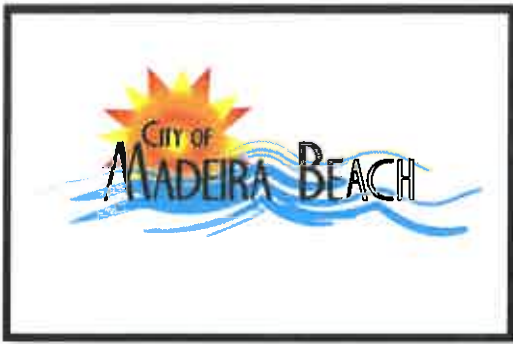




THE CITY OF MADEIRA BEACH, FLORIDA
PUBLIC NOTICE

BOARD OF COMMISSIONERS
REGULAR MEETING

The Board of Commissioners of the City of Madeira Beach, Florida will meet in the Patricia Shontz Commission chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below. Meetings will be televised on Spectrum Chanel 640 and streamed on Livestream.com/cityofmadeirabeach

6:00 P.M.

TUESDAY, AUGUST 08, 2017

COMMISSION CHAMBERS

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE – *Commissioner Terry Lister*

C. ROLL CALL

D. APPROVAL OF THE MINUTES

Budget Workshop 8-01- 2017,
BOC Workshop 7-25-2017,
BOC Regular Meeting 7-11-2017,
Budget Workshop 06-30-207
Budget Workshop 06-28-2017
BOC Special Meeting - 06-19-2017
BOC Workshop & BOC Special Meeting 5-23-2017

E. APPROVAL OF THE AGENDA

FY LAW ENFORCEMENT SERVICES – *Walter Pierce, Director of Finance & Captain Leiner of Pinellas County Sheriff's Office – THIS ITEM HAS BEEN MOVED FROM NEW BUSINESS.*

F. PRESENTATIONS

1. **DOMINIC BUELLER 10 YEAR PIN AND PLAQUE - *Todd Ermscher***
2. **LT. ANDREW CHILDERS 5 YEAR PIN - *Todd Ermscher***
3. **FORMER MAYOR TRAVIS PALLADENO – *Mayor Black***

4. PUBLIC COMMENT – LIMITED TO THREE (3) MINUTES

5. CONSENT AGENDA

- a. **SURPLUS TRUCK 90 & 96 – *Chief Derryl O'Neal***

6. PUBLIC HEARING

Public Hearing to consider a redevelopment plan for property located at 355 Boca Ciega Drive. The applicant is seeking to demolish and rebuild within the same footprint a single-family residence on this property. The property is zoned R-2 (Low Density Multi-Family Residential) and has a Future Land Use designation of RM (Residential medium).

7. UNFINISHED BUSINESS

- a. **FEMA GRANT CONTRACT- *Marci Forbes & Al Carrier, Duel & Associates***
- b. **PLANNING COMMISSION APPLICANTS – *Mary Ann Hearn & Gerri Clyatt***
- c. **TAMPA BAY REGIONAL PLANNING COUNCIL – *Mayor Black***

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City Clerk to transcribe verbatim minutes; 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 in order to participate in this meeting should call 727-391-9951 or fax a written request to 727-399-1131.

Posted August 04, 2017

8. NEW BUSINESS

1. WASTE CONNECTIONS REATE INCREASE – *Ian Boyle, Waste Connections*
2. JOHN'S PASS SEAFOOD FESTIVAL – *Sonny Flynn*
3. OLD SALTS FISHING FOUNDATION – LOOP TOURNAMENT – *FALL KING OF THE BEACH - Amy & Tom Verdensky*
4. SPECIAL EVENTS – *Erica Augello, City Attorney – Ordinance 2017-08*
5. GAY v. CITY OF MADERIA BEACH – *Erica Augello – City Attorney*
6. QUARTERLY INVESTMENT REPORT – *Walter Pierce, Director of Finance*
7. REX PLACE ROADWAY & DRAINAGE IMPROVEMENT PROPOSAL – *Dave Marsicano, Public Works/Marina Director & Al Carrier, Duel & Associates*
8. BOCA CIEGA PINELLAS COUNTY WATERMAIN REPLACEMENTS PROPOSAL- *Dave Marsicano, Public Works/Marina Director & Al Carrier, Duel & Associates*
9. REQUEST FOR TASK ORDER FOR THE UNDERGROUNDING OF OVERHEAD UTILITIES ALONG GULF BOULEVARD APPROXIMATELY FROM 150TH TO 144th - *Dave Marsicano, Public Works/Marina Director & Walter Pierce, Director of Finance*
10. REQUESTED APPROVAL OF FEMA FY 2016 ASSISTANCE TO FIREFIGHTERS GRANT IN AMOUNT OF \$40,053.00 AND CITY COST MATCH IN THE AMOUNT OF \$2,002.00. - *Chief Derryl O'Neal & Walter Pierce, Director of Finance*
11. INTERIM CLERK SALARY - *Chief Derryl O'Neal*
12. CONTRACT FOR NEW CITY CLERK - *Chief Derryl O'Neal*
13. CITY MANAGER'S POSITION – *See attached*

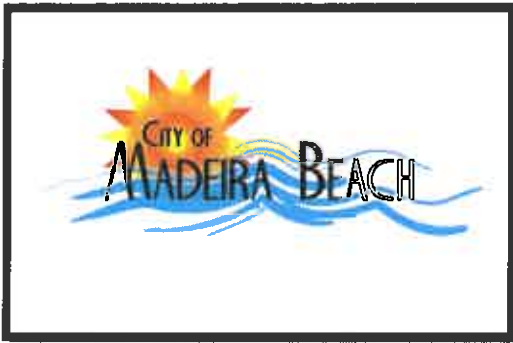
14. REPORTS/CORRESPONDENCE

- CITY COMMISSION
- CITY ATTORNEY
- CITY MANAGER
- CITY CLERK
-

15. ADJOURNMENT

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City Clerk to transcribe verbatim minutes; 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 in order to participate in this meeting should call 727-391-9951 or fax a written request to 727-399-1131.

Posted August 04, 2017



**THE CITY OF MADEIRA BEACH, FLORIDA
PUBLIC NOTICE**

**BOARD OF COMMISSIONERS
BUDGET WORKSHOP MEETING**

The Board of Commissioners of the City of Madeira Beach, Florida will meet at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below.

6:00 P.M.

TUESDAY, AUGUST 1, 2017

COMMISSION CHAMBERS

A. CALL TO ORDER – The meeting was called to order at 6:00 p.m.

B. ROLL CALL

MEMBERS PRESENT: Maggi Black, Mayor
John Douthirt, Vice-Mayor
Terry Lister, Commissioner District 1
Nancy Hodges, Commissioner District 2
Nancy Oakley, Commissioner District 3

Staff Present: Derryl O'Neal, Acting City Manager
Erica Augello, City Attorney (CA)
Andrea Gamble, Interim City Clerk
Walter Pierce, Finance Director (FD)
Dave Marsicano, Public Works/Marina Director (PW/MD)
Doug Andrews, Events and Recreation (PZD)

C. PUBLIC COMMENT

Marvin Merrill of Crystal Drive – congratulated Walter Pierce on doing a great job with finance, but expressed Concerns with the budget, have to be realistic about employee benefits.

Deby Weinstein – wanting more clarification with the budget. Deby Weinstein also researched employee Benefits.

D. TOPICS

1. FY 2018 BUDGET COMMENTS FROM ACTING CITY MANAGER DERRYL O'NEAL

Chief Derryl O'Neal

Chief Derryl O'Neal began with thanking everyone for the hard word and everyone pulling together. Thank you for allowing us to perform our services.

2. FY 2018 PROPOSED BUDGET OVERVIEW AND FY2018 TENTATIVE BUDGET

Walt Piece, Finance Director

Walter read the FY 2018 Proposed budget overview.

The Commission Board asked questions – Commissioner Lister asked if there would be another budget book listing changes and Walter Pierce said yes. Vice Mayor Douthirt requested a summary of object totals (like cell phones). Vice Mayor also had concerns regarding the 4% increase, this should be paid on merit and evaluations. The Mayor asked who was the Health provider for the City, Mr. Pierce responded, Florida Blue. Commissioner Oakley asked about the budget of \$400,000 for the Rec Center – Doug Andrews said Commissioner Oakley was looking at the 2015 budget. Doug Andrews also mentioned the little league can be very profitable to City of Madeira Beach.

3. STATUS OF CAPITAL PROJECTS

Walt Pierce & Dave Marsicano

▢ *Presentation from Steve Tarte from CPWG – Gulf Boulevard Undergrounding Project*

▢ *Presentation from AL Carrier from Deuel & Associates – Stormwater Projects*

Walter Pierce gave a summary of the status regarding the Undergrounding of utilities along Gulf Blvd in Madeira Beach. This project was to be done in two phases: Phase 1 – on North phase is almost done and Phase II or South Phase is now ready to get started from 150th to 144th). Mr. Pierce indicated that Madeira gets reimbursed from Pinellas County (Pennies for Pinellas) for expenses on this project.

Steve Tarte – CPWG explained phase 1 and phase 2 of the Gulf Blvd underground funding and that we can get reimbursed from Pennies from Pinellas. Steve Tarte will provide an estimate of how much it would take to complete Phase 2.

Walter Pierce reported that the City borrowed \$6.2 million in FY 2015 for Stormwater and Roadway improvements. He indicated that there have been changes in projects such as: 137th Avenue Circle was initially to start in FY 2019 but started early in FY 2017 due to grant funding from SWFWMD. Two projects: American Legion and Municipal Drive were cancelled. Boca Ciega received an increase of approximately \$1 million to the City from SWFWMD, Pinellas County and Florida Department of Environmental Protection (FDEP). To date, Mr. Pierce indicated this \$1.6 million has been Requested / reimbursed to the City from these 3 Agencies.

Al Carrier – Deuel & Associates – reported that the water mains are falling apart – will need to extend this for 3 months to complete project and that Pinellas County is funding this. Rex Place is out to bid and 137th Avenue is in terrible condition and needs to be cleaned up. During the discussion Dave Marsicano indicated the benefits that a new VAC – CON truck would be to the Stormwater Fund and maintaining Boca Ciega.

4. EXPLANATION ON HOW NEW HAND-HELD DEVICE WILL WORK WITH NEW CALE PARKING MACHINES

Chris Tarkenton

Chris Tarkenton – reported on the new hand held device with the new parking machines – The Board of Commissioners had questions & concerns, Chris explained how this would work. Commissioner Lister indicated that he understands now the procedure for getting a ticket from the machine is optional. He asked for more accurate costs.

5. TRUTH IN MILLAGE (TRIM) PROCESS

Walter Pierce, Finance Director

Walter Pierce indicated that the millage rate of 2.2000 mills has been certified to the Property Appraiser. He also mentioned the 1st Public Hearing which will be on Tuesday, 5th September, 2017 at 6:00 P.M. and 2nd FINAL Public Hearing on Tuesday 19th September, 2017 at 6:00 P.M. An Ad with the FY 2018 Budget figures will be in the proper referencing the final hearing for 19th September.

Mr. Pierce previously provided Commissioner the Roll-back Rate which is 2.0435 and the certification of taxable value document provided to Council displayed this and how it is calculated.

**THE CITY OF MADEIRA BEACH, FLORIDA
PUBLIC NOTICE**

**BOARD OF COMMISSIONERS
WORKSHOP**

The Board of Commissioners of the City of Madeira Beach, Florida will meet at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below.

2:00 P.M.

TUESDAY, JULY 25, 2017

COMMISSION CHAMBERS

A. CALL TO ORDER – The meeting was called to order at 2:03 p.m.

B. ROLL CALL

MEMBERS PRESENT: Maggi Black, Mayor
John Douthirt, Vice-Mayor
Terry Lister, Commissioner District 1
Nancy Hodges, Commissioner District 2
Nancy Oakley, Commissioner District 3

STAFF PRESENT: Derryl O'Neal, Acting City Manager
Erica Augello, City Attorney (CA)
Andrea Gamble, Interim City Clerk
Walter Pierce, Finance Director (FD)
Dave Marsicano, Public Works/Marina Director (PW/MD)
Doug Andrews, Events and Recreation (PZD)

C. TOPICS

1. JOHN'S PASS SEAFOOD FESTIVAL – SONNY FLYNN

Sonny Flynn presented – Non-profit organization in its 36th year – through sponsorships and donations. Commissioners requested to see a breakdown of reviews and verification or amount donated to the City before a decision is made.

2. 911 COMMITTEE – PRESENTATION

Dolores Leigh presented the up keep with the memorial – requesting \$1374.14 from the City – Chief Derry O'Neal said there is money in the budget to support this. This item is to be put on the next BOC Agenda for 8th August.

3. DISCUSSION OF PARKING – CALE AMERICA

Walter Pierce -, Finance Director presented – he is confident that this is well within the \$200,000 budgeted. City wanting to purchase 31 machines.

4. INFORMATION SUPPORT – TREASURE ISLAND AND MADEIRA BEACH CHAMBER OF COMMERCE – (Greg Tong, Amy Verdensky, Dennis Fagen & Missy Hahn)

Missy Hahn and Greg Tong introduced themselves to the Board of Commissioners.

5. FEMA – COMMUNITY ASSISTANCE VISIT – MARCI FORBES

Marci Forbes presented – discussed issues relating to FEMA violations, ALL information requested pending outcome of a CAV results and subsequent CRS visit has been provided. Citizens of the City might be in jeopardy of losing 20% discount on flood insurance if issues are not resolved.

6. FEMA GRANT CONTRACT AWARD 2015 CYCLE – MARCI FORBES

Marci Forbes presented – supporting the grants with FEMA could pose a liability to the City and the City should carefully consider to continue participation in the grants award program. Several Municipalities do not participate in this program.

7. SPECIAL EVENT APPROVAL – CHIEF DERRYL O’NEAL

- A. MAD BEACH BLOCK PARTY** - Informational process – permits has been approved
- B. OLD SALTS FISHING FOUNDATION – LOOP TOURNAMENT** – requesting fees to be waived – which will be totaled and be put on the agenda for the next BOC meeting, 8th August.
- C. SUNSET CONCERT SERIES** – Permits have been approved – anything affecting the City, the City will supply staffing for the concert. Code enforcement, Pinellas County Sheriff can shut this down if it gets out of hand.

8. SURPLUS TRUCK 90 & 96 - CHIEF DERRYL O’NEAL

Chief Derryl O’Neal explained was needed to repair each truck – to be put on the agenda for the net BOC meeting on 8th August.

9. FLORIDA LEAGUE OF CITIES STRATEGIC PLANNING – VICE MAYOR DOUTHIRT

Vice Mayor presented – he read a mission statement – Plan – direction of the City – Madeira needs to have these items on the website – he encouraged us all to help with the mission statement.

10. TAMPA BAY REGIONAL PLANNING COUNCIL – APPOINT A PERSON - CHIEF DERRYL O’NEAL

To be put on the agenda for the next BOC meeting on 8th August

11. INTERIM CLERK SALARY - CHIEF DERRYL O’NEAL

Provided to Council was the documentation showing hourly rate of two former clerks - To be put on the agenda for the next BOC meeting on 8th August.

12. CITY MANAGER’S POSITION

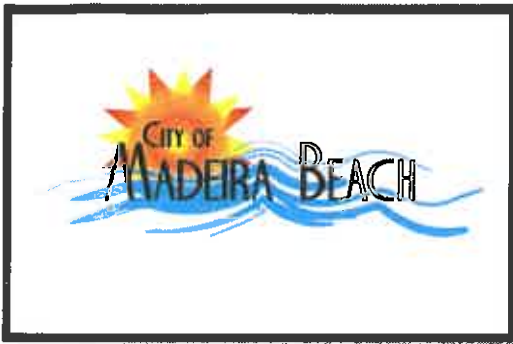
To be put on the agenda for the net BOC meeting on 8th August.

13. AMENDMENT TO ORDINANCE 2015-03 – VICE MAYOR DOUTHIRT

Wants to put this on hold until Vice Mayor has attended the seminar in August.

Chief Derryl O’Neal mentioned that there will be a Budget Workshop meeting next Tuesday, August 1st at 6:00pm

D. ADJOURNMENT @ 4:32 P.M.



THE CITY OF MADEIRA BEACH, FLORIDA
PUBLIC NOTICE

BOARD OF COMMISSIONERS
REGULAR MEETING

The Board of Commissioners of the City of Madeira Beach, Florida will meet at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below.

6:00 P.M.

TUESDAY, JULY 11, 2017

COMMISSION CHAMBERS

- A. **CALL TO ORDER** – The meeting was called to order at 6:00 p.m.
B. **INVOCATION AND PLEDGE OF ALLEGIANCE** – Commissioner Terry Lister
C. **ROLL CALL**

MEMBERS PRESENT: Maggi Black, Mayor
John Douthirt, Vice-Mayor
Terry Lister, Commissioner District 1
Nancy Hodges, Commissioner District 2
Nancy Oakley, Commissioner District 3

Staff Present: Derryl O'Neal, Acting City Manager
Erica Augello, City Attorney (CA)
Andrea Gamble, Interim City Clerk
Walter Pierce, Finance Director (FD)
Dave Marsicano, Public Works/Marina Director (PW/MD)
Doug Andrews, Events and Recreation (PZD)

D. **APPROVAL OF THE MINUTES**

There were no minutes to approve.

E. **APPROVAL OF THE AGENDA**

A motion to approve the agenda as presented was made by Mayor Maggi Black and seconded by Vice Mayor Douthirt.

ROLL CALL:

Commissioner Lister.....	YES	Vice-Mayor Douthirt.....	YES
Commissioner Hodges.....	YES	Mayor Black.....	YES
Commissioner Oakley.....	YES		

F. **PRESENTATIONS/PROCLAMATION**

1. **CALE AMERICA PRESENTATION** – Presenting the new parking machines
Natalie Pick – CALE REPRESENTATIVE

G. **PUBLIC COMMENT – LIMITED TO THREE (3) MINUTES**

Steven Rio: Cost of New machines

Tom Smith: Local builder – Zoning changes workshop

Ron Hockett: Parking machines

Cindy Edwards: Tag use for parking stickers

Ruth Locke: Parking machines – Back-end parking

Ann Raeo: Parking meters – not tech savy – safety issues with the pier and kids playing when tide is low – chairs on the beach are blocking the view of others.

Robert Preston: parking machines and wanting deputies to patrol flooding areas.

John Hendricks: Parking & motorcycles back in parking spaces – late posting of agenda – disapproves of all resolutions

Gerry Wiser: Old homes – lot sizes – requesting a workshop

Pam Rathmoson: Tree lighting at John's Pass – agenda packets on line – wants open government

Tom Edwards: QR on App. – Parking machine out of order – public safety issues

Dick Lewis: wants to terminate agreement with water taxi.

Steve Rainow: – Terminate agreement with water taxi

Missy: (St Pete Chambers of Commerce) encourages water taxi

H. CONSENT AGENDA

There were no items under Consent Agenda.

I. UNFINISHED BUSINESS

1. **APPROVAL OF ICMA IN HOUSE WITH SENIOR ADVISOR OPTION FOR CITY MANAGER SELECTION PROCESS** – tabled to next workshop meeting.
2. **CONSIDERATION OF EXTENSION OF WATER TAXI AGREEMENT – Corey Hubbard presenting** – Counsel has the right to approve or deny each year up until the last year of contract.

ROLL CALL:

Commissioner Lister.....	YES	Vice-Mayor Douthirt.....	YES
Commissioner Hodges.....	YES	Mayor Black.....	NO
Commissioner Oakley.....	NO		

3. **CONSIDERATION OF EXTENSION OF CONSULTING AGREEMENT WITH SHANE AND CHERYL CRAWFORD** – Madeira Beach has had no need contact them.

A motions was made by Commissioner Lister to extend Shane Crawford's contract, seconded by Commissioner Hodges.

ROLL CALL:

Commissioner Lister.....	YES	Vice-Mayor Douthirt.....	NO
Commissioner Hodges.....	YES	Mayor Black.....	NO
Commissioner Oakley.....	NO		

Cheryl Crawford's contract.

ROLL CALL:

Commissioner Lister.....	NO	Vice-Mayor Douthirt.....	NO
Commissioner Hodges.....	YES	Mayor Black.....	NO
Commissioner Oakley.....	NO		

4. **ORDINANCE 2017-07** – Ordinance was read by City Attorney Erica Augello.
A SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH PERTAINING TO ALCOHOLIC BEVERAGES, BY AMENDING SEC. 6-2 CLOSING HOURS FOR BUSINESS ESTABLISHMENTS SERVING AND/OR SELLING ALCOHOLIC BEVERAGES TO ALLOW FOR THE SALE OF ALCOHOL BEGINNING AT 8:00 A.M. ANY DAY OF THE WEEK; AND BY PROVIDING FOR AN EFFECTIVE DATE. See attached Ordinance.

ROLL CALL:

Commissioner Lister.....	YES	Vice-Mayor Douthirt.....	YES
Commissioner Hodges.....	YES	Mayor Black.....	YES
Commissioner Oakley.....	YES		

5. **RESOLUTION 2017-04** – Resolution was read by City Attorney Erica Augello.

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, ESTABLISHING A CHARTER REVIEW COMMITTEE FROM THE ELECTORS OF THE CITY OF MADEIRA BEACH; PROVIDING FOR DUTIES; PROVIDING FOR ORGANIZATION OF THE COMMITTEE; PROVIDING DURATION AND TIME SUBMISSION OF THE COMMITTEE’S REPORT; AND PROVIDING FOR AN EFFECTIVE DATE. See attached Resolution.

A motion to approve Resolution 2017-04 as presented was made by Commissioner Lister, seconded by Commissioner Hodges.

ROLL CALL:

Commissioner Lister.....	YES	Vice-Mayor Douthirt.....	YES
Commissioner Hodges.....	YES	Mayor Black.....	YES
Commissioner Oakley.....	YES		

6. **RESOLUTION 2017-05** – Resolution was read by City Attorney Erica Augello.

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, ESTABLISHING A BUDGET REVIEW COMMITTEE FROM THE ELECTORS OF THE CITY OF MADEIRA BEACH; PROVIDING FOR DUTIES; PROVIDING FOR ORGANIZATION OF THE COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE. See attached Resolution.

A motion to approve Resolution 2017-05 as presented was made by Commissioner Lister, seconded by Commissioner Oakley.

ROLL CALL:

Commissioner Lister.....	YES	Vice-Mayor Douthirt.....	YES
Commissioner Hodges.....	YES	Mayor Black.....	YES
Commissioner Oakley.....	YES		

7. **RESOLUTION 2017-06** – Resolution was ready by City Attorney Erica Augello.

