Replace #18-</del>	<del>Replace #18- 2023 Peterbuilt- Claw truck-</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>275,000-</del>	<del>—</del>	<del>—</del>	<del>—</del>
<del>Replace #3-</del>	<del>Replace 2019- F250 with Easy- Dump-</del>	<del>—</del>	<del>—</del>	<del>75,000-</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>
<del>Dual Bin Cleaner- Trailer Mounted-</del>	<del>Dual Bin Trailer mounted cleaner to clean 64G &amp;- 96G containers-</del>	<del>80,000-</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>
<del>Replace #5-</del>	<del>Replace a 2019- Chevy- Silverado 1500- with a liftgate</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>60,000-</del>	<del>—</del>	<del>—</del>	<del>—</del>
<del>Replace #24-</del>	<del>Replace a 2019- Chevy- Silverado 1500- with a liftgate-</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>60,000-</del>	<del>—</del>	<del>—</del>	<del>—</del>

<b>Project Title</b>	<b>Item Name</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>
<del>Area 5 - 131st Ave E &amp; 129th Ave.</del>	<del>Mill &amp; Resurface, Curb Repair, and Stormwater drainage improvements</del>	<del>— 2,005,000</del>	<del>— 495,000</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>
<del>Area 4</del>	<del>E Madeira Ave, N Bayshore to 145th, 1st Ave E, 148th Ave, 147th Ave, 146th Ave, 145th Ave. Mill &amp; Resurface, Curb Repair, and Stormwater drainage improvements.</del>	<del>—</del>	<del>—</del>	<del>200,000</del>	<del>7,000,000</del>	<del>—</del>	<del>—</del>	<del>—</del>
<del>Area 6a - 155th Ave, 154th Ave, 153rd Ave, 1st St E, 2nd St E, Harbor Dr and Municipal Dr</del>	<del>Mill and resurface, fix curbing and upgrade stormwater inlets and outfalls as needed</del>	<del>— 500,000</del>	<del>— 4,000,000</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>

<b>Project Title</b>	<b>Item Name</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>
<del>Area 9</del>	<del>Bay Point, Pruitt, Sunset Cove, Virginia, S Bayshore, &amp; Marlyn Way Mill Resurface, Storm Repair/replacement and Curb</del>	<del>—</del>	<del>200,000</del>	<del>7,000,000</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>
<del>Area 7</del>	<del>American Legion Dr. Mill &amp; Resurface, Curb Repair, and Stormwater drainage improvements</del>	<del>—</del>	<del>1,500,000</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>
<del>Area 3 - East Parsley, West Parsley, Marguerite Dr, A Street, B Street, and Lynn Way</del>	<del>Mill &amp; Resurface, Curb Repair, and Stormwater drainage improvements</del>	<del>4,000,000</del>	<del>500,000</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>
<del>Gulf Lane and Beach Access Drainage and Roadway Improvement Project</del>	<del>Mill &amp; Resurface, Curb Repair, and Stormwater drainage improvements</del>	<del>1,800,000</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>
<del>Replace #70</del>	<del>Replace 2021-F250 with Utility Body</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>—</del>	<del>60,000</del>	<del>—</del>

<b>Project Title</b>	<b>Item Name</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>
<del>Replace #111-- 2016 Chevy Silverado 2500</del>	<del>Replace a 2016 Chevy Silverado 2500 --With a similar truck for use during flooding</del>	<del>----- --</del>	<del>----- 60,000</del>	<del>----- --</del>	<del>----- --</del>	<del>----- --</del>	<del>----- --</del>	<del>----- --</del>
<del>Generator replacement for 141st Stormwater Station</del>	<del>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</del>	<del>----- 90,000</del>	<del>-----</del>	<del>----- --</del>	<del>----- --</del>	<del>----- --</del>	<del>-----</del>	<del>----- --</del>
<del>Replace #77</del>	<del>Replace 2018 Elgin Whirlwind Street Sweeper</del>	<del>----- --</del>	<del>-----</del>	<del>----- 350,000</del>	<del>----- --</del>	<del>----- --</del>	<del>-----</del>	<del>----- --</del>