A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, ESTABLISHING A BID REVIEW COMMITTEE FROM THE ECTORS OF THE CITY OF MADEIRA BEACH; PROVIDING FOR DUTIES; PROVIDING FOR ORGANIZATION OF THE COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE. See attached Resolution.

A motion to approve Resolution 2017-05 as presented was made by Commissioner Lister, seconded by Commissioner Oakley.

ROLL CALL:

Commissioner Lister.....	YES	Vice-Mayor Douthirt.....	YES
Commissioner Hodges.....	YES	Mayor Black.....	YES
Commissioner Oakley.....	YES		

8. **APPROVAL OF RFQ 2016-019** – Approval of RFQ by Board of Commissioner for posting.

City Attorney Erica Augello suggested a motion to remove item I8 from the agenda since the Board will not be considering it as there has already been a consensus. A motion was made by Vice Mayor Douthirt, seconded by Commissioner Lister.

J. NEW BUSINESS

1. **DISCUSSION OF PROPOSED BUDGET FOR FY 2018** - FOR FISCAL YEAR PRESENTED BY ACTING CITY MANAGER CHIEF DERRYL O’NEAL AND FINANCE DIRECTOR WALTER PIERCE. See attached talking points.

Commissioner Lister had concerns over the Fire Department Budget, Chief Derryl O'Neal volunteered to remove The new fire fighter position from the budget. Next Budget workshop meeting will be 1st August, 2017 @ 6:00pm

1. **RESOLUTION 2017-07** - Resolution was read by City Attorney Erica Augello.
A RESOLUTION OF THE CITY OF MADEIRA BEACH, FLORIDA, ESTABLISHING THE FISCAL YEAR 2018 MAXIMUM MILLAGE RATE; SCHEDULING PUBLIC HEARING DATES FOR BUDGET ADOPTION; AND PROVIDING FOR AN EFFECTIVE DATE. See attached Resolution.

A motion to approve Resolution 2017-07 as presented was made by Commissioner Lister, seconded by Commissioner Hodges.

ROLL CALL:

Commissioner Lister.....	YES	Vice-Mayor Douthirt.....	YES
Commissioner Hodges.....	YES	Mayor Black.....	YES
Commissioner Oakley.....	YES		

2. **HIRING OF A NEW CITY CLERK** - THE BOARD OF COMMISSIONERS MAY COME TO A CONSENSUS FOR HIRING OF CITY CLERK.

Jennifer Johnson was interviewed on Saturday 8th July by the Board of Commissioners. Commissioner Lister had concerns that we need to hire a City Manager before hiring a city Clerk.

A motion was made by Commissioner Oakley to offer the position to Jennifer, seconded by Vice Mayor Douthirt.

ROLL CALL:

Commissioner Lister.....	NO	Vice-Mayor Douthirt.....	YES
Commissioner Hodges.....	YES	Mayor Black.....	YES
Commissioner Oakley.....	YES		

3. **INTERIM CITY CLERK** - THE BOARD OF COMMISSIONERS MAY COME TO A CONSENSUS TO APPOINT INTERIM CITY CLERK.

Andrea Gamble has been working in Clerks office for a week.

A motion was made by Commissioner Oakley to offer the Interim City Clerk position to Andrea Gamble, until the City Clerk comes onboard seconded by Vice Mayor Douthirt.

ROLL CALL:

Commissioner Lister.....	NO	Vice-Mayor Douthirt.....	YES
Commissioner Hodges.....	YES	Mayor Black.....	YES
Commissioner Oakley.....	YES		

4. REPORTS/CORRESPONDENCE

- CITY COMMISSION
- CITY ATTORNEY
- CITY MANAGER
- CITY CLERK

5. ADJOURNMENT 9:05



THE CITY OF MADEIRA BEACH, FLORIDA PUBLIC NOTICE

BOARD OF COMMISSIONERS BUDGET WORKSHOP MEETING

The Board of Commissioners of the City of Madeira Beach, Florida will meet at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below.

2:00 P.M.

FRIDAY, JUNE 30, 2017

COMMISSION CHAMBERS

A. **CALL TO ORDER** – The meeting was called to order at 2:00 p.m.

B. **ROLL CALL**

MEMBERS PRESENT: Maggi Black, Mayor
John Douthirt, Vice-Mayor
Terry Lister, Commissioner District 1
Nancy Hodges, Commissioner District 2
Nancy Oakley, Commissioner District 3

Staff Present: Derryl O'Neal, Acting City Manager
Erica Augello, City Attorney (CA)
Nick Lewis, Interim City Clerk
Walter Pierce, Finance Director (FD)
Dave Marsicano, Public Works/Marina Director (PW/MD)
Doug Andrews, Events and Recreation (PZD)

C. **TOPICS**

Mayor Black: Before we get started I just want to read something from the Board of Commissioners Handbook. This is concerning commissioner conduct in public. "No signs of partiality, prejudice, or disrespect shall be evident on the part of individual commissioners toward an individual participating in a public forum. The behaviors and comments serve as models for proper deportment in the City. Honesty and respect for the dignity for each individual shall be reflected in every word and action taken by the commissioners twenty-four hours a day, seven days a week, which is a series and continuous responsibility."

1. **PRESENTATION**

Nicklas Rocca, City of Madeira Beach Financial Advisor

I'm Nicklas Rocca and I'm with Public Financial Management, the City's financial advisor. I'm going to conduct a quick overview of your outstanding debt and also the Fund Balance Policy. Proceeding in chronological order we have capital improvement revenue bonds, series 2013. Those were public bond issues for the purposes of financing the City Hall building, Fire Station and other facilities. Those were issued in the amount of \$4,700,000. Currently, there is almost \$4,500,000 still outstanding due to them being issued as 30-year bonds. There is a call provision on the bonds but that is not until October 1st 2023. We will go into more detail on this later in the presentation.

The series 2014 Inter Local Payments Revenue Bonds: These were issued through a bank loan form of financing just like the other three financings. They were used to finance undergrounding of City utilities. These were issued with a final maturity date of 2018 for the amount of \$3,000,000 which are callable at any time without any prepayment penalty.

Referring to the Storm Water System Revenue Bonds that were issued in 2015. These were issued for improvements to the storm water system. These bonds have a final maturity date of October 1st 2030 and were issued for the amount of \$6,200,000 and are callable at any time. However, bank loans have different types of prepayment options associated with them. This specific financing has a prepayment penalty for the first three years but starting in August 2018 we would be able to prepay without penalty.

The final outstanding debt issuance is the Infrastructure Sales Surtax Revenue Note. These were issued last year as a bank loan as well. This was used to finance a fire rescue apparatus in the amount of \$725,000 with a final maturity date of 12-01-2019. These are also able to be pre-paid without penalty.

All four of these financings are used for a specific purpose. All of which were issued at good interest rates.

Commissioner Lister: On the 2014 with the interest rate at 1.43 and the 2016 note at the interest rate of 1.59, you said those are callable at any time?

Mr. Rocca: Correct, those are callable at any time without any penalty.

Commissioner Lister: With it being such a low interest rate is it going to be easier to call them?

Mr. Rocca: Technically you could call it with cash if that's what council decides but the rate that you are paying right now is so low that we wouldn't recommend it. Also, if you were to try and refinance it you would probably incur additional cost of issuance. We would recommend leaving those two outstanding at this time.

Overview of Call Features, Mr. Rocca:

The 2013 bonds are the only ones issued as publically issued bonds. Almost every public bond issued now days is with what's called a 10-year par call. For example, for the first ten years of the debt they are non-callable. Starting in year 10 any maturity in year 11 or afterwards can be called starting in year 10 without any prepayment penalty.

You are able to issue bonds with a shorter call option but this only makes sense if you know you will be prepaying it at that time.

More Specifics on the 2013 Bonds, Mr. Rocca:

They have the 10-year call option so that means that everything up through October 1st 2023 is not callable. The bonds maturing in year 2024 all the way up to 2043, the final maturity date, are callable but not until October 1st 2023. If you want to refund these bonds today, you would have to allocate all money necessary to pay them off into an escrow. From there it would sit all the way up to October 1st 2023. This can create instances of negative arbitrage where basically you are paying a higher interest if you were to refund these with new bonds.

If we look specifically at the bond maturing in 2043, the City would have to deposit \$1,900,000 in to escrow in order to refund the \$1,500,000. This is because you have to put every interest expense related to that maturity into an escrow today. While you can invest those proceeds in escrow, interest rates are still low right now so you wouldn't be earning that much. If that is the direction that the City would like to go in, all of that money would not be able to be touched once it is in escrow.

At this time we looked at what it would cost if you were to issue refunding bonds and we found out that you would actually be losing money. We would not recommend refunding it due to this reason. However, as we get closer to that call date in 10-1-2023, we can keep reevaluating options. If the City keeps its fund balance high enough we could possibly use cash to refund these bonds.

Generally when we get close to the call date of 10-year call bonds, we can actually refund them with new debt. Originally you issued 30-year bonds but if you refund them next to the 10-year call you are actually only issuing 20-year bonds. As you move down the yield curve the interest rates get lower and you may be able to refund this for savings as you get closer to the call date.

Vice Mayor Douthirt: Regarding the long-term bonds, as time goes out the interest rate goes up, correct?

Mr. Rocca: For the originally issued bonds, yes.

Vice Mayor Douthirt: At this point it doesn't really pay to pay them off until the interest rates start to go up and then it would make more sense to possibly pay them off after 2023, correct?

Mr. Rocca: After 2023, if you're going to take out that original issued 30-year bond, you would only have to issue 20-year debt to take out that 30 since you moved ten years out. Therefore, assuming interest rates stay around the same, you are financing on a much shorter term and you have a lower interest rate.

Fund Balance Policy Highlights, Mr. Rocca:

This is something that the commission authorized and adopted back in September of 2015. The City Manager and Finance Director helped execute and enforce this policy.

The fund balance policy addresses and sets an appropriate level of fund balance in order to account for the City's size/location and mitigate the City's unique material risks. Considering we are a coastal city, severe weather is one of the main things that the fund balance prefers to highlight in case of emergency.

The fund balance policy that the city adopted follows a Government Finance Officers Association that has the best practices and advisories. It is in the policy that this should be reviewed every five years by the City Manager and Finance Director.

Fund balance classifications include non-spendable fund balance, restricted fund balance, and unrestricted fund balance that has three subcategories that include committed fund balance, assigned fund balance, and unassigned fund balance.

Walter Pierce: Concerning the debt from the City Center 2013, we can't do anything now but we wait 6 years for the call date considering the options we would have at that time. The idea being that we increase our unassigned fund balance and at that time we will have options to choose from including taking an aggressive approach to decrease debt.

Mr. Rocca: Exactly, you can use that unassigned fund balance to help in any way you see fit at the time.

Fiscal Year 2016 Fund Balances, Mr. Rocca:

This is simply a snapshot from the CAFR highlighting the Emergency reserve that is \$2,118,100 and the Unassigned Fund Balance at \$5,493,842.

Fund Balance Policy Directives, Mr. Rocca:

The emergency storm response fund according to the fund balance sets it to be at least 4 months of the general fund operating expenditures and as of 2016 it was right at that point which equates to 33%.

For the unassigned fund balance, the fund balance policy sets aside 2 months of the general fund operating expenditures and as of fiscal year this was about 5,500,000 which is about 85%. It is worthy to note that the 2 month allocation is based on all cities and counties as a general amount. When looking at the cash amount, it's natural that the City of Madeira Beach would have much higher than two months considering the location and size. The City has a reasonable amount of \$5,500,000 allocated.

Vice Mayor Douthirt: Are the 33% and 16.6% required by State? Is there a required amount in general?

Mr. Rocca: There is no specific required amount that you legally have to maintain. The GFOA drafted these policies so it's just a general overview. It is up to the City to decide what the appropriate amount is to allocate.

I also wanted to highlight that the budget currently shows a spend down of this unassigned fund balance is down to about \$3,000,000 by 2021.

Commissioner Lister: Is it your opinion that the City borrowed money at the appropriate time and for appropriate reasons?

Mr. Rocca: Yes, we never try to time the market and 30 years is a very reasonable amount of time to finance such a project.

2. DEBT SERVICE FUND

Walter Pierce, Finance Director

Acting City Manager Derryl O'Neal: Just a brief announcement before we get started. I would like to mention that I have received an article from the Florida League of Cities announcing Florida City Government Week that is coming up in October. The slogan for this week is "What Makes Your City Great?" I think this is something we should keep in mind while we go through this budget process.

Commissioner Oakley: When is this taking place in October?

Derryl: October 23rd through October 29th.

Walter Pierce: Mayor and council this is a reminder that we have to go back to Sanitation, Storm water, and the Marina budget that we postponed at the end of the June 28th meeting. Before we get to that I just want to indicate that the property appraiser adjusted our taxable value slightly downwards to about \$7,000. We got some additional revenue from our EMS coordinator position. Instead of getting reimbursement for 20%, we received 50%. The property appraisers reassessed some of the values and the assessment that they conducted is the actual millage rate that we will be using for the tentative budget. I'm just making council aware now that if you see that figure on the tentative budget a little lower, that's the explanation.

Sanitation budget, Dave Marsicano: There are not a lot of changes in this fund except for some increases in salaries. We are going to be reducing the amount of temp services that we use in the sanitation department by adding one position. It has become increasingly difficult to locate labor services that have adequate insurance for their workers.

In capital improvements that number has been reduced to \$200,000. This is to build a small metal building to move our mechanic and sanitation department back in the City. This building will be smaller than the one that was there before but big enough for the new ladder truck. When we moved sanitation to the Bay Pines location, WaWa's was not there yet and the Walmart was not there yet. It has become more congested and dangerous for my staff to travel those roads several times a day. We will still keep the garbage trucks at that location but we really need a spot back in the City for us to work again.

Walter Pierce: We did reduce the amount of capital to fund this building but that is not to say we are scrapping plans, we are just going to be cautious. We might have to fund part of it next year and part of it going into the budget in the following year.

Mr. Marsicano: I would like if the BOC would allow me to come back in a separate meeting where I can show what the building will look like, the location, and the overall site plan for that property.

Mr. Marsicano: There is also \$32,000 for a new Ford truck for the sanitation supervisor.

Commissioner Lister: What is the final number for the Sanitation Fund?

Mr. Pierce: The final number is \$1,405,000

Commissioner Lister: So this is less than last year.

Mr. Pierce: Yes sir.

Storm Water Fund, Mr. Marsicano:

We are asking for a couple of things this year for the storm water fund. We have just finished some outstanding projects, one of them being Boca Ciega neighborhoods. In order to alleviate storm water problems we put in new pervious concrete roads. The City also installed approximately 16 more CDS units (Collection Device units) that collect trash before it goes into the Bay.

The truck is not just a street sweeper, it's also a vacuum truck which will aid in unclogging drains. This 6.2 million in grants or the 1.3 million we received from S.W.F.W.M.D, we have 18 months of monitoring that has to be done after that. This street sweeper is going to dramatically reduce cost. We are not going to hire an additional employee to operate this truck, it will be operated in house. By having this truck we will not have to contract services out, I will be able to clean the drains when I need them cleaned.

Commissioner Oakley: The \$290,000 for this piece of equipment will be coming out of the \$1.3 million?

Mr. Marsicano: No ma'am, it's coming out of the Storm Water Fund. I could not get any grant money for this for the short amount of time that I could receive it.

Commissioner Oakley: What was the 1.3 million?

Mr. Marsicano: That is the money for the storm water project.

Vice Mayor Douthirt: Is the city mechanic able to work on this truck also?

Mr. Marsicano: I'm glad you asked that question Vice Mayor. I don't buy a vehicle without our mechanic examining it first.

Mr. Pierce: I did make one change on page 88. The S.W.F.W.M.D grant reimbursement, I have \$325,000. I have increased it to \$575,000. That is the amount that we project we will be reimbursed for in 2018.

Mr. Marsicano: I have Rex Place going out to bid Wednesday July 5th and 137th Ave Circle will also get done this year which is also taken care of by S.W.F.W.M.D funds.

Commissioner Oakley: What is the \$200,000 for rehabilitation replacement program for?

Mr. Marsicano: That is ongoing rehabilitation replacement. It is basically for emergency repairs.

Commissioner Lister: I know we have had a few meetings regarding the check valves that we're going to put in line in my area. What is the current status?

Mr. Marsicano: I would like to tell you that we are putting a flex valve in as soon as I can get it out to bid.

Commissioner Lister: The Coast Guard will have access to that valve correct?

Mr. Marsicano: Yes, it will be in a box so it doesn't get direct sunlight.

Commissioner Lister: With this new street sweeper we are going to have to come up with a solid schedule for when the streets will be swept considering how many cars park on the streets.

Mr. Marsicano: Yes, I completely agree. We will make it very clear that we will be there and cars need to be off the street when we get there.

Marina Fund, Mr. Marsicano:

The Marina is growing by the day. We operate every day of the year except Thanksgiving and Christmas with a very small staff.

Mr. Pierce: We did make one change on the revenue side for the operating fund sources coming in. We did take out the \$90,000 boat in FY2018. Considering it is budgeted in this year, it really should be zero for FY2018 so that is one correction that I made. So if council wishes to purchase that this year, we are able to do so.

Mr. Marsicano: Nothing else has really changed. Fuel purchases are always a guess so we have that at \$1,500,000.

Mr. Pierce: When I was hired on here I got the general consensus that council was concerned and wanted to know more about the debt the City is in from all of the new infrastructure. With that in mind I decided to focus a lot of my attention on the debt and have spoken with Mr. Rocca almost on a daily basis. I would like to inform council that although our hands are tied when it comes to paying it down for the next few years, the more that we can do through efficiency and adding to the

unassigned fund balance in the interim, the better our options will be when we are able to start eliminating this debt in the future.

Vice Mayor Douthirt: On page 79 you show series 2013, 2014, and 2016, where is series 2015?

Mr. Pierce: Series 2015 I believe is in the local option sales tax fund.

3. LOCAL OPTION SALES TAX & GAS FUNDS

Walter Pierce, Finance Director

Starting on page 54.

This fund was created to take proceeds from the County and municipalities to fund infrastructure payments. This is basically money coming in from sales tax located on page 55. We have an estimated budget of \$425,000. The one improvement that we want to fund for this is the \$290,000 which is on page 56 which is the City Center boat dock construction.

Mr. Marsicano: That is for the transient boat docks that we would like to put here at City Hall.

Commissioner Oakley: On page 51 you have capital improvements that were increased from \$350,000 to \$647,115 in 2017.

Mr. Marsicano: Correct, we did the lighting project at John's Pass and the remainder of that is the transient docks at John's Pass. Some of that money has been spent on engineering and permitting.

Commissioner Lister: Do you have a time frame Dave?

Mr. Marsicano: No sir, I can try again after July 4th and see if I get a response.

Commissioner Oakley: Has this been bid out?

Mr. Marsicano: It has not been bid out, I haven't received a permit yet. When I have something in writing that allows me to build it will go out via RFP.

Commissioner Lister: Are you going to do the handicapped first?

Mr. Marsicano: Yes, we will be doing the handicapped first.

Commissioner Oakley: What is the purpose for the transient slips at City Hall?

Mr. Marsicano: It will be for people that use the park or for any kind of special events. This was direction given by the previous commission. If council would like to redirect this project we are open to do so.

Commissioner Lister? Will there be overnight fees associated?

Mr. Marsicano: I will be presenting a fee schedule for both John's Pass and City Hall docks to council and from there receive direction from the board.

Vice Mayor Douthirt: How is the sales tax revenue calculated?

Mr. Pierce: Referring to the seven cent sales tax, I believe it is based on the County as a whole. We get a portion of the money that comes in through the County. I can get that calculation for you to be more specific.

Mayor Black: I have a question regarding the beach groin rehabilitation. How often is that done because it is not budgeted for?

Mr. Marsicano: We have only don't this one time. It was a project that we conducted with the County funded by the County.

Gas Tax Fund, Mr. Pierce:

This is a special revenue fund that was created in 2016 that reports the State revenue sharing. This is an estimate for the FY2018 budget. Between the tentative budget and adopted budget in September, I will probably have a more exact revenue figure for the State revenue sharing and other State monies like the communication service tax.

This fund basically covers transportation related expenditures which are better reflected on page 74.

Commissioner Lister: I think we should speak to Alan and get some funds for digital light replacement when we do the undergrounding.

Mayor Black: Before we move on to the capital improvement plan I feel we should introduce our newest member of staff.

Mrs. Gamble: My name is Andrea Gamble and today is my first day working for the City of Madeira Beach. I am a former employee of Redington Beach as of last April to take care of personal business. I have been working with Nick Lewis for training and I'm happy to be here.

Acting City Manager Derryl O'Neal: Mrs. Gamble has been a breath of fresh air through this hiring process. We received her resume and knew right away that she was going to be a perfect fit for the City. We offered her the job and she was gracious enough to start right away so she can go through some of the processes with Mr. Lewis. We are glad to have her with us

4. CAPITAL IMPROVEMENT PLAN

Derryl O'Neal, Acting City Manager/Fire Chief

Walt Pierce, Finance Director

Mr. Pierce: The capital improvement fund has been revised since it was included in your packets. The City dock construction came out of the local option sales tax fund that is \$200,000, previously \$290,000. The gateway sign that is coming out of the general fund is \$50,000. Parking pay station upgrades from the general fund is \$40,000. Mr. O'Neal, Mr. Lewis, Mr. Tarkenton, and I had a lengthy meeting with a sales representative from Cale America after our meeting last Wednesday. We were informed of current optional features including the "pay-by-plate" feature that is linked with a cell phone app which would make for a much easier and convenient parking experience for our visitors. We were informed that this is a popular method of paying to park that works for their other customers. The life expectancy for the machines are about seven years or less due to being exposed by the elements. A feature that will be good for our visitors is they will be able to pay to park at Archibald and relocate to John's Pass without having to repay.

Commissioner Oakley: I feel that the equipment needs to all be the same. If not, that could be confusing to a visitor that paid on a new machine and parks in a different lot that has the old meters. They would be confused if they would need to make an additional payment.

Mr. Pierce: Right now we are budgeted for \$40,000. The price will decrease per unit the more machines we buy and we also get another discount for the trade in value of the old machines. I have a quote for 15 and 20 machines so it's something to consider.

Commissioner Oakley: How many machines do we have in the City?

Mr. Lewis: There is 27.

Commissioner Oakley: Walt can you get a quote for all 27 pay stations? Maybe we can redirect funds available for docks to use to purchase all new pay stations. That way we can all be up to date. I'm just looking for an estimated cost because it sounds like it's going to be expensive.

Mr. Pierce: Once I receive a quote for all of them I can come back for more direction. We could also formulate other plans of replacing some in this budget and the remaining balance could be in the 2018 budget.

They do have a contract available where they come out and conduct repairs and routine maintenance but it will take them 24 to 48 hours to arrive. Cale America recommends that we make an investment in training our staff. Mr. Tarkenton is trained to operate on these machines but we need to get other members of the department trained as well.

They have a preventative maintenance package for \$30 per pay station. They will come out and service each pay station once a month where they clean everything and inspect for possible issues.

Commissioner Oakley was clarified that the maintenance package would cost \$30 per pay station per month.

Mr. Pierce: The maintenance contract would be an hourly rate of \$125.00.

Commissioner Lister: Will the machines at least have a one year guarantee?

Mr. Pierce: Yes and another good thing about this contract is it will also take pressure off of Mr. Tarkenton. The current pay stations require a lot of his attention that pulls him away from other duties.

Right now we have \$40,000 budgeted for the pay station but I would like to increase that if I can.

Commissioner Oakley: What does council think about putting off doing the City Hall docks and reallocate those funds to buy more pay stations for the parking department? They generate a lot of money for the City.

Mr. Pierce: That is a good idea Commissioner Oakley, if council agrees to move those funds id be receptive to that.

Commissioner Lister: During storms do we have to unbolt them from the concrete and temporarily relocate them?

Mr. Lewis: No, we just remove the battery at the bottom of them.

Commissioner Lister: In 2013 we spent \$230,000 for all new pay stations and we brought in around \$1,700,000 just last year so it's a good trade off. Does the parking enforcement staff have to scan the license plate with a device to find out if they are in the system?

Commissioner Oakley suggests that council receive a presentation to get more information about the new parking process.

Mr. Pierce received confirmation from the BOC that the funds in the local option sales tax will be reallocated to purchase more pay stations.

Commissioner Oakley: In the meantime we would like a quote for the replacement of all pay stations and a presentation from Cale America.

Commissioner Lister: My only other input on that would be we might want to buy one or two more machines than we need just to put them off in storage and have those available in case we have a catastrophic failure and one of the machines goes down. Or we get our transient parking down at John's Pass and we could put a machine down there for people to pay.

Mr. Pierce: Moving forward on the CIP rehabilitation and replacement program that Dave indicated on storm water is \$200,000. Road sign replacement from the general fund is \$100,000. Sanitation vehicle equipment storage facility we moved down to \$200,000. Street resurfacing and general fund is \$20,000. The paint stripe for the engine is \$15,000. The Archibald vehicles \$32,000. Sanitation vehicles is also \$32,000. General fund vehicle for Recreation is \$32,000. The street sweeper vehicle that Dave mentioned is \$291,000. The acquisition of equipment for the ladder truck is \$50,000. This total is \$1,282,000 of which \$307,000 comes out of the general fund.

Vice Mayor Douthirt: Does the City have a plan for the next five years as far as what we will be purchasing?

Mr. Pierce: We do have a replacement plan that I communicate with Dave and Megan with. Megan does a great job with keeping all of that information up to date for all departments.

5. TRIM REQUIREMENTS/SCHEDULE

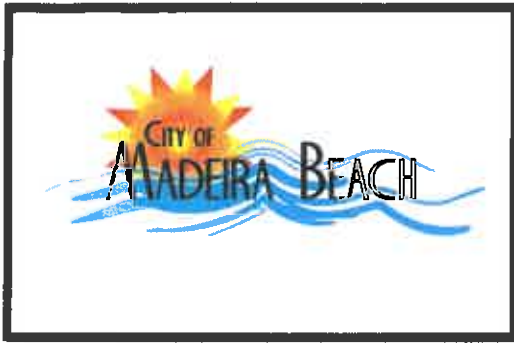
Walt Pierce, Finance Director

Mr. Pierce: I will keep council advised as far as the trim requirements as we are moving forward.

Public Comment: I hear complaints about the old pay stations all the time. It will be money well spent to invest in up to date machines.

D. ADJOURNMENT 9:05

Mayor Black: Meeting is adjourned at 3:35p.m.



THE CITY OF MADEIRA BEACH, FLORIDA PUBLIC NOTICE

BOARD OF COMMISSIONERS BUDGET WORKSHOP MEETING

The Board of Commissioners of the City of Madeira Beach, Florida will meet at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below.

2:00 P.M.

TUESDAY, JUNE 28, 2017

COMMISSION CHAMBERS

A. CALL TO ORDER – The meeting was called to order at 2:00 p.m.

B. ROLL CALL

MEMBERS PRESENT: Maggi Black, Mayor
John Douthirt, Vice-Mayor
Terry Lister, Commissioner District 1
Nancy Hodges, Commissioner District 2
Nancy Oakley, Commissioner District 3

Staff Present: Derryl O'Neal, Acting City Manager
Erica Augello, City Attorney (CA)
Nick Lewis, Interim City Clerk
Walter Pierce, Finance Director (FD)
Dave Marsicano, Public Works/Marina Director (PW/MD)
Doug Andrews, Events and Recreation (PZD)

C. TOPICS

1. PRESENTATION OF GOALS AND OBJECTIVES FOR FY2018 LEGISLATIVE SESSION

Alan Suskey, Lobbyist

The first project we worked on was the American Legion Storm Water Project that the city had in the budget for \$145,000. The next year was the John's Pass Village lighting project that we received a little over \$300,000 from the State Legislature. This year there was an issue with the ball field lights. We tried to fix that issue with \$200,000 in the state budget but unfortunately this project was vetoed along with many others. My suggestion is we pick three to five projects and meet with the legislative delegation to decide what they are interested in and from there we will collectively work on the priorities of both parties and decide what is best for both. The ball field lights are still an issue so it is up to the commission to add that back to the list or not. One refurbishment that we have worked hard on is the sand groins on the beach. We have asked for \$1,000,000 and I feel that if the commission choses to put that on the list we will have a good chance of getting approved.

Something else I would like the city to consider is having more interaction with our legislature as a whole. For instance, I would like to have Senator Rob Bradley visit with us when he is here in September so he can see the state of disrepair that the sea groins are in. I feel this will have an impact when he is analyzing his budget. I also feel that having Senator Latvala visit us and see the ball field and sea groins to better communicate what the city needs.

Question from Commissioner Lister: I know it is imperative that we have a presence during the committees as opposed to when the session starts. Is there some way you can prioritize the top five committees and send them to us? Also, do we need a letter from the commission inviting senator Jack Latvala to the City of Madeira Beach?

Response to Commissioner Lister: Yes, I can prioritize the committees where we spend the most of our time and operations. For instance, events like the John's Pass lighting are areas that we can get engaged to help you facilitate those invitations to make sure we have reasons to invite them down. Also, if we know ahead of time that someone will be in town, I can call them and ask for some of their time to come down and view a project. We have no problem sending an official letter but sometimes a simple phone call put us on the schedule.

2. OVERVIEW OF BUDGET PROCESS

Derryl O'Neal, Acting City Manager/Fire Chief
Walt Piece, Finance Director

Acting City Manager/Fire Chief Derryl O'Neal: This is the first of several budget meetings. Considering how much information there is to present, I've asked our Finance Director Walter Pierce to keep the process moving forward so we don't get too bogged down with details. Every budget process that I've ever been a part of I've always asked my County or City manager what kind of budget they expect of me. For example, do you expect a budget with additional fluff put into it that you can then go back and make cuts to or would you like me to provide you with a realistic budget that is reflective of the levels of service and expectations that the citizens expect? More often than not, I get the response of providing a realistic budget of what I will need to perform my job to the standard that is expected of me.

Director of Finance Walter Pierce: Revenue sources: I would first like to mention that what I have presented to the commission is very much a document in the works. In fact, I have already made adjustments to it. A proposed budget will probably be ready by a week and a half after the budget workshop meeting this Friday, the 30th of June. Hopefully the proposed budget will be approved and the millage rate will be adopted through resolution. At this time, I feel we can accomplish everything we want to accomplish for this budget and keep the millage rate the same. Just a brief update for everyone, we have a budget workshop on Friday June 30th and also in that same meeting we have our financial advisor speaking with us about current debt we have. At that time the commission will be able to ask our financial advisor any questions and we will be happy to address those questions. After the proposed budget is approved, there will still be changes between when that and the tentative budget which will be adopted in September. In September we will have two separate hearings and that is another opportunity for the public to voice any comments or questions in the construction of our budget. In the budget information you were provided with, we estimate what the ad valorem increase is on page two. It shows that I took the taxable value that was provided by the property appraiser, keeping the millage rate at 2.2, I was able to come up with the total estimated property tax revenue for the FY2018 of \$2,453,499 at this point in time.

3. GENERAL FUND REVENUE

Walt Pierce, Finance Director

For the interest of time, I'm going to bring up some major points that I feel are important. We have increased the fire inspection fees up to \$25,000. The fire chief has asked for an additional fire marshal position. The reason for the increase is due to the fire department not having the man power to properly keep up with inspections.

Acting City Manager/Fire Chief Derryl O'Neal further added justification for the increase by informing that there was a fire inspector position here previously and there are inspection fees that are associated with fire inspections. These associated fees can offset the cost of opening the new position. Mr. O'Neal then explains that fire inspections are not only a life safety issue but it also concerns us with our insurance service organization rating within the community that set our insurance premiums for residential and commercial properties. It is imperative that we get this position filled again.

Director of Finance Walter Pierce: The intergovernmental revenue, communications tax, state revenue sharing, and the half cent sales tax figures have all stayed the same. These numbers will change but very slightly. The EMS budget from Pinellas County is \$413,491 and the fire protection from Redington Beach and Redington Shores is \$246,211. We are pleased with these numbers.

Speaking in regard to the Parking Department: We are expecting an increase of 5.61%. An area that has increased significantly is the parking fines. We had 90,500 in this year's budget but we actually took in \$147,000. We are on track right now to match that. We are also going to fill a vacant part-time position within the department based upon the increased work in the department and cover for existing staff.

Speaking in regard to Culture and Recreation: The major increased include the summer program, field rentals, and special event fees. Overall, we are looking at over 20% increase. These are based on figures that Doug Andrews provided.

4. GENERAL FUND DEPARTMENTS

City Manager's Office Budget: The areas that have been decreased are professional services from 10 to 5 and promotions and public relations which was decreased down to \$15,000.

Community Development Budget: The most notable is we are putting in for a half-time new director position. This would be split 50/50 between community development and building. This position being added is an effort to reduce the extra expense from relying on consulting services.

Finance Department Budget: A brief update to changes in the department would be the compensation for the financial coordinator was recently increased before I was hired on. Also, I took less pay than the former finance director to give our accounting manager a compensation increase.

The increases in accounting/ auditing and other contractual services is due to a three year contract that increases annually.

Side note: As I am going through all of this, I would appreciate any kind of direction from council. If the commission would like to add anything or change anything or if you all feel something should be deducted, I'm happy to make those changes for you. I'm simply looking for direction from the commission.

A job title change that I'm looking to in the department is for Karen. Currently her job title is Financial Coordinator. I'm looking to change that title to HR/Payroll Coordinator. She is responsible for multiple tasks but the majority of them are HR related.

City Clerk Budget: We adjusted the budget higher due to a new certified director. The only other items we increased was travel and training assuming that the new director would be certified.

At this time it is staff recommendation that the Deputy Clerk position be reclassified to Administrative Support Specialist. The logic behind this recommendation is to hire someone for that position with the goal of getting certified in hopes that when the City is hiring a new City Clerk, this person can either fill in on an interim basis while the City is searching for the next clerk, or this person could simply be promoted to be City Clerk. This is in efforts to avoid the current situation the City is facing and preparing for the future.

Non Departmental Budget: Computer support was increased from \$95,000 to \$103,000 due to a few things being added on to the 10 year contract we currently have with Network People.

Also, \$25,000 is in the budget for the water taxi service. Is there any direction from council concerning that budget item?

Commissioner Lister: I am for the taxi service. I think that we should continue to fund that service.

Commissioner Oakley: I don't understand why we need to subsidize a business.

Commissioner Lister: I understand that we are not in the business to make money and we are not in the business to lose money either. This is a service that we can provide that is on the cutting edge. I would like for Madeira Beach to be remembered for years to come as the city that first supported this service.

Mayor Black: I've asked Mrs. Hubbard how many riders they've had and she could not provide that information to me. Every time I've seen it it's been practically empty.

Commissioner Lister: Mr. and Mrs. Hubbard will be more than happy to meet with you. I think the taxi service is a wonderful service for not only our residents that get 50% off but also for our tourists who visit our Beach and sometimes don't even need a car because of this service. The service is money well spent

Vice Mayor Douthirt: I agree with Commissioner Oakley in that we shouldn't be subsidizing a business. I was the one who brought this up by saying it should not be costing the City money.

Commissioner Lister: I know exactly what you are saying Vice Mayor. I will continue to fight you on every point. You guys are wrong with what you are doing to the City and you're wrong with where you are leading the City.

Public Works Budget:

Dave Marsicano: We haven't made any significant changes to any of the line items. There is a \$6,000 purchase under tools and that is for a diagnostic computer for the larger vehicles that we work on such as garbage trucks and fire trucks.

Commissioner Oakley: Can you tell me what the \$20,000 for street resurfacing is for, what street to be more specific?

Dave Marsicano: That amount is essentially for repairing minor road defects like pot holes or any other kind of blemish that could potentially cause any kind of harm.

Fire Department Budget:

Derryl O'Neal: The biggest thing in the fire department is going to be the arrival of the new fire truck. We also have an additional fire fighter position in here. What I would like to do is research this further and present the actual numbers of what it will do for the longevity of our fire apparatus if we added one fire fighter per shift every year for the next three years. This will give us a five man shift at the fire station and allow us to keep our water rescue unit in service 100% of the time. In the last six months out of 180 days it was out of service for 120 days for the lack of manpower.

Commissioner Lister: By adding an extra fire fighter you are saying that we are going to save on wear and tear on the new fire truck?

Derryl O'Neal: Yes sir.

Commissioner Lister: By adding the fire inspector, how are we going to save money?

Derryl O'Neal: The fire inspector isn't only going to save us money, its actually going to generate money for us.

Commissioner Lister: What is the salary for the fire inspector?

Derryl O'Neal: Fire marshal pay grade of \$50,432

A full inclusive price of new fire marshal position was requested by Mr. Lister. Also adding that he would like to change that line item of the fire inspector.

Commissioner Hodges: Line item 5210, went up to \$31,000. It mentions kitchen supplies, cleaning supplies, disposable material?

Derryl O'Neal: That amount also included equipment that was going on to the new ladder truck to bring it up to Pinellas County standards.

Commissioner Lister requests a breakdown of the \$100,000 spent in overtime for fire department staff.

Law Enforcement Budget: Mr. Pierce continued: I received the contract from the Sheriff's Department and it includes an increase of \$1,238,869. There were some shift changes that brought that down 2.49%. It proved to be beneficial to have the two additional officers as opposed to having our own staff from a cost standpoint. The difference was 211,000 in having those two additional people.

Parks Budget:

Dave Marsicano: The biggest change in the parks service is the contractual services number that went down to 85,000 due to the recreation staff taking over City Hall exterior maintenance.

Commissioner Lister received assurance from Mr. Marsicano that the 85,000 figure includes all parks in the city.

Recreation Budget:

Doug Andrews: Most of the increases in the budget are due to increase in activities. The increase in travel and training is due to my staff taking advantages of the classes they are allowed to take that allow them to perform their job better. The ball field lights were returned back to \$34,000 because we didn't get the State appropriation. The \$8,000 increase that is set aside in maintenance and building is for painting the rooms that host weddings and other events.

Vice Mayor Douthirt: What is the \$30,000 used for under promotions and public relations?

Mr. Andrews: That amount is used for co-sponsored events. For instance, when we did the carnival we paid \$10,000 for the entertainment and we get 50% net revenues from that.

Commissioner Oakley: Why did little league double?

Mr. Andrews: little league doubled because it quadrupled in size.

Commissioner Oakley: Why are we funding this?

Mr. Andrews: We are not funding this. They are paying us. Look at the revenue lines. It's a positive number.

Truck number 20 we have in the budget to be replaced next year which explains the figure under the capital equipment line.

Vice Mayor Douthirt: I see the total expenses but where is the total revenue that we are bringing in?

Walter Pierce commented, In the middle of page five it says culture and recreation \$328,000. This revenue figure includes everything in Mr. Andrews's area.

Commissioner Lister: There has to be a saturation point that we are going to get to before long so that we won't be making all of these budget amendments for the recreation department. The rec department has done phenomenal. Vice Mayor you aren't taking into account what these people spend. They are here for three weeks doing a tournament. Revenue is being brought into the city from things like this. Doug, I have respect for what you are doing.

Parking Enforcement Budget: The contractual ticket processing line item increased due to the number of processed tickets increasing.

Chris Tarkenton: Currently, the city has about twenty eight ageing pay stations. These antiquated pay stations cost me a lot of time out of my day making repairs, ordering parts, replacing batteries, reprogramming software, etc. We were considering purchasing new up-to-date pay stations in effort to open up my schedule more so I can perform more of the other necessary job functions that my position calls for. I'm simply spending too much time repairing pay stations. By having pay stations that don't need constant attention, I will have more time to issue parking violations and conduct office related duties that are more specific to the nature of my position.

Dave Marsicano: Originally Nick and I did the RFP for the first pay stations in Madeira Beach. Cale America, the company that we do business with, is outstanding but we didn't get the best machines on the market when we did that RFP. Everything that you are hearing from Chris is accurate. I'm in the field every day and complaints about the pay stations are our number one most frequent complaint. It gives the visitor a much better experience when they don't have to fight with the parking meter.

Walter Pierce: Chris, how many machines would you say need to be replaced right away?

Mr. Tarkenton: I would say that there are ten that would be a necessity. The others we have on the smaller beach avenues I can keep up and functioning without having to spend extra capital. Some of the major ones I would replace ASAP would be village 4, village 3, and JP2. Those three pay stations are in the busiest section of the city and deal with the most volume of transactions. When one of those pay stations is having an issue it backs up lines at other pay stations and causes frustration for visitors. Those three would be on my list for immediate replacement as well as the three across the street at John's Pass Park. These pay stations are called south 1, 2, and 3. Those machines are also very busy. We actually lost communication with south 1 about a year ago due to the modem going bad. We get constant updates and financial reports sent to us for the pay stations. These updates include everything from financial reports, if the machine is running out of paper, or if there is a malfunction. I lost all of that communication because of the modem. It's only a matter of time before this happens to the rest of the pay stations. If this happens I won't know how much money is in the machines, or if they are malfunctioning in any way, I will have to physically inspect each and every pay station several times per day.

Walter Pierce: Chris, the latest estimate you received from Cale to replace five would cost around \$30,000.

Mr. Tarkenton: Yes, and per unit cost is actually cheaper than I was expecting when comparing the cost of the meter we recently purchased for Arch 1.

Walter Pierce: How much more beyond the \$40,000 would it take to solve this issue?

Mr. Tarkenton: Not much at all. In the short term I can get away with replacing five or six by just replacing the high traffic area pay stations.

Vice Mayor Douthirt: Walt, what is the \$87,800 for banks and fees?

Walter Peirce: That is our credit card fees for the credit card charges.

Commissioner Lister: Would the new pay stations have the capability of paying by phone?

Mr. Tarkenton: Yes, they all come with that capability, we would just inform Cale to activate that software and we would have to employ a new system of ticketing.

Commissioner Lister: The five pay stations that we are talking about replacing, are we going to put the old ones in storage and use them for parts?

Mr. Tarkenton: No, we would be selling the old pay stations back to Cale to reduce the cost of the new machines.

Commissioner Lister: Is there going to be any kind of maintenance contract with these refurbished pay stations?

Mr. Tarkenton: Yes, it's called a Parts Smart Warranty. The replacement parts come in free of charge.

Commissioner Lister: How is the cyber security on these new machines compared to the new ones?

Mr. Tarkenton: That would be a question that Cale America could probably answer better, but as of now I know that they share the same credit card slots.

Commissioner Lister: What is the figure that we make in parking?

Walter Pierce: \$1,748,500

Commissioner Lister: If we have a better system that can be put in place we should do it. Put as much as you can to purchase the new meters. We need to create a better experience for our staff and visitors. If visitors can pay by phone it would be pretty easy. Let's get into the 21st century. Why are we nickel and diming this? I'm fine with spending \$160,000, I just need to know that these new machines aren't going to need to pull Chris from his other job duties.

John's Pass Village Budget: We would like to move item number six entitled Proprietary Funds: Sanitation, Storm water, and Marina Funds to Friday June 30th if that is okay with council.

The only changes in this fund are for departmental supplies and electrical. This is due to the lighting project that we just did in John's Pass.

Commissioner Lister: Dave, I would like you to present some options as far as replacing the garbage can at John's Pass. Also, if you can do some research into John's Pass and/or Madeira Beach signs to place on the benches located in John's Pass.

Mr. Marsicano: That request for benches and trash cans also came from the Merchants Association.

I also have one more project that you will see happening down there which is in this year's budget and that is the sea wall across from the fish shack. That wall needs to be replaced.

Side note from Walter Pierce: Due to me being hired late in the budget process, I have been following the same format that this budget has been in with Vince that has done such a great job with. I just want council to know that the next time I do the budget, I want to include goals and objectives for each department as well as accomplishments that those departments have achieved.

5. Archibald and Building Fund

Walt Pierce, Finance Director

Dave Marsicano: I do believe that the only change in this fund is the little amount of money we have to the side for the sprinkler system. I do have \$15,000 in this year's budget allocated to build changing rooms that will not intrude on parking spaces. We believe this will eliminate people using the disabled stall in the bathrooms as a changing room.

Commissioner Lister was informed by Mr. Marsicano that there will be four changing rooms, two for each sex.

Commissioner Oakley: Why is there 2.75 people for Archibald?

Mr. Marsicano: We are very understaffed. It wouldn't be possible to solely dedicate employees to stay at Archibald Park all day every day.

Commissioner Oakley would like to be sure that the deed regarding Archibald Park is not being violated with how the 2.75 employees are being paid due to the employees also working in other areas of the City.

It was made clear by Mr. Marsicano and Mr. Pierce that the commission will be notified of who those employees are as of Friday, June 30th 2017.

Dave Marsicano: I would also like to cover in the Archibald Fund a capital purchase of a vehicle to replace number 36. This is a 1997 Ford F250.

Building Fund:

Frank Desantis, Building Official: There are only two notable changes in the building fund. The \$10,000 difference in professional services was due to covering other services. The second notable change is the computer software support that we are paying a large part of out of the building department for the Munis software. The \$20,000 in capital equipment is for vehicle replacement for truck number 98. This is a 1998 Ford Ranger.