<b>Project Title</b>	<b>Item Name</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>
<del>Replace #110 -- 2016 Chevy Silverado 2500</del>	<del>Replace a 2016 Chevy Silverado 2500 -- With a similar truck for use during flooding</del>	<del>---</del>	<del>60,000-</del>	<del>---</del>	<del>---</del>	<del>---</del>	<del>---</del>	<del>---</del>
<del>Transient Docks</del>	<del>Year 1 -- Engineering &amp; Design Year 2 -- Construction</del>	<del>200,000-</del>	<del>1,000,000-</del>	<del>---</del>	<del>---</del>	<del>---</del>	<del>---</del>	<del>---</del>
<del>Enclose Old Boat Pamp</del>	<del>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 ear parking.</del>	<del>---</del>	<del>50,000-</del>	<del>---</del>	<del>---</del>	<del>---</del>	<del>---</del>	<del>---</del>

<b>Project Title</b>	<b>Item Name</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>
<b>Resurfacing Marina Parking Area</b>	Recoat and resurface asphalt parking area around Marina.	—		—	400,000-	—		—
<b>Seawall Project</b>	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-		—	—	—		—
<b>Digital Information Sign</b>	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-		—	—	—		—

<b>Project Title</b>	<b>Item Name</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>
<b>ParkSmart's in/on-ground smart sensors</b>	ParkSmart's innovative in/on-ground smart sensors monitor individual parking spaces and relay occupancy.	—	50,000	50,000	—	—		—
<b>Parking Garage</b>	Engineering services for parking garage and construction of the garage	3,000,000	3,000,000	—	—	—		—
<b>A parking meter/kiosk</b>	A parking meter/kiosk system can significantly benefit the parking department.	—		—	15,000	15,000		—



<b>Project Title</b>	<b>Item Name</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>
<del>New Parking Vehicle</del>	<del>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.</del>	<del>35,000</del>						
<b>Total:</b>		\$21,262,500	\$13,725,500	\$8,146,500	\$8,189,500	\$737,000	\$1,165,000	\$65,000

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

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

**Section 4.** Pursuant to Section 163.3184(3), Florida Statutes, the effective date of this plan amendment, if the amendment is not timely challenged, is 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment is effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution will be sent to the state land planning agency.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

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

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

# Business Impact Estimate

Proposed ordinance's title/reference: ORDINANCE 2025-06: AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MADEIRA BEACH TO UPDATE THE CAPITAL IMPROVEMENT PROGRAM (CIP) SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025 THROUGH 2030; PROVIDING FOR CONFLICT; PROVIDING FOR 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. 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:

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<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):**

Each fiscal year, the City is required by Florida Statutes and by its own comprehensive plan to amend its 5-year Capital Improvements Program (CIP) and update the Capital Improvements Element of the Comprehensive Plan.

**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.**

The fiscal impact of the Capital Improvement Program (CIP) for the City of Madeira Beach is \$20,075,500 for FY 2025, \$15,125,000 for FY 2026, \$7,820,000 for FY 2027, \$744,000 for FY 2028, \$1,160,000 for FY 2029, \$0 for FY 2030. It is not foreseen there would be direct economic impacts on private businesses by the 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 with the proposed ordinance. The fiscal impact of the Capital Improvement Program (CIP) would be on the City of Madeira Beach.

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

This ordinance assures that the Madeira Beach Comprehensive Plan is consistent with Florida Statutes.



# Memorandum

**Meeting Details:** January 22, 2025

**Prepared For:** Mayor & Board of Commissioners

**From:** Megan Wepfer, Public Works Director

**Subject:** Johns Pass North Jetty Update

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## Background

Staff met with U.S. Army Corp staff on December 12, 2024, to discuss permitting needs to replace the sidewalk on the Johns Pass North Jetty. During the meeting Army Corp staff verbally deemed the replacement as exempt as the project is above the mean high tide line (MHTL) and will not change the original state of the jetty (rocks). At the direction of U.S. Army Corp., staff completed a permit application for exemption on December 16, 2024, and submitted via email. Confirmation from U.S. Army Corp stating the project has been assigned to staff on December 31, 2024, and to wait 20 days before reaching out.

A meeting was held on January 9, 2025, with Pinellas County Staff to discuss the replacement of the sidewalk that sits atop the jetty. County staff have asked to see the design plans to make the determination if a permit will be required. Pinellas County staff mentioned that if the sidewalk sits in the same footprint, they do not believe that a permit will be needed but will require the city to sign a sidewalk agreement. This sidewalk agreement will determine that the city will be solely responsible for all maintenance and liability of the sidewalk.

As mentioned in the BOC regular meeting on January 8, 2025, staff has received a quote for a Mobi Mat of 120 ft X 6.5 wide for \$6,205.00. The mobi mat will act as a temporary mobility area for residents and visitors to be able to walk out to the beach area with more ease. This mat will sit just north of the rocks on top of the sand.