Commissioner Oakley mentioned concerns about why the building department is operating in the red.

Commissioner Lister assured that the building department is profitable and it is a convenience for the residents to purchase a building permit from the city rather than the county or Treasure Island.

Mr. Pierce: There is a fund balance with this fund which was separated from the general fund recently. As everything stands right now, there will be \$70,000 that comes from this fund balance to fund these activities but this is a conservative estimate.

Revenue estimates are purposely conservative while expenses are estimated on the high end to provide a cushion if need be.

6. PROPRIETARY FUNDS: SANITATION, STORMWATER, AND MARINA FUNDS

Dave Marsicano, Public Works/Marina Director

This agenda item was moved to Friday, June 30th 2017.

1. ADJOURNMENT 9:05

Mayor Black: Meeting adjourned at 4:27p.m.



**THE CITY OF MADEIRA BEACH, FLORIDA
PUBLIC NOTICE**

**BOARD OF COMMISSIONERS
SPECIAL MEETING**

The Board of Commissioners of the City of Madeira Beach, Florida will meet at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below.

6:00 P.M.

MONDAY, JUNE 19, 2017

COMMISSION CHAMBERS

- A. CALL TO ORDER** – The meeting was called to order at 6:00 p.m.
- B. INVOCATION AND PLEDGE OF ALLEGIANCE** – Commissioner Terry Lister
- C. ROLL CALL**

MEMBERS PRESENT: Maggi Black, Mayor
John Douthirt, Vice-Mayor
Terry Lister, Commissioner District 1
Nancy Hodges, Commissioner District 2
Nancy Oakley, Commissioner District 3

Staff Present: Derryl O’Neal, Acting City Manager
Tom Trask, City Attorney (CA)
Erica Augello, Interim City Attorney (CA)
Walter Pierce, Finance Director (FD)
Dave Marsicano, Public Works/Marina Director (PW/MD)
Doug Andrews, Events and Recreation (PZD)

D. APPROVAL OF THE MINUTES

There were no minutes to approve.

E. APPROVAL OF THE AGENDA

A motion to approve the agenda as presented was made by Commissioner Lister and seconded by Vice Mayor Douthirt.

ROLL CALL:

Commissioner Lister.....YES	Vice-Mayor Douthirt.....YES
Commissioner Hodges.....YES	Mayor Black.....YES
Commissioner Oakley.....YES	

F. PUBLIC COMMENT – LIMITED TO THREE (3) MINUTES

Ronald Llauguet – Commissioners are doing a great job and have the courage to act on difficult issues.
A gentleman – concerns on new construction /development in Madeira Beach – causing traffic concerns.
Robert Preston – concerns on new development / construction – wants a City meeting where he can ask questions – disappointed with Board of Commissioners.
Steven Raio – Disappointed with Board of Commissioners.
Rose Llauguet – Concerns with Barefoot Beach
John Hendricks – Concerns re: Board of Commissioners – wants copies of texts – emails and phone calls from Commissioner Oakley, Vice Mayor Douthirt and Mayor Black – accusing of obstruction of justice.
Ann Rasmussen – Concerns on infrastructure in Madeira Beach.
Ronald Llauguet - read from his papers.
Tom Edwards – Disappointed with the Crawford’s and concerns with Barefoot Beach.
Jeff Brown – Question for Mr. Trask – ethics concerns.
Kathy – Concerns with City Attorney
15329 Harbor Drive – Concerns with the Board of Commissioners

Debby Weinstein – Disappointed with Shane Crawford
Ms. Tiner – Supports Shane Crawford’s professionalism.
Attorney for the Crawford’s – wants a resolution – thanking Trask
A gentleman – Crawford’s were not breaking any laws – fell in love and got married.
Peter Trot – no checks and balances in the City.

G. CONSENT AGENDA

There were no items under Consent Agenda.

H. UNFINISHED BUSINESS

A motion was made to recuse Commissioner Oakley from voting as this was an ethical conflict. Attorney Trask said Commissioner Oakley has to vote. Attorney Augello checked with State Attorney Pam Bondi’s office – there is no ethic violation ruling against Commissioner Oakley, therefore she can vote.

ROLL CALL:

Commissioner Lister.....YES	Vice-Mayor Douthirt.....NO
Commissioner Hodges.....YES	Mayor Black.....NO

1. CONSIDER APPROVAL OF RESIGNATION AGREEMENT AND INDEPENDENT CONSULTATION AGREEMENT OF SHANE CRAWFORD.

The Crawford’s Attorney addressed the Council requesting resolution.

A motion to approve was made by Commissioner Lister, seconded by Commissioner Oakley.

ROLL CALL:

Commissioner Lister.....YES	Vice-Mayor Douthirt.....YES
Commissioner Hodges.....YES	Mayor Black.....NO
Commissioner Oakley..... NO	

2. CONSIDER APPROVAL OF RESIGNATION AGREEMENT AND INDEPENDENT CONSULTATION AGREEMENT OF CHERYL CRAWFORD

ROLL CALL:

Commissioner Lister.....YES	Vice-Mayor Douthirt.....YES
Commissioner Hodges.....YES	Mayor Black.....NO
Commissioner Oakley.....NO	

3. CONSIDER TERMINATION OF CITY MANAGER, REPEALING PRELIMINARY RESOLUTION SUSPENDING THE CITY MANAGER AND ADOPTING A NEW PRELIMINARY RESOLUTION TERMINATING THE CITY MANAGER

This item was removed off the agenda based on the item one and two passing.

4. NEW BUSINESS

5. REPORTS/CORRESPONDENCE

- CITY COMMISSION
- CITY ATTORNEY
- CITY MANAGER
- CITY CLERK

6. ADJOURNMENT



THE CITY OF MADEIRA BEACH, FLORIDA
PUBLIC NOTICE

BOARD OF COMMISSIONERS
WORKSHOP MEETING ACTION MINUTES

2:00 P.M.

TUESDAY, May 23, 2017

COMMISSION CHAMBERS

A. CALL TO ORDER

The meeting was called to order at 2:00 PM

B. ROLL CALL

Members Present:

Maggie Black, Mayor
John Douthirt, Vice Mayor
Terry Lister, Commissioner District 1
Nancy Hodges, Commissioner District 2
Nancy Oakley, Commissioner District 3

STAFF PRESENT:

Thomas Trask, City Attorney (CA)
Derry! O' Neal, Fire Chief/Acting City Manager
Nick Lewis, Interim City Clerk
Dave Marsicano, Public Works/Marina Director (PW/MD)
Doug Andrews, Events and Recreation Director (ERD)

C. TOPICS

1. DISCUSSION ON ATTORNEYS LETTER REGARDING MR. CRAWFORD'S SUSPENSION

Thomas Trask, City Attorney

City attorney Trask discussed the City receiving letters from Crawford's attorney entailing pending discussions. Possible resolution from the Crawford's attorney which will be tabled until next meeting.

A motion to table this item was made by Commissioner Lister and seconded by Vice-Mayor Douthirt

THE MOTION PASSED UNANIMOUSLY

2. DISCUSSION ON APPOINTMENT OF MADEIRA BEACH COMMISSION MEMBER TO THE BIG C

Mayor Black stated that the current Mayor is typically appointed to this roll.

A motion to appoint Mayor Black to the Big C was made by Vice-Mayor Douthirt and seconded by Commissioner Oakley.

Commissioner Lister discussed appointing Vice-Mayor as an alternate. Commissioner Lister amended the motion to add Vice-Mayor Douthirt as an alternate and was seconded by Commissioner Hodges.

THE MOTION PASSED UNANIMOUSLY.

3. DISCUSSION ON CREATING BID, BUDGET, AND CHARTER REVIEW COMMITTEE

Nancy Oakley, Commissioner District 3

Commissioner Oakley discussed putting up forms on the City Website to apply as committee members. Three committees- Budget Review Committee, Charter Review Committee, Bid Review Committee, and Renewable Energy Committee; per Doug Andrews request. Commissioner Lister discussed parameters for number of committee members to be evenly distributed with one member from each district. Commissioner Hodges brought up minutes being taken for the committees. City Attorney Trask stated all committees need to be appointed by

resolution with specific parameters and boundaries including: quorums, responsibilities, how often they meet, and what would happen if no meeting takes place, Etc.

THE CONSENSUS WAS TO LET CITY ATTORNEY DRAFT A RESOLUTION TO CREATE COMMITTEES.

4. DISCUSSION ON WELCOME SIGNS

Nancy Hodges, Commissioner District 2

Dave Marsicano discussed City Budget of \$15,000 for improving signage that needed to be added or replace existing.

THERE WAS NO CONSENSUS SO THE ITEM WILL BE ON THE NEXT REGULAR COMMISSION MEETING

5. DISCUSSION ON INTERIM CITY CLERK SALARY

City Attorney Trask discussed memo from Nick Lewis on pay scale for City Clerk salary.

Vice-Mayor Douthirt discussed current baseline salary for a City Clerk in the amount of \$66,560 annually. Vice-Mayor Douthirt suggested a pay raise to be given to Interim City Clerk retroactively.

THERE WAS NO CONSENSUS SO THE ITEM WILL BE ON THE NEXT REGULAR COMMISSION MEETING

6. DISCUSSION ON POSTING CITY CLERK JOB

Mayor Black discussed City Clerk job posting with a requirement to obtain a certification. Commissioner Oakley discussed importance having a Certified City Clerk and or equivalent work experience. City Attorney Trask suggested Budgeted Director Walter Pierce prepare ad for job description. Commissioner Lister reiterated importance of City Clerk certification to be included in job posting.

THERE WAS NO CONSENSUS SO THE ITEM

Public comment - Citizen John Hendrix of 569 Normandy Rd. Madeira Beach Distributed handouts to commissioners of E-mails between commissioners.

7. DISCUSSION ON POSTING CITY ATTORNEY CONTRACT

City Attorney Trask discussed he will not be renewing contract. His recommendation to appoint Erika Ongello on interim basis under the same current contract terms agreement with the same hourly rate and retainer. City Attorney Trask discussed other option of RFP for the position. Commissioner Hodges inquired on Erika Ongello's other commitments and work experience. City attorney Trask stated Erika Ongello has availability in her schedule to attend City of Madeira Beach BOC meetings.

CONSENSUS WAS TO TABLE ITEM UNTIL NEXT MEETING

8. DISCUSSION ON APPOINTING AN ACTING CITY MANAGER

City Attorney Trask stated under Charter 5.3 commission has the capability to appoint Acting City Manager during the term without City Manager. City Attorney Trask recommended discussion on appointing Interim City Manager for next meeting.

Mayor Black recommendation to appoint Fire Chief O'Neil. Commissioner Lister did not agree with putting added responsibility on Fire Chief O'Neil. Mayor Black and Commissioner Oakley stated Chief was doing an excellent job filling in as acting City manager. Commissioner Hodges stated her concerns of added responsibility in addition to his job as Fire Chief. Chief O'Neil discussed his work and education experience being concurrent with the role as Acting City Manager. He discussed the importance of keeping the City operating with high standards and stated he would be able to complete the task, as it was a temporary position.

THE CONSENSUS WAS TO MAKE DECISION AT SPECIAL MEETING

9. DISCUSSION BUDGET CALENDAR

Walter Pierce, Budget Director

Walter Pierce discussed handout on 2017-2018 Tentative budget calendar year to include calculation of revenue as a guide for completing upcoming budget.

THERE WAS NO CONSENSUS ON THIS ITEM

10. DISCUSSION ON CITY'S BANKING/FINANCIAL INSTITUTIONS ACCOUNT ACCESS

Walter Pierce, Budget Director

Budget Director Walter Pierce discussed needing council approval for granting City Banking access to Patrick Cade. Walter Pierce stated this was temporary access until he is named Finance Director and can assume this responsibility.

Mayor Black stated there will be further discussion on account access at the next meeting.

CONSENSUS WAS TO TABLE UNTIL SPECIAL MEETING

11. DISCUSSION ON CONTRACT APPROVAL AND PROCUREMENT AUTHORITY

Walter Pierce, Budget Director

Budget Director Walter Pierce discussed needing approval and procurement authority from a financial aspect.

CONSENSUS WAS TO TABLE UNTIL SPECIAL MEETING

12. DISCUSSION ON STATE APPROPRIATIONS FPR BALL FRIEL LIGHTING

Doug Andrews, Recreation Director

Recreation Director Doug Andrews discussed a budget of \$200,000 for L.E.D lighting for the ballfields. He stated the City lobbyist believes it be approved and if so can save the City between \$10,200-17,000 in energy costs annually. Doug Andrews stated this would lower the overall carbon footprint and energy costs and reduce glare on water.

Commissioner Lister asked about projected savings and Doug Andrews answered the City would save around 40% and pay for themselves in due time.

CONSENSUS WAS TO TABLE ITEM

13. DISCUSSION ON POSSIBLE EVENTS AT THE RECRETION CENTER

Doug Andrews, Recreation Director

Recreation Director Doug Andrews stated his staff needed direction on what way events go as a City. Andrew's stated each event needs approval and if the Recreation Center is waiving fees he would like to be credited for the amount. Commissioner Douthirt discussed wanting to go over the fee schedule. Commissioner Lister stated the fee schedule is a money maker and the City is not in the business to make money. Commissioner Lister stated the importance of making the community enjoy City events. Mayor Black inquired on when the fee schedule was last revised. David Marsacano stated the fee schedule is approved with each new budget.

THERE WAS NO CONSENSUS ON THIS ITEM

14. DISCUSSION ON WORKOUT FACILITY

Doug Andrews, Recreation Director

Doug Andrews discussed structuring the workout facility that makes scents with City insurance. Walter pierce stated the City insurance carrier would increase costs if facility use changes and to proceed with caution. Commissioner Oakley asked Doug Andrews for inventory of workout room. Commissioner Lister stated he believed opening the facility to public is a liability. Commissioner Hodges suggested the idea of giving the workout equipment to the fire station and using the room for cards. Doug Andrews suggested to table the discussion.

ITEM WILL BE ON NEXT WORKSHOP

15. DISCUSSION ON PUMP OUT BOAT

Dave Marsicano, Public Works/Marina Director

Dave Marsacano stated the operations plan for the pump out boat had a total cost of \$108,247.90 with a grant award for \$81,185.90 leaving a cost to the City for \$27,000.

Commissioner Lister stated he believed it was prudent for the City moving forward. Commissioner Douthirt discussed questions for annual costs. Commissioner Lister reiterated he thought the pump out boat was an excellent idea. Mayor Black stated she would like a business plan before moving forward. Commissioner Oakley reiterated she would like to see a business plan.

ITEM WILL BE ON NEXT WORKSHOP MEETING

16. DISCUSSION ON VEHICLE REPLACEMENT PLAN

Dave Marsicano, Public Works/Marina Director

Derryl O'Neal, Fire Chief

Fire Chief O'Neil discussed the purchase of replacement vehicle with a \$35,000 budget. This purchase will replace a 1998 Ranger in the Fire Department with a cost of \$31,000. He stated a 1999 Dodge Ram in poor condition will be replaced by a Dodge 4X4 with a cost of \$24,900 purchased from Alan J fleet sales. Commissioner Oakley requested all vehicles be bid out. City Attorney Trask stated it would be advantageous to the City to use current bid.

CONSENSUS WAS TO TABLE UNTIL NEXT MEETING

17. DISCUSSION ON FIRE INSPECTOR

Derryl O'Neal, Fire Chief

Fire Chief O'Neil discussed importance of keeping up with fire inspections. He asked commission to consider adding a fire inspector; would bring an added \$33, 000 in revenue.

CONSENSUS WAS TO TABLE UNTIL NEXT MEETING

18. DISCUSSION ON ORDIANANCE 2017-06

City Attorney Trask discussed a revision to code to be in line with Pinellas County. This revision would change the hours of alcoholic beverages being sold 8:00am- 3:00am 7 days per week. Mayor Black stated they will be moving forward with this code revision.

THERE WAS NO CONSENSUS ON THIS ITEM WILL BE ON THE NEXT REGULAR COMMISSION MEETING

D. ADJOURNMENT - Meeting adjourned at 3:32 PM



THE CITY OF MADEIRA BEACH, FLORIDA
PUBLIC NOTICE

BOARD OF COMMISSIONERS
SPECIAL MEETING ACTION MINUTES

CALLED TO ORDER AFTER WORKSHOP

TUESDAY, May 23, 2017

COMMISSION CHAMBERS

A. CALL TO ORDER - MAYOR BLACK CALLED MEETING WAS CALLED TO ORDER FOLLOWING THE WORKSHOP

B. INVOCATION AND PLEDGE OF ALLEGIANCE – COMMISSIONER LISTER

C. ROLL CALL

MEMBERS PRESENT:

Maggie Black, Mayor
John Douthirt, Vice Mayor
Terry Lister, Commissioner District 1
Nancy Hodges, Commissioner District 2
Nancy Oakley, Commissioner District 3

STAFF PRESENT:

Thomas Trask, City Attorney (CA)
Derryl O' Neal, Fire Chief/Acting City Manager
Nick Lewis, Interim City Clerk
Dave Marsicano, Public Works/Marina Director (PW/MD)
Doug Andrews, Events and Recreation Director (ERD)

D. APPROVAL OF THE MINUTES

E. APPROVAL OF THE AGENDA

A MOTION TO APPROVE AGENDA WAS MADE BY COMMISSIONER OAKLEY AND SECONDED BY COMMISSIONER DOUTHIRT.

ROLL CALL:

COMMISSIONER LISTER.....YES
COMMISSIONER HODGES.....YES
COMMISSIONER OAKLEY.....YES

VICE-MAYOR DOUTHIRT.....YES
MAYOR BLACK.....YES

F. PUBLIC COMMENT – LIMITED TO THREE (3) MINUTES

G. CONSENT AGENDA

H. UNFINISHED BUSINESS

1. AUTHORIZATION OF ACTING CITY MANAGER

A MOTION TO AUTHORIZE CHIEF O'NEIL AS ACTING CITYMANAGER WAS MADE BY COMMISSIONER DOUTHIRT AND SECONDED BY COMMISSIONER OAKLEY.

ROLL CALL:

Commissioner Lister.....NO
Commissioner Hodges.....NO
Commissioner Oakley.....YES

Vice-Mayor Douthirt.....YES
Mayor Black.....YES

MOTION PASSES 3-2

2. AUTHORIZATION OF FINANCE EMPLOYEES TO CITY BANKING ACCOUNT ACCESS

A MOTION FOR REMOVAL ACCESS TO PREVIOUS FINANCE DIRECTOR, VINCENT TENAGLIA. APPROVAL FOR GRANTING ACCESS TO PATICK CADE TO CITY BANKING ACCOUNT.

ROLL CALL:

COMMISSIONER LISTER.....YES

VICE-MAYOR DOUTHIRT.....YES

COMMISSIONER HODGES.....YES

MAYOR BLACK.....YES

COMMISSIONER OAKLEY.....YES

MOTION PASSED UNANIMOUSLY

I. NEW BUSINESS

J. REPORTS/CORRESPONDENCE

K. ADJOURNMENT - THE MEETING WAS ADJOURNED AT 3:57PM

Minutes Prepared by

Lacy LaFave, Intern

Reviewed by

Nick Lewis, Interim City Clerk

Approved by

Maggi Black, Mayor



City of Madeira Beach
Finance Department

300 Municipal Drive
Madeira Beach, FL 33708

Date: August 3, 2017
To: Mayor and Board of Commissioners
From: Walter Pierce, Finance Director
Subject: FY 2018 Law Enforcement Contract

Attached for your review is the FY 2018 Law Enforcement Contract that we received from the Pinellas County Sheriff's Office. Also attached (last page) is the cost worksheet which shows how the FY 2018 amount of \$1,238,369.36 for services was arrived at. This amount is in our FY 2018 Proposed Budget.

Attachment(s): Contract and cost worksheet

Agenda Item: _____

Walter Pierce

From: Upman,Julie <jupman@pcsonet.com>
Sent: Monday, July 17, 2017 9:40 AM
To: Walter Pierce
Subject: FY 18 law enforcement contract
Attachments: MadeiraBch.contract.FY18.final.pdf; MadeiraBch.cost.FY18.curr.svc.level.final.xls

Good morning, Walt, thanks for your call and email information. Attached are the contract and cost worksheet, which serves as the attachment to the contract, for FY 18 law enforcement service. Please look these over and let me know if there are any questions I can answer. Otherwise, please forward these documents to whomever needs these; I don't have the acting city manager's email address either!

If there are no questions, the contract is ready for review and approval by your Commission. I know that more often is done when most cities are a bit further along in their budgeting process but I like to provide as much time as possible for review. This will be old hat to commissioners who have been there – typically, the only changes I make from year to year are to the dates and cost figures unless there is a change in service (like when we added the Codes Deputy). The bulk of the language remains the same from year to year.

I appreciate your assistance in getting this taken care of on your end. Thank you!

Julie L. Upman
Labor Relations Director
Pinellas County Sheriff's Office
Ph. (727) 582-6721
Fax (727) 582-6373
10750 Ulmerton Road, Largo FL 33778
jupman@pcsonet.com

"Leading the way for a safer Pinellas"

CONTRACT FOR LAW ENFORCEMENT SERVICES

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

1. That the recitations set forth above are incorporated herein by reference in their entirety.

2. PURPOSE: The purpose of this Agreement shall be to provide the citizens of the CITY with high quality law enforcement services by the Sheriff's Office.

It is expressly acknowledged and agreed that all services provided by the SHERIFF under the terms of this Agreement are completely paid for by the consideration paid by the CITY under the terms of this Agreement and are completely separate and in addition to any and all ad valorem taxes or any other revenues paid by or received on behalf of the citizens of the CITY to the Pinellas County Board of County Commissioners. In light thereof, the SHERIFF shall continue to have the obligation to

provide normal services to the same degree that such services are provided to the rest of Pinellas County and the CITY is not to be charged extra for these normal services.

PATROL SERVICES:

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

COMMUNITY POLICING:

The SHERIFF further agrees to furnish one (1) deputy specifically for performing community oriented policing services. Said deputy shall be provided five (5) days per week for eight (8) hours per day excepting holiday leave, vacation leave, required training, court appearances, authorized sick leave, and such other absences as may be authorized by the SHERIFF or his designee. The specific hours of work of the community policing deputy shall be determined by his or her supervisor after consultation with the CITY.

- a. The Community Deputy will perform interactive and proactive foot and bicycle patrols whenever transportation by a patrol vehicle is not necessary.

- b. The Community Deputy will actively make personal contacts with both citizens and businesses to solve community crime problems.
- c. The Community Deputy will meet with community leaders to explain crime prevention techniques.
- d. The Community Deputy shall utilize business cards, voice mail, and cellular phones to ensure citizen contact regarding public safety concerns.

The SHERIFF further agrees to furnish one (1) deputy specifically for performing codes enforcement services. This community policing deputy will also be provided five (5) days per week for eight (8) hours per day excepting holiday leave, vacation leave, required training, court appearances, authorized sick leave, and such other absences as may be authorized by the SHERIFF or his designee. The specific hours of work of this community policing deputy shall be determined by his or her supervisor after consultation with the CITY.

- a. The Community Policing Deputy/Codes Enforcement will investigate and take enforcement actions for violations of the CITY'S Code of Ordinances.
- b. The Community Policing Deputy will track and prepare statistical reports for the CITY concerning the numbers and types of violations issued on a monthly basis.
- c. The Community Policing Deputy will interact with both citizens and businesses to address and resolve codes violation related issues.

- d. The Community Policing Deputy will, in conjunction with the CITY'S attorney, prepare and present code violation cases before the CITY'S Special magistrate as necessary.
- e. The Community Policing Deputy will, in conjunction with the CITY'S administrative/clerical staff, prepare citations, send notices of violations and Special Magistrate hearings, and perform other related administrative tasks.
- f. The Community Policing Deputy shall utilize business cards, voice mail and cellular phones to facilitate citizen contact regarding codes violation concerns and questions.

While the CITY anticipates the codes violation related work will occupy all or most of this Community Policing Deputy's time, this Deputy will also assist and work with the other Community Policing Deputy, if and when time allows and the need arises. Likewise, the other Community Policing Deputy may, from time to time as the need arises, assist this Community Policing Deputy with work related to the enforcement of the City's Code of Ordinances.

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

- a. Both Community Policing Deputies will be provided with the necessary codes enforcement training, which currently consists of four (4) separate courses.
- b. The Community Policing Deputy performing full-time codes enforcement service will be provided the assistance of CITY

administrative and clerical staffs, who will perform research, prepare and send out notices and correspondence, and other like administrative and clerical tasks.

- c. Office space and the appropriate equipment needed for the performance of the Community Policing Deputies' administrative duties will be provided.

SCHOOL CROSSING GUARDS:

The SHERIFF further agrees to furnish three (3) school crossing guards. The hours of service of the school crossing guards shall be determined by the SHERIFF based on the hours of operation of the school or schools served.

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

appropriate, on policy matters regarding the delivery of services and attempt to resolve any dispute or misunderstanding between them.

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

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

contemplated herein shall be deemed to be a sworn law enforcement officer of the CITY while performing such services, duties and responsibilities which constitute municipal functions and are within the scope of this Agreement. Accordingly, such sworn law enforcement officers of the SHERIFF are hereby vested with the power to enforce the ordinances of the CITY, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto.

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

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

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

8. SOVEREIGN IMMUNITY. The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that both parties enjoy presently under the Constitution and statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes.

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

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

11. ENFORCEMENT OF LAWS. The SHERIFF shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within the CITY and the ordinances of the CITY. The SHERIFF

shall bring appropriate charges for violations of all laws and ordinances. The SHERIFF shall ensure that deputies assigned to the CITY will have a general familiarity with the code of ordinances of the CITY. The CITY will provide adequate copies of its ordinances for this purpose at no cost to the SHERIFF.

12. FINES AND FORFEITURES. All fines and forfeitures rendered in any court as a result of charges made by the SHERIFF shall be distributed according to general law and the rules of the court.

13. RECORDS. The SHERIFF shall maintain Uniform Crime Reporting records regarding crimes committed within the CITY. These records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and any other information as required by law. A computer printout reflecting a summary of overall activity by event type shall be furnished to the CITY each month. Additionally, the SHERIFF shall maintain a dispatch log with respect to calls for assistance. The dispatch log shall reflect the time a call is received, the time a call is dispatched, the deputy's arrival time, the time the assignment is completed and the geographical location of the incident.

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

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

15. TERM. This Agreement shall take effect on October 1, 2017, and continue in effect thereafter through September 30, 2018, unless hereafter extended upon such terms and conditions as the parties hereto may later agree.

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

The parties agree that where the Agreement is not terminated as provided for herein, the terms of this Agreement shall automatically continue for 120 days beyond September 30, 2018, in the event a replacement contract has not yet been completely executed. The CITY shall continue to pay to the SHERIFF on a monthly basis the amount due per this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, in the cost of service, shall be retroactively applied for services rendered from October 1, 2018, to the approval and execution of the replacement contract, and shall be paid by the CITY to the SHERIFF immediately for the services already provided.

17. CONTRACT COSTS. The CITY shall pay to the SHERIFF, as payment in full for all of the services herein agreed to be performed by the SHERIFF of Pinellas County, the sum of ONE MILLION TWO HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED SIXTY-NINE DOLLARS AND THIRTY-SIX CENTS (\$1,238,369.36). Payment shall be made in twelve monthly installments of ONE

HUNDRED THREE THOUSAND ONE HUNDRED NINETY-SEVEN DOLLARS AND NO CENTS (\$103,197.00). Payment shall be made on the first day of each month beginning on the 1st day of October 2017. (Work Sheet attached.)

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

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

20. NON-ASSIGNABILITY. The SHERIFF shall not assign or delegate the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the CITY, which consent must have been agreed to by the CITY at a public meeting and which consent may be withheld within the sole discretion of the CITY.

21. LIAISON. A close liaison shall be maintained between the CITY and the SHERIFF. The SHERIFF agrees to make available to the CITY a specific member or members of the command staff who shall be available twenty-four (24) hours per day to act as liaison between the CITY and the SHERIFF. The Mayor and Commissioners and the SHERIFF, or their designees, shall meet and confer with each other on a regularly

scheduled basis to discuss the administration of this Agreement. The SHERIFF or his designee shall, upon request of the City Commission, be present at City Commission meetings for discussion of the provision of law or codes enforcement services within the CITY, for budget preparation purposes, or for any other purpose as the City Commission shall request from time to time. The SHERIFF, or his designee, shall be responsible for submitting appropriate staffing or information to the City Commission as is necessary for it to conduct its legislative business. Any request for the presence of the SHERIFF or his designee, or for the production of any information or staffing, shall be communicated solely through the Mayor and Commissioners or the City Manager.

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____, 2017.

ATTEST:

CITY OF MADEIRA BEACH

CITY CLERK

BY _____
MAYOR

APPROVED AS TO FORM:

(CITY SEAL)

CITY ATTORNEY

SHERIFF, PINELLAS COUNTY, FLORIDA

BY _____
BOB GUALTIERI, Sheriff

Attachment

**City of Madeira Beach
Cost of Law Enforcement Services
Worksheet - FY 18**

A.	Cost per Deputy	\$	91,140.47						
B.	Deputies by Post								
	Number	Relief Factor		Deputy					
	8	x	1.2	x	\$	91,140.47		\$	874,948.51
C.	Deputies ~ Special Enforcement								
	Number	Relief Factor		Deputy					
	2	x	1	x	\$	91,140.47	CPD; Codes CPD	\$	182,280.94
D.	School Crossing Guards								
	Number	SCG							
	3	x	\$	8,018.62				\$	24,055.86
E.	Vehicle Cost								
	Number	# Miles		\$ per mile	Days per Yr				
	1	x	270	x	0.71	x	365	\$	69,970.50
	2	x	45	x	0.71	x	260	\$	16,614.00
								\$	86,584.50
F.	Supervision								
	Number	Factor		Sergeant/Supv					
	1	x	2.887%	x	\$	119,131.08	SGT	\$	3,439.31
	3	/	12.000	x	\$	18,573.65	SCG Supv	\$	4,643.41
								\$	8,082.72
G.	Equipment								
	Number	Positions		Equip Cost					
	10	/	1288	x	\$	1,150,601.00		\$	8,933.24
H.	Allocated Indirect Cost (AIC)								
	Number	Positions		AIC~CD					
	10	/	1288	x	\$	6,888,686.00		\$	53,483.59
I.	Supervision, Equipment and AIC total							\$	70,499.55
J.	TOTAL						Yearly	\$	1,238,369.36
							11 months	\$	103,197.45
							1 month	\$	103,197.41
							Rounded amount due	\$	103,197.00
	Increase from prior year-percentage				\$	1,238,369.36	/	\$	1,208,320.00
	Increase from prior year-amount							\$	30,049.36

transitioned from 8 to 12 hr shift eff 2/1/17



MADEIRA BEACH BOARD OF COMMISSIONERS

August 8, 2017 – Agenda Report

FROM: David Marsicano, Director of Marina and Central Services

SUBJECT: Approval of surplus truck #90

BACKGROUND: 1999 Dodge Ram 1500

Mileage- 78,500, VIN# 1B7HC16x8x5201020

Needs- new

1. Water pump
2. Fan clutch
3. Fuel tank sending unit
4. Spark plugs
5. Spark plug wires
6. Air filter
7. Serpentine belt
8. Vacuum tank a.c
9. 2 rear tires
10. Left quarter panels rusted out
11. Right door rusted out on bottom
12. New paint job
13. Left front quarter panel rusted out
14. New head lights
15. Frame rusted out next to steering box

BUDGETARY

IMPACT:

RECOMMENDED Staff recommendation for approval.

BY STAFF:

ATTACHMENT(S):

Agenda Item: _____



MADEIRA BEACH BOARD OF COMMISSIONERS

August 8, 2017 – Agenda Report

FROM: Walter Pierce, Director of Finance

SUBJECT: Approval of surplus truck #96

BACKGROUND: 2007 Ford Escape

Mileage- 78,650, VIN# 1FMYU92Z77KAO2426

Vehicle was examined by City mechanic on July 25, 2017.

Needs- new

1. Front right CV joint
2. Exhaust manifold
3. Inside headliner
4. Tune up
5. Serpentine belt

BUDGETARY
IMPACT:

RECOMMENDED Staff recommendation for approval.
BY STAFF:

ATTACHMENT(S):

Agenda Item: _____



CITY OF MADEIRA BEACH, FLORIDA

PUBLIC NOTICE Revised 7-31-17

**MADEIRA BEACH BOARD OF COMMISSIONERS
PUBLIC HEARING**

REDEVELOPMENT PLAN

DATE: TUESDAY, AUGUST 8, 2017 AT 6:00 P.M.

MADEIRA BEACH PATRICIA SHONTZ COMMISSION CHAMBERS

LOCATED AT 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708

Property Owner: Rebecca R. Furlong
355 Boca Ciega Drive
Madeira Beach, Florida 33708

Applicant: Rebecca R. Furlong
355 Boca Ciega Drive
Madeira Beach, Florida 33708

Location: 355 Boca Ciega Drive

The Board of Commissioners will hold a quasi-judicial public hearing to consider a Redevelopment Plan for 355 Boca Ciega Drive to demolish and rebuild within the same footprint a single-family residence on this property pursuant to City Code Section 110-97, Redevelopment Planning Process. The subject property is zoned R-2 (Low Density Multi-Family Residential) and has a Future Land Use designation of RM (Residential Medium).

Plans for the application may be viewed at the Planning & Zoning Department, City Hall, 300 Municipal Drive, Madeira Beach, Florida, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. For further information, call the Planning & Zoning Department at 727-391-9951 Ext 255.

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 any proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City Clerk to transcribe verbatim minutes; 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 Disabilities Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-391-9951.

Posted July 31, 2017



MADEIRA BEACH BOARD OF COMMISSIONERS

August 8, 2017 – Agenda Report

FROM:

Luis N. Serna, AICP, Planning and Zoning Consultant
Calvin, Giordano & Associates, Inc.

SUBJECT:

PUBLIC HEARING to consider a redevelopment plan for property located at 355 Boca Ciega Drive. The applicant is seeking to demolish and rebuild within the same footprint a single-family residence on this property. The property is zoned R-2 (Low Density Multi-Family Residential) and has a Future Land Use designation of RM (Residential Medium).

PROPERTY OWNER:

Rebecca R. Furlong, Revocable Living Trust
355 Boca Ciega Drive
Madeira Beach, Florida 33708

APPLICANT:

Rebecca R. Furlong
355 Boca Ciega Drive
Madeira Beach, Florida 33708

**PROPERTY
INFORMATION:**

355 Boca Ciega Drive
Parcel #15-31-15-65322-026-0140

BACKGROUND:

This request is to consider a Redevelopment Plan, pursuant to Section 110-97 of the Madeira Beach Land Development Regulations, to demolish and rebuild within the same footprint a single-family residence located at 355 Boca Ciega Drive. The existing structure was built in 1942 and does not meet current side and rear setbacks. Additionally, the existing residence is built on-grade which does not comply with the minimum base flood elevation requirements. The existing residence is in need of replacement due to structural issues. It cannot be rebuilt at its current size and configuration because it does not meet the current standards of the R-2 zoning district.

A comparison of the development standards of the R-2 district with the existing lot and structure is shown in the table below.

	Required	Existing
Lot size	4,000 sq. ft.	4,176 sq. ft.
Lot width	40 feet	40 feet
Lot depth	80 feet	104.4 feet
Front setback	20 feet	60.3 feet
Rear setback	25 feet	12 feet
Side setback	12 feet total 5 feet minimum	8.2 feet total 4.1 feet minimum
Max. Height	40 feet	21 feet

REVIEW CRITERIA:

Section 110-97 allows reconstruction of the non-conforming structure within the same footprint subject to meeting all other requirements of the Land Development Regulations including the base flood elevation and maximum height standards. The applicant has proposed a plan to rebuild the structure within the same footprint. The subject property is located within the AE11 flood zone. The first floor of the proposed structure would be required to be elevated 11 above mean sea level feet with an additional two feet of freeboard. The maximum height of the structure would be 40 feet above this design flood elevation.

Budgetary Impact:

N/A

RECOMMENDATIONS:

Planning Commission Recommendation: This request was reviewed by the Planning Commission at a public hearing on July 31, 2017. After receiving testimony from the applicant and the public, the Planning Commission voted unanimously to recommend approval of the Redevelopment Plan subject to the following conditions:

1. The proposed reconstruction shall be for a single-family residence.
2. The proposed redevelopment shall be within the footprint of the existing structure as shown on the survey submitted with this redevelopment application.

-
3. The proposed redevelopment shall comply with existing building codes in effect at the time of permitting for such redevelopment including floodplain regulations.

Staff Recommendation: Staff recommends approval of the attached Redevelopment Plan subject to the following conditions:

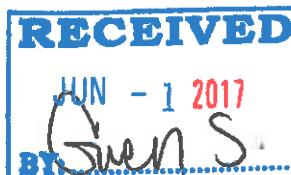
1. The proposed reconstruction shall be for a single-family residence.
2. The proposed redevelopment shall be within the footprint of the existing structure as shown on the survey submitted with this redevelopment application.
3. The proposed redevelopment shall comply with existing building codes in effect at the time of permitting for such redevelopment including floodplain regulations.

ATTACHMENT(S):

Application Submittal Documents
Pinellas County Property Appraiser's Data
Site Photographs

Agenda Item: _____

APPLICATION SUBMITTAL DOCUMENT



CITY OF MADEIRA BEACH
PLANNING & ZONING DEPARTMENT
300 MUNICIPAL DRIVE ♦ MADEIRA BEACH, FLORIDA 33708
(727) 391-9951 EXT. 255 ♦ FAX (727) 399-1131
Email to: planning@madeirabeachfl.gov

REDEVELOPMENT PLAN APPLICATION

Application #: _____

Date: 6-1-17

Applicant:

REBECCA R FURLONG

Property Owner:

REBECCA R FURLONG

Telephone: 727.735.8532

Email Address: rebecca.furlong4@gmail.com

Telephone: 727.735.8532

Email Address: rebecca.furlong4@gmail.com

Application for Property located at
(Street address or location of
vacant lot)

355 BOCA CIEGA DRIVE

MADEIRA BEACH, FL 33708

Legal

Description:

2

Block

14

Lot(s)

PAGE'S REPLAT NO 2

Subdivision

Approx. Lot Area 4176 sq. ft. Lot width: 40' ft. Lot Depth: 104.4 ft.

Zoning District:

Present Structure on Property:

SINGLE FAMILY HOME

Present Use of Property:

HOME

☒ Redevelopment Plan

FILING FEE

Filing Fee: **\$300.00 per request**

*****PLEASE ATTACH REQUIRED SUPPORTING MATERIALS*****
SITE PLAN, SURVEY, PICTURES, DEED, SURVEYOR'S SKETCH, DRAWINGS, ETC.

This application to the Planning Commission/Board of Commissioners is requesting permission to be allowed:

REBUILD A SINGLE-FAMILY HOME WITHIN THE SAME FOOTPRINT
IN ACCORDANCE WITH CURRENT MADEIRA BEACH CODES AND
FLOOD PLAIN REGULATIONS.

A Redevelopment Plan granted by the Board of Commissioners shall be consistent with Section 110-97, Redevelopment Planning Process, pertaining to providing provisions for the redevelopment of existing grandfathered and nonconforming uses (Ordinances 2012-14; Section 110-97, of the Code).	
a.1.	Existing dwelling unit verification. The verification of the number of existing legal dwelling units and their type shall be through the City Manager or designee.
a.2.	Preliminary Site Plan Review of Redevelopment Plan. Preparation by the applicant of a redevelopment site plan for preliminary redevelopment site plan review by the City Manager or designee. It must be demonstrated that the site can adequately accommodate the requested number of units by meeting the rebuilding regulations outlined in the process of this section of the Code. The applicant will meet the existing code to the maximum extent possible. This redevelopment site plan shall comply with the site plan requirements of Chapter 110, Article II, Site Plans, of the Code of Ordinances. In addition to the standard site plan review requirements, all redevelopment site plans shall include the dimensions and floor area in square feet of all rooms and units.
b.1.	Single-Family. May be rebuilt within the same footprint if it complies with all other existing regulatory codes and provisions of the land redevelopment regulations. <i>(Please note that these regulations do not apply to properties located in the R-1, single family, zoning district).</i>
b.2.	Duplexes and triplexes on a Nonconforming Lot. Duplexes [and triplexes] on a nonconforming lot may be rebuilt to existing nonconformity if the new structure complies with required front setback, height, parking requirements, and floodplain regulations effective at the time of building permit application.
b.3.	Multifamily on a Nonconforming Lot. Multifamily in R-1 and R-2, except for those in an R-1 Zoning District, on a nonconforming lot shall be the same as duplexes and triplexes, except they must comply with the parking regulations as contained in their pre-demolition certificate of occupancy.
b.4.	Multifamily, hotel, motel, motor lodges. Multifamily, hotel, motel, and motor lodges may be rebuilt to same density, height, and side setbacks, but must comply with the front setback, the county coast construction control line, floodplain regulations, fire codes, and parking regulations as contained in their certificate of occupancy and any other requirements effective at the time of building permit application.
b.5.	Commercial. Commercial may be rebuilt within the same footprint and having the same parking spaces available at the time a redevelopment plan is sought, but would have to meet minimum FEMA regulations for elevated structures and/or flood proofing to the required height per the National Flood Rate Insurance Map for its commercial location.
b.6.	Business Tax Receipt Required. Failure to be current with respect to full payment of the required annual Business Tax at the time a redevelopment plan is sought will prevent this section form applying to that property.

CERTIFICATION

I hereby authorize permission for the Planning Commission, Board of Commissioners, Building Official, and Community Development Director to enter upon the above referenced premises for purposes of inspection related to this petition.

I hereby certify that I have read and understand the contents of this application, and that this application, together with all supplemental data and information, is a true representation of the fact concerning this request; that this application is made with my approval, as owner and applicant, as evidenced by my signature below.

It is hereby acknowledged that the filing fee of this application does not constitute automatic approval of the request; and further, if the request is approved, I will obtain all the necessary permits and comply with all applicable orders, codes, conditions, rules, and regulations pertaining to the subject property.

I have received a copy of the Redevelopment Plan Requirements and Procedures (attached), read and understand the reasons necessary for granting a Redevelopment Plan and the procedure, which will take place at the Public Hearing.

Appeals. (City Code, Sec. 2-109). An aggrieved party, including the local governing authority, may appeal a final administrative order of the Board of Commissioners to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Board of Commissioners. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Property Owner's Signature: _____

Date: 6/1/17

STATE OF Florida

COUNTY OF Pinellas

Before me, this 1 day of June, 20 17, appeared in person

REBECCA B. FURLONG
(name of property owner)

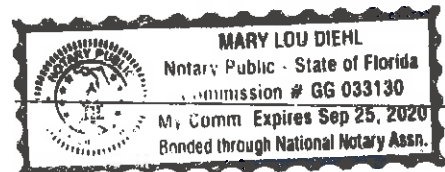
who, being sworn, deposes and says that the forgoing

is true and correct certification and who is _____ personally know to me or has produced FL Driver's License as identification.

F645-736-61-624-0

Mary Lou Diehl
(notary signature)

Commission Expires: _____
Stamp



NOTICE: Persons are advised that, if they decide to appeal any decision made at this hearing, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

CERTIFICATION

I hereby authorize permission for the Planning Commission, Board of Commissioners, Building Official, and Community Development Director to enter upon the above referenced premises for purposes of inspection related to this petition.

I hereby certify that I have read and understand the contents of this application, and that this application, together with all supplemental data and information, is a true representation of the fact concerning this request; that this application is made with my approval, as owner and applicant, as evidenced by my signature below.

It is hereby acknowledged that the filing fee of this application does not constitute automatic approval of the request; and further, if the request is approved, I will obtain all the necessary permits and comply with all applicable orders, codes, conditions, rules, and regulations pertaining to the subject property.

I have received a copy of the Redevelopment Plan Requirements and Procedures (attached), read and understand the reasons necessary for granting a Redevelopment Plan and the procedure, which will take place at the Public Hearing.