## Fiscal Impact

The fiscal impact for a Mobi Mat is \$6,205.00. The staff is working with engineering for a design and does not have the sidewalk replacement cost estimate currently.

## Recommendation(s)

**Attachments**

- Mobi Mat Quote
- Pictures

Deschamps Mats Systems, Inc.  
 218 Little Falls Rd, #12  
 Cedar Grove, NJ 07009

Date	Quote #
1/13/2025	E11368

Customer	Ship To
Madeira Beach 300 Municipal Dr. Madiera Beach, FL 33708	Madeira Beach 503 150th Ave. Madeira Beach, FL 33708 Megan Wepfer (727) 543-8154

Terms	Rep	FOB	Quotation valid until
Net 30	JGSPR	New-Jersey	3/30/2024

Item	Description	Qty	Cost	Total
300267-3040	Mobi-mat (RecPath) AFX blue jay 6.5' x 100' 2h 20" staples + spikes	1	5,199.00	5,199.00
300265-1520	Mobi-mat (RecPath) AFX blue jay 6.5' x 20' 2h 20" staples + spikes	1	1,399.00	1,399.00
DISCOUNT	Discount		-727.00	-727.00
DELIVERY FL	Boxing/crating, Shipping, Handling, Delivery		334.00	334.00

Freight Quote is an estimate only and may be subject to change at time of shipment	<b>Subtotal</b> \$6,205.00
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If authorized by your terms of sales or approved by your representative your signature below will act as consent to proceed with this order as quoted and will become a binding agreement to purchase. Credit Card Payments will be assessed a 3.5% fee.	<b>Sales Tax (0.0%)</b> \$0.00
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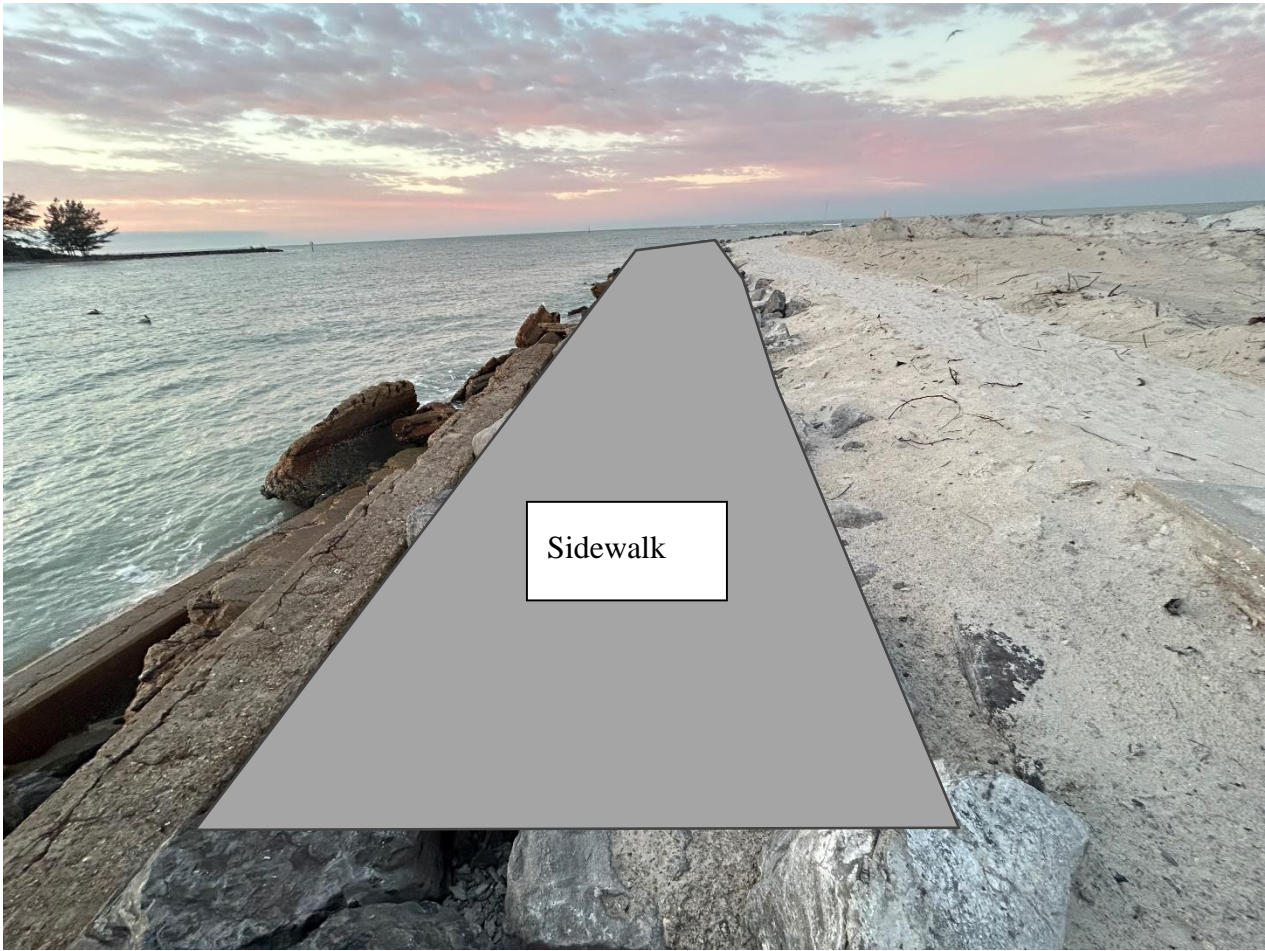
	<b>Total</b> \$6,205.00
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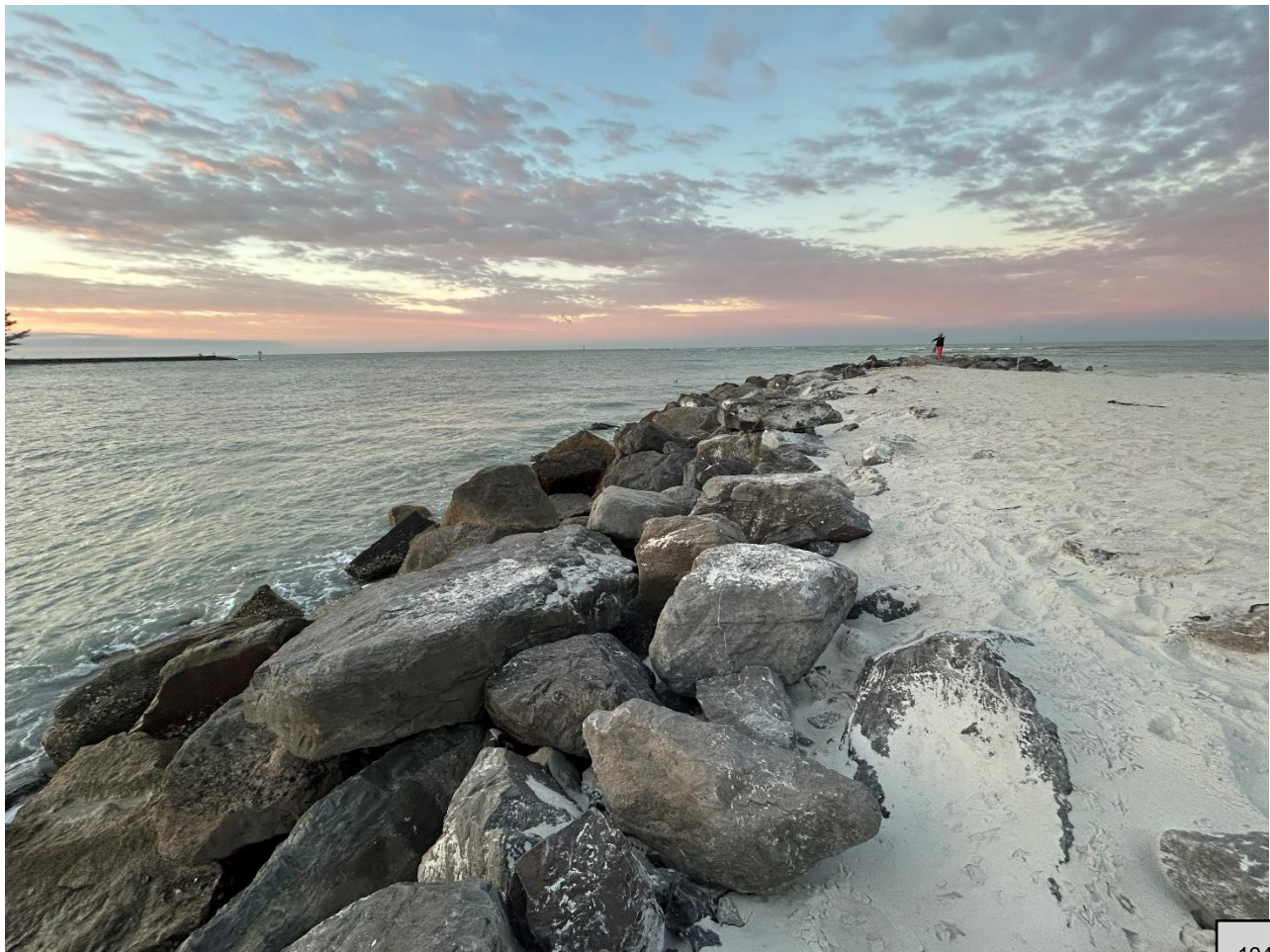
Currency Shown in U.S. Dollar - Foreign customers please remit payment in USD to avoid re-invoicing of any exchange rate loss or fees.