Appeals. (City Code, Sec. 2-109). An aggrieved party, including the local governing authority, may appeal a final administrative order of the Board of Commissioners to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Board of Commissioners. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Applicant's Signature:

Robert R. Fy

Date:

6/1/17

STATE OF Florida
COUNTY OF Pinellas

Before me, this 1 day of June, 2017, appeared in person

REBECCA R. FURLONG
(name of applicant)

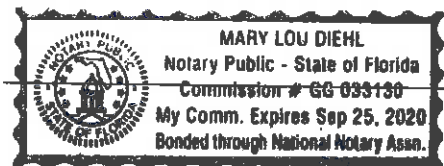
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REDEVELOPMENT PLANNING PROCESS, CODE SECTION 110-97 REQUIREMENTS AND PROCEDURES

(a) **Purpose and Intent**

- (1) *Existing Dwelling Unit Verification.* The verification of the number of existing legal dwelling units and their type shall be through the City Manager or designee.
- (2) *Preliminary Site Plan Review of Redevelopment Plan.* Preparation by the applicant of a redevelopment site plan for preliminary redevelopment site plan review by the City Manager or designee. It must be demonstrated that the site can adequately accommodate the requested number of units by meeting the rebuilding regulations outlined in the process of this section of the Code. The applicant will meet the existing code to the maximum extent possible. This redevelopment site plan shall comply with the site plan requirements of Chapter 110, Article II, Site Plans, of the Code of Ordinances. In addition to the standard site plan review requirements, all redevelopment site plans shall include the dimensions and floor area in square feet of all rooms and units.
- (3) *Fee.* The application fee shall be the same as the regular site plan review fee found in Article III, Community Development, Section D, Site Plan, Numbers 2 and 3, as adopted in the most recent edition of the City's *Fees and Collection Procedure Manual*.
- (4) *Plan Review.* The review of the Redevelopment Plan shall be through the quasi-judicial public hearing process outlined in Chapter 2, *Administration*, Article 1, *In General*, Division 2, *Quasi-Judicial Proceedings* before the Board of Commissioners. The notification procedure shall follow Sec. 2-503(c) *Notification*, found in Chapter 2, Article VIII, *Special Magistrate*, of the Code.
- (5) *Changes in the Redevelopment Plan.* The redevelopment plan may be amended by mutual consent of the City and applicant, provided the notification and public hearing process of this Article are followed.

(b) **Rebuilding Regulations for the Redevelopment of Existing Dwelling Units**

- (1) *Single-family.* May be rebuilt within the same footprint if it complies with all other existing regulatory codes and provisions of the land redevelopment regulations. *(Please note that these regulations do not apply to properties located in the R-1, single family, zoning district).*
- (2) *Duplexes and triplexes on a nonconforming lot.* Duplexes [and triplexes] on a nonconforming lot may be rebuilt to existing nonconformity if the new structure complies with required front setback, height, parking requirements, and floodplain regulations effective at the time of building permit application.
- (3) *Multifamily on a nonconforming lot.* Multifamily, hotel, motel, and motor lodges may be rebuilt to same density, height, and side setbacks, but must comply with the front setback, the county coast construction control line, floodplain regulations, fire codes, and parking regulations as contained in their certificate of occupancy and any other requirements effective at the time of building permit application.
- (4) *Multifamily, hotel, motel, motor lodges.* Multifamily, hotel, motel, and motor lodges may be rebuilt to same density, height, and side setbacks, but must comply with the front setback, the county coast construction control line, floodplain regulations, fire codes, and parking regulations as contained in their certificate of occupancy and any other requirements effective at the time of building permit application.
- (5) *Commercial.* Commercial may be rebuilt within the same footprint and having the same parking spaces available at the time a redevelopment plan is sought, but would have to meet minimum FEMA regulations for elevated structures and/or flood proofing to the required height per the National Flood Rate Insurance Map for its commercial location.
- (6) *Business Tax Receipt required.* Failure to be current with respect to full payment of the required annual Business Tax at the time a redevelopment plan is sought will prevent this section from applying to that property.

(c) **Planning Commission and Board of Commissioners Review.** The Planning Commission shall conduct one public hearing to consider any application to review or change a Redevelopment Plan. The Board of Commissioners shall conduct a second public hearing, the application to review or change a Redevelopment Plan, the recommendations of the City Manager or his/her designee, the recommendations of the Planning Commission and the testimony at the public hearings. The Board of Commissioners shall thereafter approve, approve with conditions, or deny the application to approve or change a Redevelopment Plan.

Appeals. (City Code, Sec.2-109). An aggrieved party, including the local governing authority, may appeal a final administrative order of the Board of Commissioners to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Board of Commissioners. An appeal shall be filed within 30 days of the execution of the order to be appealed.

I have received a copy of the Special Magistrate Requirements and Procedures, read and understand the reasons necessary for granting a variance and the procedure, which will take at the Public Hearing.



Signature of Applicant



Date

REDEVELOPMENT PLANNING PROCESS, CODE SECTION 110-97 REQUIREMENTS AND PROCEDURES

APPLICANT'S COPY

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FLORIDA COAST SURVEYING, INC.

PROFESSIONAL SURVEYOR'S, & MAPPER'S

CERTIFICATE NO. LB-0006938

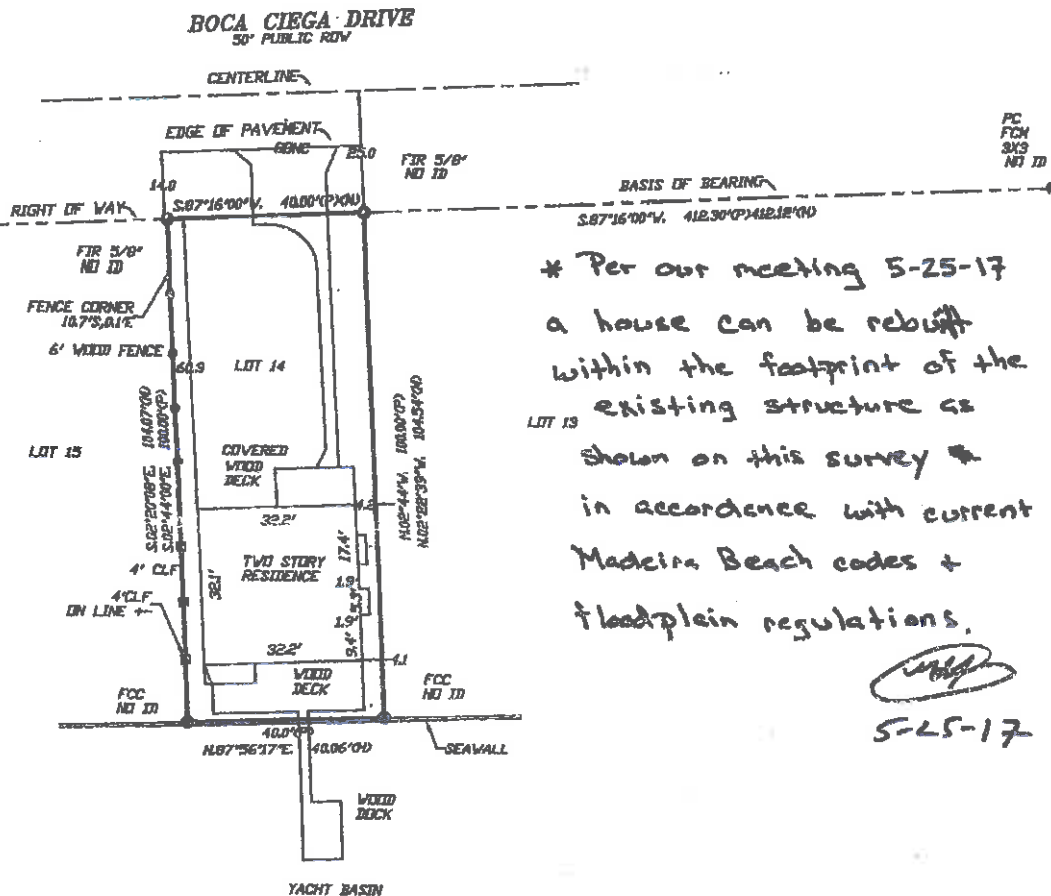
2411 22ND AVENUE WEST
BRADENTON, FLORIDA 34205
941-744-9295 FAX 941-748-6751

FLOOD ZONE : 4
COMMUNITY PANEL 125127 0001 B
DATED : 3-2-83
(FLOOD ZONE : "B", "C", "D", & "X" ARE NOT
IN DESIGNATED FLOOD HAZARD ZONE AREA.)
SUBJECT TO VERIFICATION

SCALE 1" = 30'

NOTE: SUBJECT PROPERTY
IS ON CENTRAL WATER

STREET ADDRESS:
355 BOCA CIEGA DR.
MADERIA BEACH, FL.



BOUNDARY SURVEY

LEGAL DESCRIPTION :

LOT 14, BLOCK Z, PAGE'S REPLAT NO. 2, AS PER
PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE
66, PUBLIC RECORDS OF PINELLAS COUNTY,
FLORIDA.

CERTIFIED TO :

PENNY LEVIN
WASHINGTON MUTUAL BANK, FA
SEMINOLE TITLE
COMMONWEALTH LAND TITLE INSURANCE CO.

CERTIFICATION

I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS
THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL
LAND SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE,
PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY : SCOTT UNDER, PSM #5871

SURVEY DATE : 12-28-99

NOTE:
IN COMPLIANCE WITH FLORIDA STATUTES
61G17-6.0031 (5) (E) (IF LOCATION OF
EASEMENTS OR RIGHT-OF-WAY OF RECORD,
OTHER THAN THOSE ON RECORD PLAT, IS
REQUIRED, THIS INFORMATION MUST BE
FURNISHED TO THE SURVEYOR AND MAPPER.

IF A CERTIFICATION OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.
LESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
IF THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID
PLEASE REFER TO REVERSE SIDE FOR GENERAL NOTES & ABBREVIATIONS.

REVISIONS

PROJECT NO:
99_P111722

ABBREVIATIONS:

BM = BENCHMARK.	ME = MAINTENANCE EASEMENT.
BOB = BASIS OF BEARING.	MH = MANHOLE.
BRG = BEARING.	NTS = NOT TO SCALE.
C = CURVE.	OUL = OVERHEAD UTILITY LINE.
CALC = CALCULATED.	P = PLAT.
CB = CATCH BASIN.	PC = POINT OF CURVATURE.
CLF = CHAINLINK FENCE.	PCP = PERMANENT CONTROL POINT.
CM = CONCRETE MONUMENT.	PI = POINT OF INTERSECTION.
CO = CLEAN OUT.	PK = PK NAIL.
CONC = CONCRETE.	PLS = PROFESSIONAL LAND SURVEYOR.
CSW = CONCRETE SIDEWALK.	POB = POINT OF BEGINNING.
CTV = CABLE RISER.	POC = POINT OF COMMENCEMENT.
D = DEED.	PP = POWER POLE.
DE = DRAINAGE EASEMENT.	PRC = POINT OF REVERSE CURVE.
DH = DRILL HOLE.	PRM = PERMANENT REFERENCE MONUMENT.
DI = DROP INLET.	PRM = PROFESSIONAL SURVEYOR AND MAPPER.
EOP = EDGE OF PAVEMENT.	(R) = RADIAL.
EW = EDGE OF WATER.	ROW = RIGHT OF WAY.
FCC = FOUND CROSS CUT.	RS SPK = RAILROAD SPIKE.
FCM = FOUND CONCRETE MONUMENT.	SCC = SET CROSS CUT.
FFH = FINISHED FLOOR ELEVATION.	SDE = STREET DRAINAGE EASEMENT.
FH = FIRE HYDRANT.	SDH = SET DRILL HOLE.
FIP = FOUND IRON PIPE.	SEC = SECTION.
FIR = FOUND IRON ROD.	SIP = SET IRON PIPE.
FN = FOUND NAIL.	SIR = SET 5/8" IRON ROD WITH CAP.
FND = FOUND.	#8871
FPK = FOUND PK NAIL.	SN = SET NAIL.
LP = LIGHT POLE.	TBM = TEMPORARY BENCH MARK.
LMR = LAKE MAINTENANCE EASEMENT.	TEL = TELEPHONE FACILITIES.
M = MEASUREMENT.	TOB = TOP OF BANK.
	TP = TRANSMITTER PAD.
	TVE = TELEVISION RISER.
	UE = UTILITY EASEMENT.
	W = WATER SERVICE.
	WB = WATER BOX.
	Δ = DELTA OR CENTRAL ANGLE.

1. DIMENSIONS ARE IN FEET AND IN DECIMALS THEREOF.
2. BEARING ARE BASED ON PLAT OR OTHERWISE SHOWN
3. THE LEGAL DESCRIPTION SHOWN HEREON IS PROVED BY CLIENT UNLESS NOTED OTHERWISE.
4. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR EASEMENTS THAT ARE NOT RECORDED ON SAID PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5. THERE ARE TO PLAT BOUNDARIES UNLESS OTHERWISE NOTED.
6. THE CLIENT AGREES TO LIMIT THE SURVEYOR'S LIABILITY TO THE CLIENT ON THE PROJECT DUE TO ANY CLAIM OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO THE SURVEY, SUCH AS THE TOTAL AGGREGATE LIABILITY OF THE SURVEYOR TO ALL THOSE NAMED SHALL NOT EXCEED THE SURVEYOR'S TOTAL FEE FOR SERVICES RENDERED.
7. OWNERSHIP OF FENCES, IF ANY, WERE NOT DETERMINED AS PART OF THIS SURVEY.
8. RE-USE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED.

PINELLAS COUNTY PROPERTY APPRAISER'S DATA

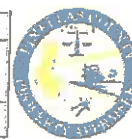
15-31-15-65322-026-0140

[Compact Property Record Card](#)[Portability Calculator](#)

Updated June 8, 2017

[Email Print](#)[Radius Search](#)[FEMA/WLM](#)

Ownership/Mailing Address Change Mailing Address	Site Address (First Building)
FURLONG, REBECCA REV LIV TRUST FURLONG, REBECCA R TRE 351 BOCA CIEGA DR MADEIRA BEACH FL 33708-2455	351 BOCA CIEGA DR MADEIRA BEACH
	Jump to building: (1) 351 BOCA CIEGA DR ▾



Property Use: 0810 (Single Family - more than one house per parcel)

Living Units: 2

[click here to hide] Legal Description
PAGE'S REPLAT OF MITCHELL'S BEACH NO. 2 BLK Z, LOTS 14 & 15

Mortgage Letter	File for Homestead Exemption	2017 Parcel Use	
Exemption	2017	2018	
Homestead:	Yes	Yes	
Government:	No	No	
Institutional:	No	No	
Historic:	No	No	
			Homestead Use Percentage: 100.00%
			Non-Homestead Use Percentage: 0.00%
			Classified Agricultural: No

Parcel Information Latest Notice of Proposed Property Taxes (TRIM Notice)				
Most Recent Recording	Sales Comparison	Census Tract	Evacuation Zone	Plat Book/Page
19199/0849	\$688,500 Sales Query	121030278021	(NOT the same as a FEMA Flood Zone) A	23-66

2016 Final Value Information					
Year	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2016	\$580,474	\$580,474	\$580,474	\$580,474	\$580,474

[click here to hide] Value History as Certified (yellow indicates correction on file)						
Year	Homestead Exemption	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2016	No	\$580,474	\$580,474	\$580,474	\$580,474	\$580,474
2015	Yes	\$682,284	\$584,072	\$534,072	\$559,072	\$534,072
2014	Yes	\$618,936	\$579,437	\$529,437	\$554,437	\$529,437
2013	Yes	\$400,397	\$369,001	\$319,001	\$344,001	\$319,001
2012	Yes	\$242,927	\$234,049	\$184,049	\$209,049	\$184,049
2011	Yes	\$233,188	\$227,232	\$177,232	\$202,232	\$177,232
2010	Yes	\$272,837	\$223,874	\$173,874	\$198,874	\$173,874
2009	Yes	\$300,401	\$217,988	\$167,988	\$192,988	\$167,988
2008	Yes	\$347,100	\$217,770	\$167,770	\$192,770	\$167,770
2007	Yes	\$398,000	\$211,427	\$186,427	N/A	\$186,427
2006	Yes	\$369,500	\$170,465	\$145,465	N/A	\$145,465
2005	Yes	\$272,800	\$165,500	\$140,500	N/A	\$140,500
2004	Yes	\$245,500	\$160,700	\$135,700	N/A	\$135,700
2003	Yes	\$221,400	\$157,700	\$132,700	N/A	\$132,700
2002	Yes	\$175,700	\$154,000	\$129,000	N/A	\$129,000
2001	Yes	\$151,600	\$151,600	\$126,600	N/A	\$126,600
2000	No	\$109,200	\$88,100	\$63,100	N/A	\$63,100
1999	Yes	\$97,900	\$85,800	\$60,800	N/A	\$60,800
1998	Yes	\$100,800	\$84,500	\$59,500	N/A	\$59,500
1997	Yes	\$97,800	\$83,100	\$58,100	N/A	\$58,100
1996	Yes	\$82,900	\$79,100	\$54,100	N/A	\$54,100

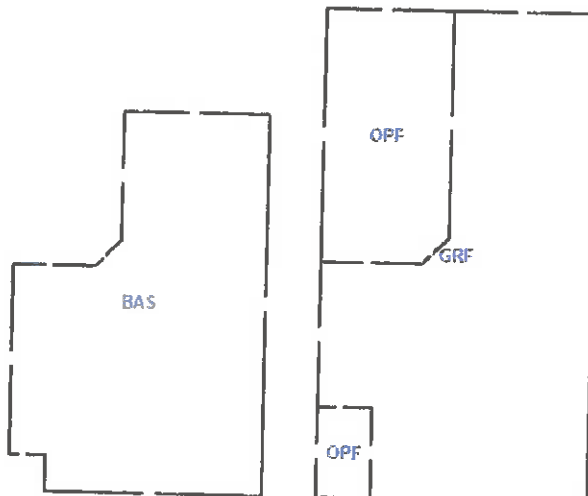
2016 Tax Information		Ranked Sales (Click here for Ranked Sales?) See all transactions			
Click Here for 2016 Tax Bill	Tax District: MB	Sale Date	Book/Page	Price	O/L: V/L
2016 Final Millage Rate	17.7663	04 Mar 2016	19115 / 0812	\$585,000	U I
2016 Est Taxes w/o Cap or Exemptions	\$10,312.88	04 Jan 2000	10774 / 2312	\$228,000	Q I
A significant change in taxable value may occur when sold due to changes in the market or the removal of exemptions. Click here for more information.			06315 / 1039	\$81,500	Q
			05935 / 1870	\$70,000	Q
			03389 / 0492	\$15,500	Q

2016 Land Information		View:			
Seawall: Yes	Frontage: Canal/River	Land Use	Land Size	Unit Value	Units
Multi-Fam <10 Units (08)	80x100	6450.00	80.0000	Total Adjustments	Adjusted Value
		0.7740		\$399,384	Method
					FF

[click here to hide] 2017 Building 1 Structural Elements [Back to Top](#)

Site Address: 351 BOCA CIEGA DR

Quality: Average
 Square Footage: 2580.00
 Foundation: Special Footing Wood
 Floor System: Wood
 Exterior Wall: Frame/Custom Wood
 Roof Frame: Gable Or Hip
 Roof Cover: Concrete Tile/Metal
 Stories: 2
 Living units: 1
 Floor Finish: Carpet/Hardtile/Hardwood
 Interior Finish: Upgrade
 Fixtures: 7
 Year Built: 2013
 Effective Age: 4
 Heating: Central Duct
 Cooling: Cooling (Central)



[Compact Property Record Card](#)

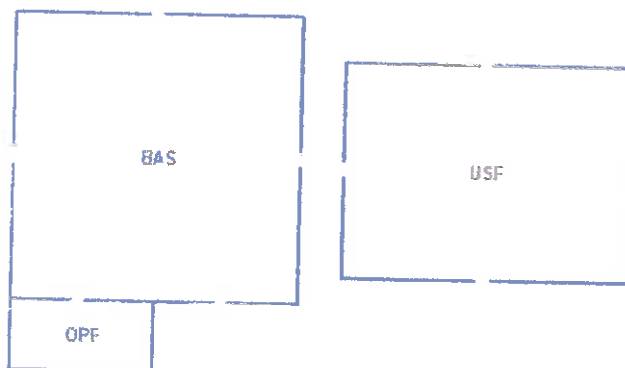
Building 1 Sub Area Information

Description	Living Area Ft ²	Gross Area Ft ²	Factor	Effective Ft ²
Open Porch	0	448	0.20	90
Garage	0	1,172	0.35	410
Base	960	960	1.00	960
Total Living SF: 960		Total Gross SF: 2,580		Total Effective SF: 1,460

[click here to hide] 2017 Building 2 Structural Elements [Back to Top](#)

Site Address: 355 BOCA CIEGA DR

Quality: Average
 Square Footage: 1920.00
 Foundation: Continuous Footing
 Floor System: Wood
 Exterior Wall: Frame Siding
 Roof Frame: Gable Or Hip
 Roof Cover: Concrete Tile/Metal
 Stories: 2
 Living units: 1
 Floor Finish: Carpet/ Vinyl/Asphalt
 Interior Finish: Drywall/Plaster
 Fixtures: 6
 Year Built: 1942
 Effective Age: 44
 Heating: Central Duct
 Cooling: Cooling (Central)



[Compact Property Record Card](#)

Building 2 Sub Area Information

Description	Living Area Ft ²	Gross Area Ft ²	Factor	Effective Ft ²
Upper Story	768	768	0.90	691
Open Porch	0	128	0.20	26
Base	1,024	1,024	1.00	1,024
Total Living SF: 1,792		Total Gross SF: 1,920		Total Effective SF: 1,741

[click here to hide] 2017 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
PATIO/DECK	\$9.00	65.00	\$585.00	\$380.00	2004
BT LFT/DAV	\$8,000.00	1.00	\$8,000.00	\$5,680.00	2006
DOCK	\$45.00	340.00	\$15,300.00	\$8,874.00	1990
PATIO/DECK	\$30.00	64.00	\$1,920.00	\$1,363.00	2006
PATIO/DECK	\$30.00	64.00	\$1,920.00	\$768.00	1988
BT LFT/DAV	\$2,000.00	2.00	\$4,000.00	\$1,600.00	1988
FIREPLACE	\$3,000.00	1.00	\$3,000.00	\$1,200.00	1942
PATIO/DECK	\$12.00	312.00	\$3,744.00	\$2,097.00	2000
BT LFT/DAV	\$8,000.00	1.00	\$8,000.00	\$3,200.00	1980

PATIO/DECK
DOCK

\$9.00 380.00
\$5.00 168.00

\$3,420.00
\$840.00

\$1,368.00 1970
\$840.00 1980

[\[click here to hide\] Permit Data](#)

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
1383	RESIDENTIAL ADD	06 Mar 2017	
201400871	HEAT/AIR	03 Dec 2014	\$30,505
P43577-14 REV	BOAT LIFT/DAVIT	04 Nov 2014	\$4,317
201200626	DOCK	07 Sep 2012	\$0
201200626	DOCK	07 Sep 2012	\$13,000
P42125-12	DOCK	11 Jul 2012	\$13,000
201200402	DEMOLITION	25 May 2012	\$0
CB06-15459	SPECIAL USE	31 Aug 2006	\$6,000
3675805	DOCK	12 Jan 2006	\$5,300
CB325852	RESIDENTIAL ADD	22 Aug 2005	\$0
P3337803	DOCK	19 Aug 2003	\$69,000
P2924700	DOCK	08 Jan 2001	\$0
CB224346	DOCK	02 Nov 2000	\$0
P2817100	DOCK	24 Mar 2000	\$1,947
CB218464	RESIDENTIAL ADD	10 Feb 2000	\$0
			\$1,100



[Interactive Map of this parcel](#) [Map Legend](#)

[Sales Query](#)

[Back to Query Results](#)

[New Search](#)

[Tax Collector Home Page](#)

[Contact Us](#)

SITE PHOTOGRAPHS









MADEIRA BEACH BOARD OF COMMISSIONERS WORKSHOP

July 25, 2017 – Agenda Report

FROM:

Marci Forbes P.E. , Deuel & Associates Engineering

SUBJECT:

FDEM/FEMA AGREEMENT # 17FM-S7-08-62-02- _ _ _ BETWEEN THE CITY OF MADEIRA BEACH AND FDEM, REPRESENTING THE 2015 GRANT SUBMITTAL

BACKGROUND:

Attached is the contract which has been awarded to the city but not yet executed. This contract represents the mitigation reconstruction properties awarded from the 2015 cycle. A cover page has been provided with some additional information. City representatives and staff should discuss the limitations of the grants and potential impact to both homeowners and the city.