**Signature**

\_\_\_\_\_













# Memorandum

**Meeting Details:** January 22, 25

**Prepared For:** Mayor & Board of Commissioners

**From:** Megan Wepfer, Public Works Director

**Subject:** Declared Disaster Sanitation Fee

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## **Background**

Due to hurricane Helene many residents have been displaced from their homes and have called requesting to stop services. Staff is bringing forth a recommended declared disaster fee to be added to the fees and collection manual. The current monthly charge per dwelling unit is \$38.74 and the recommended disaster fee is \$10.00 per dwelling unit. Staff recommends each single family, or multi family dwelling unit meet criteria of an active interior demolition or remodel permit to qualify for the reduced fee.

## **Fiscal Impact**

The fiscal impact is unknown at this time.

## **Recommendation(s)**

Looking for direction from the Board of Commissioners.

## **Attachments**

- Ordinance 2024-16 Fee's & Collection Manual
  - Trash, Recycling, and Garbage Section

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
- III. **Declared Disaster Fee..... \$10.00**

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



# Memorandum

**Meeting Details:** January 22, 2025

**Prepared For:** Mayor & Board of Commissioners

**From:** Megan Wepfer, Public Works Director

**Subject:** Public Works / Satellite Building Department Design

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## Background

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

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

## Fiscal Impact

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

**Recommendation(s)**

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

**Attachments**

- Pennoni Proposal
- Site location with proposed building size





January 14, 2025

MDBCH25001P

**City of Madeira Beach**

**Attn:** Megan Wepfer  
Public Works Director  
505 150<sup>th</sup> Avenue  
Madeira Beach, FL 33708

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

**Dear Ms. Wepfer:**

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

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

**TASK 1 – GEOTECHNICAL INVESTIGATION**

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

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

The following services will be performed:

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

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

## **TASK 2 – CIVIL ENGINEERING**

### **A. Construction Documents**

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

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

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

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

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

3. We will coordinate with the lighting designer to identify the location of the lighting fixtures and prepare a photometrics plan compliant with the governing municipalities ordinance. We will coordinate with the MEP engineer to power service to the fixtures through the site, terminating at the building.

4. We anticipate attending up to four (4) virtual calls/meetings to coordinate the site aspects of the project with the design.

### **B. Permitting Services**

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

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

### **C. Construction Administration Services**

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

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

### **D. Project Certifications**

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

### **Civil Engineering Scope Exclusions**

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

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

**FEE**

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

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

**PROJECT TOTAL: \$62,050**

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

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

**BILLING AND PAYMENT**

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

## TERMS AND CONDITIONS

### A. GENERAL

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

### B. CIVIL/SITE

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

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

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

Sincerely,  
**PENNONI**



Brian M. Diehl, PE  
Regional Vice President



Jason Sheridan, PE  
Civil/Site Division Manager

**Accepted By:**

\_\_\_\_\_  
**(Authorized Representative of the Client)**

\_\_\_\_\_  
**(Print Name & Title)**

\_\_\_\_\_  
**(Date)**



**PENNONI ASSOCIATES** Item 7C.  
**GENERAL TERMS & CONDITIONS**  
**MDBCH25001P**

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

- 12. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory agency. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements, but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
- 13. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
- 14. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.  
  
IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.
- 15. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
- 16. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
- 17. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
- 18. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.
- 19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
- 20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
- 21. Client and Pennoni waive consequential damages arising out of this Agreement.
- 22. This Agreement shall be governed by the laws of the State of Florida.
- 23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.





City of Madeira  
Beach Public Works

150th Ave