City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708
Phone: (727) 391-9951

BOC Workshop, July 25, 2017

FEMA Project No: FMA-PJ-04-FL-2015-005

FEMA Agreement No: 17FM-S7-08-62-02-__ _

Sub-Applicant Name: City of Madeira Beach, FL

Project Type: Mitigation Reconstruction

Attached please find the FDEM grant contract for mitigation reconstruction grants applied for in the 2015 cycle. This contract has been awarded to the city and once executed by the mayor and FDEM representatives it will be in effect for homeowners wishing to participate. The city currently has 3 active FDEM grants for a total of 9 properties, this contract would add an additional 6 properties.

The key factors governing the individual recipients are: square footage of allowable construction, allowable spend and time of performance. Below is a table which identifies each address, their expected square footage of build out and the estimated cost per square foot based on the construction budget. The Period of Performance for this grant is October 30, 2018.



	ADDRESS	HARD COSTS (Construction Only)	*Est. Allowable Sq. Footage Build out W/ 10%	Avg. \$/sq. ft.
1	850 Bay Point Dr.	\$352,913.09	3227	\$109.36
2	14196 W Parsley Dr.	\$178,149.11	1188	\$149.96
3	911 Bay Point Dr.	\$339,384.01	2080	\$163.17
4	13011 Boca Ciega Ave.	\$351,245.87	3047	\$115.28
5	577 Crystal Dr.	\$325,064.64	2581	\$125.95
6	847 Bay Point Dr.	\$286,929.86	2322	\$123.57

- The above is an estimate for allowable square footage based on the property appraiser's website, prior to any design activities the square footage must be confirmed with FDEM as they have had differing totals in the past.

Agreement Number: 17FM-S7-08-62-02- _ _ _ _

Project Number: FMA-PJ-04-FL-2015-005

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>City of Madeira Beach</u>
Sub-Recipient's unique entity identifier:	<u>59-6000366</u>
Federal Award Identification Number (FAIN):	<u>EMA-2016-FM-E001</u>
Federal Award Date:	<u>September 21, 2016</u>
Subaward Period of Performance Start and End Date:	<u>09/21/2016-10/30/2018</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$1,334,777.27</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$1,334,777.27</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u>\$1,334,777.27</u>
Federal award project description (see FFATA):	<u>Mitigation Reconstruction</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Susan Harris-Council, Project Manager</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.029 - Flood Mitigation Assistance</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Madeira Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Ms. Susan Harris-Council, Project Manager
FL Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-815-4532
Email: Susan.Harris-Council@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Mr. Shane Crawford, City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708
Telephone: 727-391-9951, ext. 228
Email: scrawford@madeirabeachfl.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on October 30, 2018 unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$1,334,777.27.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient,

which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts.

The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements

and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment D.

(13)MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient

agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. If the Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations,

failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement

standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

I. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment, Suspension, Ineligibility
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the

submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florid Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private

entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which

are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF MADEIRA BEACH

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance Number: 97.110
Amount of Federal Funding: \$1,334,777.27

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- **2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

Commonly Applicable Statutes and Regulations

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform the following eligible activities:
 - Mitigation Reconstruction of flood prone structures
2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section 200.331(a)(1) of 2 C.F.R., as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included on pg. 1 of this sub-grant agreement and in Exhibit 1 be provided to the Sub-recipient.

Attachment A
Budget and Scope of Work
FMA-PJ-04-FL-2015-005

Homeowner: Wayne and Pamela Lyle
Property Address: 850 Bay Point Dr., Madeira Beach, Florida 33708

Homeowner: Gary and Frances Bucholz
Property Address: 14196 W. Parsley Dr., Madeira Beach, Florida 33708

Homeowner: Tony Vu
Property Address: 911 Bay Point Dr., Madeira Beach, Florida 33708

Homeowner: David Donnelly
Property Address: 13011 Boca Ciega Ave., Madeira Beach, Florida 33708

Homeowner: Mark and Lynn Raper
Property Address: 577 Crystal Dr., Madeira Beach, Florida 33708

Homeowner: Rochelle Taylor and Barbara Chrimes
Property Address: 847 Bay Point Dr., Madeira Beach, Florida 33708

STATEMENT OF PURPOSE

The purpose of this Scope of Work (SOW) is mitigation reconstruction of six residential properties located in Madeira Beach, Florida 33708; funded through the Flood Mitigation Assistance Grant Program (FMA) **FMA-PJ-04-FL-2015-005** as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Madeira Beach, agrees to administer and complete the project per the scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Flood Mitigation Assistance Grant Program (FMA) project, the Sub-Recipient proposes to demolish the six residential structures and to construct new elevated structures having the first floor elevation at least 2 feet above the Base Flood Elevation (BFE) in compliance with local ordinances. The square footage of a resulting structure shall be no more than 10 percent greater than that of the original structure.

The new elevated structure should comply with the National Flood Insurance Program requirements, the Florida Building Code and all applicable local codes and permitting requirements. The areas below the lowest floor must be used solely for parking of vehicles, building access or storage.

TASKS & DELIVERABLES:

A. Tasks

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Sub-Recipient shall monitor and manage the demolition and construction of each property subjected to or in danger of repetitive damage. The project shall be implemented in accordance with the approved scope of work previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by a qualified engineer. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

- a) A copy of the Local Building Official Inspection Report and Final Approval, as applicable.
- b) A copy of the Certificate of Occupancy issued by the local authority.
- c) A copy of Elevation Certificate before mitigation, if available.
- d) A copy of the Elevation Certificate after mitigation.
- e) As-built drawings showing that the square footage of the newly constructed and elevated structure does not exceed 10 percent of the original square footage.
- f) All Product Specifications/Data Sheets(s) (technical standards) satisfying protect requirements on all products utilized, as applicable.
- g) Signed notices from the affected property owner in the SFHA that the Sub-Recipient will record a Deed Notice applicable to their property, as described in section (h), below, and that they will maintain flood insurance.
- h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property, pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR 60.3 and City/County Ordinances."
- (i) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
- (j) Proof of compliance with Project Requirements and Conditions contained herein.

- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables

Mitigation activities for this project consists of demolishing six existing residential structures located Madeira Beach, Florida 33708, to construct new elevated structures having the first floor elevation at least 2 feet above the Base Flood Elevation (BFE) in compliance with local ordinances. The square footage of a resulting structure shall be no more than 10 percent greater than that of the original structure.

The new elevated structures should comply with the National Flood Insurance Program requirements, the Florida Building Code and all applicable local codes and permitting requirements. The areas below the lowest floor must be used solely for parking of vehicles, building access or storage.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Certificate of Occupancy issued by the local authority and/or a copy of the local official Inspection Report and/or Final approval; as applicable.
- 3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.
- 4) The Sub-Recipient shall submit a copy of Elevation Certificate prepared after mitigation.
- 5) The Sub-Recipient shall provide as-built drawings showing that the square footage of the newly constructed and elevated structure does not exceed 10 percent of the original square footage.
- 6) The Sub-Recipient shall submit all Product Specifications/Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.

- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require resubmission to the Division and FEMA for National Environmental Protection Act (NEPA) re-evaluation before starting project work.
- 3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850-245-6333), and the Division's State Environmental Officer within 24 hours of the discovery. Project activities shall not resume without verbal and/or written authorization from the SHPO, the Division, and FEMA.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with **Florida Statutes, Section 872.05**.

- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 3) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 4) The Sub-Recipient must avoid duplication of benefits between the FMAP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

BUDGET

Funding Summary

Federal Share:	\$1,334,777.27	(56.880032467%)
Local Share:	\$1,011,864.17	(43.11967533%)
Total Project Cost	\$2,346,641.44	(100%)

Line Item Budget

*

Wayne and Pamela Lyle 850 Bay Point Drive Madeira Beach, Florida 33708	Total Project Cost	Federal Share (75%)	Local Share/ Homeowner Costs (25%)
Construction Costs*	\$352,913.09	\$150,000.00	\$202,913.09
Pre/Post Construction Costs	\$43,833.07	\$32,874.80	\$10,958.27
Homeowner Displacement Costs	\$30,000.00	\$22,500.00	\$7,500.00
Sub applicant Management Costs	\$18,624.14	\$13,968.11	\$4,656.03
TOTAL PROJECT COSTS:	\$445,370.30	\$219,342.91	\$226,027.39

***NOTE: *FEMA will only pay \$150,000 in construction costs. The Homeowner is responsible for construction costs in excess of \$150,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentages indicated.**

Gary and Frances Bucholz 14196 W Parsley Drive Madeira Beach, Florida 33708	Total Project Cost	Federal Share (75%)	Local Share/ Homeowner Costs (25%)
Construction Costs*	\$178,149.11	\$133,611.83	\$44,537.28
Pre/Post Construction Costs	\$22,651.67	\$16,988.75	\$5,662.92
Homeowner Displacement Costs	\$22,607.20	\$16,955.40	\$5,651.80
Sub applicant Management Costs	\$18,624.14	\$13,968.08	\$4,656.03
TOTAL PROJECT COSTS:	\$242,032.12	\$181,524.06	\$60,508.03

***NOTE: *FEMA will only pay \$150,000 in construction costs. The Homeowner is responsible for construction costs in excess of \$150,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentages indicated.**

Tony Vu 911 Bay Point Drive Madeira Beach, Florida 33708	Total Project Cost	Federal Share (75%)	Local Share/ Homeowner Costs (25%)
Construction Costs*	\$339,384.01	\$150,000.00	\$189,384.01
Pre/Post Construction Costs	\$42,193.35	\$31,645.01	\$10,548.34
Homeowner Displacement Costs	\$30,000.00	\$22,500.00	\$7,500.00
Sub applicant Management Costs	\$18,624.14	\$13,968.11	\$4,656.03
TOTAL PROJECT COSTS:	\$430,201.50	\$218,113.12	\$212,088.38

***NOTE: *FEMA will only pay \$150,000 in construction costs. The Homeowner is responsible for construction costs in excess of \$150,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentages indicated.**

David and Mark Donnelly 13011 Boca Ciega Avenue Madeira Beach, Florida 33708	Total Project Cost	Federal Share (100%)	Local Share/ Homeowner Costs
Construction Costs*	\$351,245.87	\$150,000.00	\$201,245.87
Pre/Post Construction Costs	\$43,631.00	\$43,631.00	\$0.00
Homeowner Displacement Costs	\$30,000.00	\$30,000.00	\$0.00
Sub applicant Management Costs	\$18,624.14	\$18,624.14	\$0.00
TOTAL PROJECT COSTS:	\$443,501.01	\$242,255.14	\$201,245.87

***NOTE: *FEMA will only pay \$150,000 in construction costs. The Homeowner is responsible for construction costs in excess of \$150,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentages indicated.**

Mark and Lynn Raper 577 Crystal Drive Madeira Beach, Florida 33708	Total Project Cost	Federal Share (100%)	Local Share/ Homeowner Costs
Construction Costs*	\$325,064.64	\$150,000.00	\$175,064.64
Pre/Post Construction Costs	\$40,457.84	\$40,457.84	\$0.00
Homeowner Displacement Costs	\$30,000.00	\$30,000.00	\$0.00
Sub applicant Management Costs	\$18,624.14	\$18,624.14	\$0.00
TOTAL PROJECT COSTS:	\$414,146.62	\$239,081.98	\$175,064.64

***NOTE: *FEMA will only pay \$150,000 in construction costs. The Homeowner is responsible for construction costs in excess of \$150,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentages indicated.**

*

Rochelle Taylor Barbara Chrimes 847 Bay Point Drive Madeira Beach, Florida 33708	Total Project Cost	Federal Share (100%)	Local Share/ Homeowner Costs
Construction Costs*	\$286,929.86	\$150,000.00	\$136,929.86
Pre/Post Construction Costs	\$35,835.90	\$35,835.90	\$0.00
Homeowner Displacement Costs	\$30,000.00	\$30,000.00	\$0.00
Sub applicant Management Costs	\$18,624.14	\$18,624.14	\$0.00
TOTAL PROJECT COSTS:	\$371,389.90	\$234,460.04	\$136,929.86

***NOTE:** *FEMA will only pay \$150,000 in construction costs. The Homeowner is responsible for construction costs in excess of \$150,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentages indicated.

SCHEDULE OF WORK:

State/Local Contract Process	6	Months
Planning/Zoning/Environmental Reviews	2	Months
Permitting	3	Months
Bids/Demolition/Construction	14	Months
Final Inspections and Certificate of Occupancy	3	Months
Closeout	3	Months
Total :	31	Months

This is FEMA project number FMA-PJ-04-FL-2015-005, City of Madeira Beach Mitigation Reconstruction Project. The Period of Performance (POP) for this project shall end on **October 30, 2018**.

****The project cost is inclusive of administrative cost.**

* These properties have new homeowners + the contract will be revised when and if new owners decide to participate and/or if the city executes the contract.

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

STATEMENT OF ASSURANCES

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act Of 1990
- (10) American with Disabilities Act

- (11)Section 112.061, Florida Statutes
- (12)Immigration and Nationality Act
- (13)Section 286.011, Florida Statutes
- (14)E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
- (15)Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16)Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17)Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18)Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19)42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
- (20)Section 504 of the Rehabilitation Act of 1973, as amended
- (21)Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22)Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23)42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
 - (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
 - (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
 - (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
 - (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;
- For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtml
- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
 - (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-

recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
 - (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
 - (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
 - (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C. 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
 - (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
 - (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
 - (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
 - (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
 - (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
 - (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.
 - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT NAME: City of Madeira Beach

REMIT ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PAYMENT #: _____

CONTRACT #: 17FM-S7-08-62-02-

FEMA TRACKING #: FMA-PJ-04-FL-2015-005

INVOICE PERIOD: _____ to _____

Eligible Amount 100%	Obligated Federal %	Obligated Non-Federal %	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

SUB-RECIPIENT
SIGNATURE: _____

NAME AND TITLE: _____ DATE: _____

APPROVED PROJECT TOTAL	\$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE
ADMINISTRATIVE COST	\$ _____	
APPROVED FOR PAYMENT	\$ _____	
		DATE _____

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

DISASTER #:

FMA-PJ-04-FL-
2015-005

47**TOTAL**

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Madeira Beach

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED Advance payment of \$_____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.
--

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for the First Three Months of Contract
For Example ADMINISTRATIVE COSTS (Include Secondary Administration)	
For Example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

RECEIPT City of Madeira Beach PROJECT #: FMA-PJ-04-FL-2015-005

PROJECT TYPE: Mitigation Reconstruction CONTRACT#: 17FM-S7-08-62-02-

DISASTER NUMBER: _____ QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable): \$ _____

Provide reimbursement projections for this project:

July-Sep 20 \$ Oct-Dec 20 \$ Jan-Mar 20 \$ Apr-June 20 \$
July-Sep 20 \$ Oct-Dec 20 \$ Jan-Mar 20 \$ Apr-June 20 \$

Percentage of Work Completed (may be confirmed by state inspector's): _____ %

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: : ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project, such as, anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: 8:00 a.m. until 4:30 p.m.

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, City of Madeira Beach, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____

Signature

Name and Title

Street Address

City, State, Zip

Date

City of Madeira Beach

Sub-recipient's Name

17FM-S7-08-62-02-

DEM Contract Number

FMA-PJ-04-FL-2015-005

FEMA Project Number

Attachment I

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: FMA-PJ-04-FL-2015-005

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$1,334,777.27

OBLIGATION/ACTION DATE: September 21, 2016

SUBAWARD DATE (if applicable): _____

DUNS#: _____

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____
DBA NAME (IF APPLICABLE): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Homeowner: Wayne and Pamela Lyle
Property Address: 850 Bay Point Dr., Madeira Beach, Florida 33708

Homeowner: Gary and Frances Bucholz
Property Address: 14196 W. Parsley Dr., Madeira Beach, Florida 33708

Homeowner: Tony Vu
Property Address: 911 Bay Point Dr., Madeira Beach, Florida 33708

Homeowner: David Donnelly
Property Address: 13011 Boca Ciega Ave., Madeira Beach, Florida 33708

Homeowner: Mark and Lynn Raper
Property Address: 577 Crystal Dr., Madeira Beach, Florida 33708

Homeowner: Rochelle Taylor and Barbara Chrimes
Property Address: 847 Bay Point Dr., Madeira Beach, Florida 33708

As a Flood Mitigation Assistance Grant Program (FMA) project, the Sub-Recipient proposes to demolish the six residential structures (listed above) and to construct new elevated structures having the first floor elevation at least 2 feet above the Base Flood Elevation (BFE) in compliance with local ordinances. The square footage of a resulting structure shall be no more than 10 percent greater than that of the original structure.

The new elevated structure should comply with the National Flood Insurance Program requirements, the Florida Building Code and all applicable local codes and permitting requirements. The areas below the lowest floor must be used solely for parking of vehicles, building access or storage.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

****Providing the Zip+4 ensures that the correct Congressional District is reported.**

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

OMB Guidance

Pl. 200, App. II

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 6). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7611q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7611q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 189.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (2 CFR Part 1896 Comp., p. 189) and 12689 (2 CFR Part 1899 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

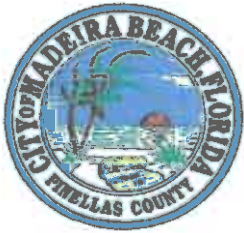
d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in § 200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to



CITY OF MADEIRA BEACH, FLORIDA

300 MUNICIPAL DRIVE, MADEIRA BEACH FL 33706

TELEPHONE: 727-391-9951

APPLICATION FOR APPOINTMENT TO BOARD OR COMMITTEE

Please indicate your preference of board or committee:

- ☐ Charter Review Committee
- ☐ Budget Review Committee
- ☐ Bid Review Committee

- ☒ Planning & Zoning Commission
- ☐ Civil Service Commission

Are you a Madeira Beach Resident?

☒ Yes

☐ No

Are you available for:

Daytime meetings

☒ Yes

☐ No

Evening meetings

☒ Yes

☐ No

Name

Mary Ann Hearn

Phone

312-399-5907

Address

14105 W. Parsley Dr., Madeira Beach, FL 33708

Email

maryanninmadbeach@gmail.com

Present Occupation

Part time executive assistant for tech. company

If retired, what was your last occupation?

Please list any experience, special education, skills, or talents that would be beneficial to the appointment you are seeking:

Educational Background

2 yrs. college

Experience

Owner of real estate marketing company in Florida (13 yrs)

Owner of specialty retail store in Florida

Manager of specialty retail store in Chicago.

Why would you like to be considered as a candidate for service on this Board?

As a resident of Madeira Beach I have a desire to get involved and serve my community. I have a strong interest in planning and would like to have a voice in decision making. I would like to act as a bridge between the residents and developers while maintaining the character of our city.

In compliance with Section 760.80, Florida Statutes, the City of Madeira Beach **is required** to report annually to the Secretary of State the number of minority and non-minority, and the number of physically disabled appointments to a board, committee, or commission.

GENDER

☐ Male ☒ Female

PHYSICALLY DISABLED ☐ Yes ☒ No

RACE

☐ African-American

☐ Native-American

☐ Asian-American

☒ Caucasian

☐ Hispanic-American

Should I be appointed to serve on a board or committee, I agree to comply with the State of Florida's Sunshine Laws, the Code of Ethics for Public Officers per the Florida Commission on Ethics, and uphold the City's Charter and Code of Ordinances. I understand that I will have to take an Oath of Office should I be appointed to a quasi-judicial board. I understand that if I am appointed to the Planning Comm. Committee I will be required to comply with financial reporting regulations.

M.A. Hearn
Signature

7/19/17
Date

For Office Use Only - District _____

Revised 07/13/2017



CITY OF MADEIRA BEACH, FLORIDA

300 MUNICIPAL DRIVE, MADEIRA BEACH FL 33706

TELEPHONE: 727-391-9951

APPLICATION FOR APPOINTMENT TO BOARD OR COMMITTEE

Please indicate your preference of board or committee:

- ☐ Charter Review Committee
- ☐ Budget Review Committee
- ☐ Bid Review Committee

- ☒ Planning & Zoning Commission
- ☐ Civil Service Commission

Are you a Madeira Beach Resident?

☒ Yes ☐ No

Are you available for:

Daytime meetings

☒ Yes ☐ No

Evening meetings

☒ Yes ☐ No

Name Gerri Clyatt Phone 407-383-1242
Address 14040 Marguerite Dr
Email gerrigallo@gmail.com
Present Occupation realtor

If retired, what was your last occupation? _____

Please list any experience, special education, skills, or talents that would be beneficial to the appointment you are seeking:

Educational Background

some College 2 years

Experience

Real Estate Broker owner Brokerage Firm 1994-2014

Why would you like to be considered as a candidate for service on this Board?

Partner with city regarding Planning and zoning decisions.

In compliance with Section 760.80, Florida Statutes, the City of Madeira Beach **is required** to report annually to the Secretary of State the number of minority and non-minority, and the number of physically disabled appointments to a board, committee, or commission.

GENDER ☐ Male ☒ Female

PHYSICALLY DISABLED ☐ Yes ☒ No

RACE ☐ African-American
☐ Asian-American
☐ Hispanic-American

☐ Native-American
☒ Caucasian

Should I be appointed to serve on a board or committee, I agree to comply with the State of Florida's Sunshine Laws, the Code of Ethics for Public Officers per the Florida Commission on Ethics, and uphold the City's Charter and Code of Ordinances. I understand that I will have to take an Oath of Office should I be appointed to a quasi-judicial board. I understand that if I am appointed to the Planning-Zoning Committee I will be required to comply with financial reporting regulations.

Gerrie Clyatt
Signature

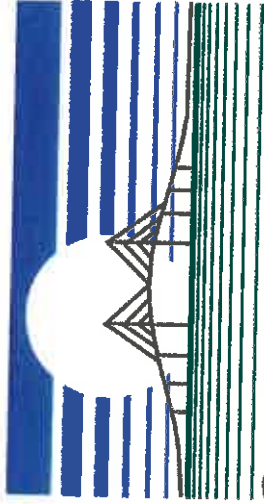
7/18/2017
Date

For Office Use Only - District _____

Revised 07/13/2017

Over A Half Century of Accomplishments

- First RPC in the State of Florida...
- First RPC to complete a regional hurricane evacuation study serving as a model throughout the nation...
- First to produce a Statewide Regional Evacuation Plan...
- First to develop a natural resources committee; The Agency on Bay Management...
- Federal Economic Development Administration designation as an Economic Development District for the region...
- Responsible for the designation of Tampa Bay as a National Estuary Program...
- Host of the Annual Future of the Region Awards Program...
- Partner with Higher Education institutions to encourage and promote intellectual knowledge...



Tampa Bay Regional Planning Council
ESTABLISHED 1962

Tampa Bay Regional Planning Council

Convening the Region Since 1962

4000 Gateway Centre Boulevard
Suite 100

Pinellas Park, Florida 33782

Phone: 727/570-5151

FAX: 727/570-5118

www.tbrpc.org

Member Governments

Counties

Citrus, Hernando, Hillsborough, Manatee,
Pasco, and Pinellas

Cities

Bradenton, Clearwater, Dade City,
Dunedin, Gulfport, Largo, New Port Richey,
Oldsmar, Palmetto, Pinellas Park, Plant
City, Safety Harbor, Seminole, South
Pasadena, St. Pete Beach, St. Petersburg,
Tampa, Tarpon Springs, Temple Terrace,
Treasure Island

13 Gubernatorial Appointees

Ex-Officios

Florida Department of Transportation,
Southwest Florida Water Management
District, and the Department of
Environmental Protection.

Sean T. Sullivan, Executive Director

www.tbrpc.org



Our Statewide Impact

For every dollar invested by the State of Florida through an appropriation for Regional Planning Councils (RPCs), RPCs have leveraged 11 dollars in local, federal, and private direct investment to meet local and regional needs.

Over the past 10 years, RPCs have conducted 560 regional impact analyses to support economic development; validated 12,673 projects under the Federal Consistency Review Program ensuring access to billions of dollars of federal infrastructure and economic investment dollars; and have trained more than 50,000 first responders and emergency management personnel to protect the citizens of Florida.

In their role as Federally designated Economic Development Districts, RPCs over the last 10 years have originated \$74.9 million in federal investment in 39 different economic development projects in Florida creating 5,623 jobs, retaining 10,310 jobs and leveraging more than \$606 million in capital investment

Our Services

The Tampa Bay Regional Planning Council offers a wide array of services and products. Can we provide a service to you?

- Technical Assistance
- Transportation Planning
- Economic and Fiscal Impact Modeling
- GIS Mapping Services and Spatial Growth Modeling
- Community Visioning and Planning
- Environmental Planning
- Hurricane and Hazard Preparedness Planning
- All Hazards Training and Functional Exercises
- Audience Response System Technology
- Regional Information Center
- Official U.S. Census Statistics
- Meeting Facilitation Services
- Medical Tourism Planning

About Us

The TBRPC brings together local governments to coordinate planning for the community's future as well as to provide an opportunity for sharing solutions among our local governments in the six-county region. Economic Analysis, transportation planning, housing and infrastructure analysis, and hurricane evacuation and recovery planning are among our many regional responsibilities.

"It is sometimes hard to look 50 years ahead. Those old enough to look 50 years back can testify that tempus fugit far more rapidly than is realized and there is nothing unrealistic in starting now to get ready for needs of the 21st century. By that time, there will undoubtedly be several million people clustered around Tampa Bay. How well and comfortably they can live will depend upon how wisely we can act now. Many of us won't be around to enjoy the fruits of this foresight but our children and grandchildren will be. Besides, by 1970 or 1975 when most of us still will be here, unless we move immediately to anticipate our regional problems, we are going to find an already shapeless megalopolis far less pleasant for living than it should be."

St Petersburg Times, February 11, 1962
Mayor Herman Goldner, St. Petersburg
Founder of the Tampa Bay Regional Planning Council

Convening the Region for Tomorrow's Future



Our Mission Statement

To serve our citizens and member governments by providing a forum to foster communication, coordination and collaboration in identifying and addressing issues and needs regionally.



City of Madeira Beach
Finance Department

300 Municipal Drive
Madeira Beach, FL 33708

Date: August 3, 2017
To: Mayor and Board of Commissioners
From: Dave Marsicano, Public Works/Marina Director
Walter Pierce, Finance Director
Subject: Authorization to Extend Contract with Rate Increase

Recommendation that the contract with Waste Connections be extended for the final year which includes a rate increase of 2.5% starting January 1, 2018. Within the contract, there is language which caps any increase to 2.5%. Other surrounding municipalities are having increases that exceed 2.5%.

Attachment(s): Waste Connections Rate Change Document

Agenda Item: _____

Madeira Beach/Waste Connections Contract Discussion 5/19/2017

Current Rates in 2017

Unit	Current Rates	Number of Homes	April Billing
Single Family	\$2.86/home/Month	1,922	\$ 5,497.25
Condos	\$14.95/pick-up	37	\$ 2,396.30
<i>Total =</i>			\$ 7,893.55

Proposed Rates for 2018 - 2.5% Increase

Unit	Current Rates	Number of Homes	Estimated Billing on Jan 1, 2018
Single Family	\$2.93/home/Month	1,922	\$ 5,634.68
Condos	\$15.32/pick-up	37	\$ 2,456.21
<i>Total =</i>			\$ 8,090.89

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND RECYCLING OF
RECYCLABLE MATERIALS FROM RESIDENTIAL UNITS
IN THE CITY OF MADEIRA BEACH, FLORIDA**

JANUARY 1, 2014

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND RECYCLING OF
RECYCLABLE MATERIALS FROM RESIDENTIAL UNITS
IN THE CITY OF MADEIRA BEACH, FLORIDA**

STATE OF FLORIDA

COUNTY OF PINELLAS

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of January 1, 2014, by and between Progressive Waste Solutions of FL, Inc., a Delaware corporation (the "Service Provider"), and the City of Madeira Beach, Florida (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and recycle Recyclable Materials from Residential Units (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Business Day - Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the City.

Holidays - The following days:

- (1) New Year's Day
- (2) Independence Day (July 4th)
- (3) Thanksgiving Day
- (4) Christmas Day (December 25th).

Multi-Family Residential Unit - Any residential dwelling structure comprised of five (5) or more contiguous or separate single-family dwelling units that generates and accumulates Recyclable Materials.

Recyclable Materials -

- (a) Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags or other paper;

- (b) Glass bottles and jars (excluding mirrors, windows, ceramics and other glass products);
- (c) Metal cans composed of tin, steel or aluminum (excluding scrap metal); and
- (d) Plastic containers including all varieties of the types designated as #1 through #7.

Recycling Bin - A receptacle with eighteen (18) gallons of capacity provided to Single-Family Residential Units in the City by the Service Provider for the collection of Recyclable Materials.

Recycling Cart - A receptacle with ninety-six (96) gallons of capacity provided to Multi-Family Residential Units in the City by the Service Provider for the collection of Recyclable Materials.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

Single-Family Residential Unit - Any residential dwelling structure comprised of four (4) or less contiguous or separate single-family dwelling units that generates and accumulates Recyclable Materials, except that each single-family dwelling unit within such residential dwelling structure shall be billed separately as a Single-Family Residential Unit.

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and recycling of Recyclable Materials, the exclusive franchise, license and privilege to collect, haul and recycle of Recyclable Materials from Residential Units over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

SECTION 3. OPERATIONS.

A. **Scope of Operations.** It is expressly understood and agreed that the Service Provider will collect, haul and recycle (at a facility designated by the Service Provider) all Recyclable Materials (as provided herein) (i) generated and accumulated by Residential Units, and (ii) placed within Recycling Bins or Carts by those Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. **Nature of Operations.** The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and recycling of Recyclable Materials, the title to all Recyclable Materials collected by the Service Provider from Residential Units located within the City's corporate limits. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

SECTION 4. RESIDENTIAL UNIT COLLECTIONS.

- A. **Single-Family Residential Units.** The Service Provider will collect Recyclable Materials from Single-Family Residential Units once per week; provided, that (i) such Recyclable Materials are placed in Recycling Bins, and (ii) such Recycling Bins are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day.
- B. **Multi-Family Residential Units.** The Service Provider will collect Recyclable Materials from Multi-Family Residential Units as requested each week and as provided for in Section 6.B. hereof; provided, that (i) such Recyclable Materials are placed in Recycling Carts, and (ii) such Recycling Carts are placed within five (5) feet of the curbside or right of way adjacent to the Multi-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day.
- C. **Contamination.** The Service Provider shall only be responsible for collecting, hauling and recycling Recyclable Materials placed inside the Recycling Bins or Carts provided by the Service Provider. Recyclable Materials in excess of the Recycling Bins' or Carts' limits, or placed outside or adjacent to the Recycling Bins or Carts, will not be collected by the Service Provider. The Service Provider may refuse to service any Recycling Bin or Cart that contains items other than Recyclable Materials. In the event a Recycling Bin or Cart is not serviced due to such Recycling Bin or Cart containing items other than Recyclable Materials, the Service Provider shall leave a sticker on the Recycling Bin or Cart explaining why the Recycling Container was not serviced.

SECTION 5. CITY SERVICES

- A. **Cardboard Container.** The Service Provider will provide, at no cost to the City an eight-yard front load container to collect corrugated cardboard at the City Hall, located at 300 Municipal Drive, Madeira Beach, FL 33708. Such eight-yard front load container shall be emptied twice each week.
- B. **Recyclable Materials Roll-Off.** The Service Provider will provide, at no cost to the City, one (1) thirty-yard roll-off container to collect Recyclable Materials at City Hall, located at 300 Municipal Drive, Madeira Beach, FL 33708. Such thirty-yard roll-off container will be hauled once each week.
- C. **Beach Recycling Carts.** The Service Provider will provide the City with twelve (12) Recycling Carts to be placed on the beach at areas designated by the City and agreed upon by the Service Provider. Such Recycling Carts will be collected and emptied twice each week (On Monday and either Thursday or Friday). For the Services provided to the City under this Section 5.C., the Service Provider shall charge the City the rates set forth in Section 6.C. hereof.

SECTION 6. RATES AND FEES.

Subject to adjustment, as provided in Section 7 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. **Single-Family Residential Unit Services.** For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge **\$2.79 per month** for each Single-Family Residential Unit. This rate applies to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for trash collection services.

B. **Multi-Family Residential Unit Services.** For the Services provided to Multi-Family Residential Units under Section 4.B. hereof, the Service Provider shall charge **\$14.58 per collection** made (includes all Recycling Carts at the Multi-Family Residential Unit) from each Multi-Family Residential Unit. The Service Provider will negotiate agreements with each Multi-Family Residential Unit regarding the number of collections that such Multi-Family Residential Unit wishes to be provided each week. This rate applies to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for trash collection services.

C. **City Beach Services.** For the beach Recyclable Materials collection services provided to the City under Section 5.C. hereof, the Service Provider shall charge the City **\$485.00 per month**.

SECTION 7. CPI-U ADJUSTMENT.

On each anniversary date of this Agreement, the Service Provider shall increase the rate set forth in Section 6 hereof (the "**Initial Rate**") in accordance with the CPI-U. As used herein, "**CPI-U**" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "**Bureau**"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 6. The amount of the increase under this Section 7 shall be equal to the percentage that the CPI-U has increased over the previous twelve (12) month period. The increase to the rates provided for under this Section 7, shall be limited to a two and one-half percent (2.5%) increase for any year of this Agreement.

SECTION 8. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to Recycling Bins and Carts provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

SECTION 9. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling of any item or material that is not a Recyclable Material.

SECTION 10. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of three (3) years, commencing on January 1, 2014 and concluding on December 31, 2016. At the expiration of the term of this Agreement, the Agreement may be extended for up to two (2) successive one (1) year periods upon the mutual written agreement of the parties.

SECTION 11. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

SECTION 12. ENFORCEMENT.

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Recycling Bins and Carts provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Recycling Bin or Cart, require security deposits from the Residential Units utilizing such Recycling Bins or Carts. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 13. PROCESSING, BILLING AND FEES.

A. Monthly Statement. On a monthly basis, the Service Provider agrees to bill the City (i) the rates and fees charged under Sections 6.A. and 6.B. hereto for all Residential Units possessing active trash collection accounts within the City's corporate limits, as well as from all other Residential Units requiring the collection, hauling and recycling of Recyclable Materials within the City's corporate limits and (ii) the rate charged under Section 6.C. for the City's beach recycling services (the "Monthly Statement") on or before the 1st day of the month immediately following the month in which such Services were provided, commencing on February 1, 2014. Thereafter, the City will remit to the Service Provider an amount equal to such Monthly Statement. Such remittance shall be made by the City on or before the last day of each month (for the immediately preceding month's service) commencing on February 28, 2014. Along with each monthly remittance, the City shall provide the Service Provider with a report indicating the

number of Residential Units which have been billed for that month. The City shall be solely responsible for billing and collecting such rates and fees from all Residential Units possessing active trash collection accounts within the City's corporate limits, as well as from all Residential Units requiring the collection, hauling and recycling of Recyclable Materials within the City's corporate limits. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

B. Taxes. In addition to the amounts billed and collected by the City under Section 13.A., the City shall also be responsible for billing, collecting, and remitting/paying any and all sales, use and service taxes assessed or payable in connection with the Services.

C. Bad Debt: Unpaid Rates/Fees. The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services.

D. Change in Billings. In the event the City opts to begin charging the Residential Units for the recycling services provided by the Service Provider under this Agreement, the parties agree to negotiate in good faith any required modifications to billing done under Section 13 of this Agreement as a result of such change, including, but not limited to, terms and conditions for the Service Provider to assume the billing and collecting responsibilities.

SECTION 14. SPILLAGE.

The Service Provider shall not litter premises in the process of making collections. In the event of spillage by the Service Provider, the Service Provider shall be required to clean up such spillage within a reasonable time.

SECTION 15. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the immediately following business day.

SECTION 16. CUSTOMER SERVICE.

All complaints shall be made directly to the Service Provider and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Service Provider shall investigate, and if such allegations are verified, shall arrange for the collection of the Recyclable Materials not collected within 24 hours after the complaint is received.

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and recycling of Recyclable Materials, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 17.

SECTION 18. VEHICLES AND EQUIPMENT.

Vehicles used by the Service Provider for the collection, hauling and recycling of Municipal Recyclable Materials shall be protected at all times while in transit to prevent the blowing or scattering of Recyclable Materials onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

SECTION 19. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 20. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 21. INSURANCE COVERAGE.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$500,000

(3) Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
(4) Automobile Liability	\$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability
(5) Pollution Legal Liability	\$2,000,000 each loss
(6) Excess or Umbrella	\$5,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 21 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 21.

SECTION 22. INDEMNITY.

To the extent covered by applicable insurance, the Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

SECTION 23. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 24. TERMINATION.

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than ten (10) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

SECTION 25. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 26. GOVERNING LAW.

In the event of any controversy, claim or dispute between the parties hereto arising out of or relating in any matter whatsoever to this Agreement, such controversy, claim or dispute shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Florida, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Florida and the Federal courts of the United States located in the State of Florida, for any controversy, claim or dispute between the parties hereto arising out of or relating in any matter whatsoever to this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all controversies, claims or disputes arising out of or relating in any manner whatsoever to this Agreement shall be heard and determined in such a Florida State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such controversy, claim or dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

SECTION 27. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708
Attn: Shane B. Crawford, City Manager

If to the Service Provider:

Progressive Waste Solutions of FL, Inc.
11500 43rd Street North
Clearwater, FL 33762
Attn: District Manager

With a Copy to:

IESI Corporation
2301 Eagle Parkway, Suite 200
Ft. Worth, TX 76177
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

SECTION 28. ATTORNEYS' FEES.

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

SECTION 29. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF MADEIRA BEACH COMMISSION
MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN
MEETING LAWS OF THE STATE OF FLORIDA AND ALL OTHER APPLICABLE LAWS
THIS 5th DAY OF November, 2013.

PROGRESSIVE WASTE SOLUTIONS
OF FL, INC.

By: Dean DiValerio
Dean DiValerio, Vice President

CITY OF MADEIRA BEACH, FLORIDA

By: [Signature]
Name: Shane D. Campbell
Title: City Manager

ATTEST:

By: [Signature]
Name: Aimee Servedio
Title: City Clerk

APPROVED AS TO FORM:

By: [Signature]
Name: BENJAMIN J. HUFFMAN ESQ
Title: PERSONAL CITY ATTORNEY

P & L JPSF 2016

Event Income

Booth Sponsor Income	\$ 13,000.00
Radio Sponsorships	\$ 5,944.15
Chef Showdown	\$ 400.00
Fishing Tournament	\$ 1,900.00
Marsalisi Sponsorship	\$ 3,500.00
Coke Sponsorship	\$ 3,000.00
VIP Ticket Sales	\$ 2,500.00
Parking Revenue	\$ 3,565.21
Vendor Income	\$ 75,275.00
Event Generated Incomm	\$ 369,906.00
TDC Grant	\$ 75,000.00

Gross Income	<u>\$ 553,990.36</u>
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Event Expenses

Advertising	\$ 68,251.20
Charge Back	\$ 425.00
Entertainment	\$ 35,712.04
Equipment Rentals	\$ 23,708.36
Fishing Tournament	\$ 7,070.00
Labor	\$ 10,957.65
Merchant Services/CC I	\$ 2,368.72
Permits/Licenses	\$ 15,927.73
Sales Tax	\$ 14,678.31
Security	\$ 15,083.75
Supplies Event	\$ 39,597.64
Transportation & Parki	\$ 31,160.00
Vendor Expense	\$ 233,454.75

Total Event Expenses	<u>\$ 498,395.15</u>
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Event Income	<u>\$ 55,595.21</u>
SIK Promotions	\$12,204.67
Net Income	<u>\$ 43,390.54</u>

**CITY OF MADEIRA BEACH
SPECIAL EVENTS APPLICATION**

Public Event: Old Salts Fishing Foundation —LOOP Tournament

Location: City Centre Room & Municipal Marina

Captain's Party: Tues, Aug 15, 2017 City Centre Room / **Tournament:** Sat, Aug 19, 2017 Municipal Marina

Requesting: Waiver of room rental fees (\$1,630.50) for CC Room on Tues, Aug 15.

DEPARTMENT HEAD APPROVAL & REVIEWS;

Recreation Department Official: Doug Andrews (signature attached)

Notes - Fee schedule attached for CC Room usage. Cleaning fees are only "hard costs".

Finance Department Official: Walter Piece (signature attached)

Notes - If commission chooses to waive fees; suggestion to keep set amount (ex/ cleaning cost).

Fire Department Official: Todd Ermscher (signature attached)

Notes - No fire / EMT needed.

Sheriff's Department Official: Pat Krager (signature attached)

Notes - No issues.

Public Works Department Official: Dave Marsicano

Notes - None.

City Manager:

Notes - None.

Additional Notes: Fees for this event fees have been waived in the past. As "Host Sponsor" the City receives \$5,000 sponsorship level.

City of Madeira Beach Events Fees

Old Salts Fishing -

LOOP

AUG 15 & 19 '17

Single Day Event

Permit 8.19

Application Fee

\$ 100.00 PAID

CC Room Rental

8.15

Deposit (Refundable)

\$ 400.00

CC Room Rental

8.15

Set Up / Cleaning Fee

\$ 214.00

CC Room Rental

8.15

Hourly Rental (5 HRS)

\$ 856.00

CC Room Rental

8.15

Event Insurance Fee

\$ 160.50

Balance Due

\$ 1,630.50



**CITY OF MADEIRA BEACH
SPECIAL EVENTS APPLICATION**

ADDENDUM

Addendum Spring King of the Beach. April 27-29, 2017

1. Only vehicles allowed on the field are for unloading purposes. After unloading/ vehicles to leave field surface and park on street.
2. NO VOLUNTEER TRUCKS ALLOWED ON FIELD. Please park on the Road.
3. Set up/Take down will start on Monday, April 24 and field needs to be cleared off by Monday May, 2, 2017 @ 4PM to accommodate Monday Softball league. NSA Softball Tourney on April 22-23rd is using all 3 fields. Extra Days will be assessed at \$1,000 per day.
4. Rental fees and deposit on Page 1 reflect pricing for 3 day event.
5. Recreation Center will conduct business as usual April 27-28. The Rec Center will not serve as the headquarters for the event. Access for child care pick up at the top of Rex Place must be arranged by Old Salts. The Rec Center will be locked in the evenings Thursday and Friday, and locked all day Saturday.
6. There will nothing on field 1. Field 2 may only contain kids zone, with inflatable/rides approved by City Staff. Absolutely no vehicles or tents on field after set up. Set up time for field 2 is Thursday April 27th, and off field by Sunday, April 30 at 10 am, to minimize field wear and tear and allow for Little League to resume schedule.
7. Irrigation must remain on until Thursday and will resume Sunday morning,.
8. Cooking/Vendor sheet must be filled out and approved by Fire Department.
9. Fire Department/EMT tent must be onsite (included in field rental price)

The above addendum has been approved by the following;

Recreation Department Official, Finance Department Official, Fire Department Official, Sheriff's Department Official, Public Works Department Official, and Madeira Beach City Manager.

Please submit a signed copy of this agreements to City of Madeira Beach 30 days prior to event to complete the approval process. With any questions please contact the City Manager's Office at (727) 391-9951.

BY SIGNING BELOW, YOU CERTIFY THAT YOU HAVE READ THIS AGREEMENT, THAT YOU KNOW AND UNDERSTAND THE MEANING AND INTENT OF THIS AGREEMENT AND THAT YOU ARE ENTERING THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

Applicant Name: _____

Day of Event Contact: _____

Event Cell Phone: _____

Return Address for Deposit: _____

Signature: _____



City of Madeira Beach Facility Fees (8.15.17 LOOP - Old Salts Captain's Party)

DAY	STATUS	DATE	TIME PERIOD	TYPE	FACILITY LOCATION	SPACE	FEES	PAID	DUE
Sat	Resident	8/15/2017	5PM - 10PM	RENTAL	City Hall	CC	\$ 1,630.50		\$ 1,630.50
Fee Detail:									
City Centre				Description		Count	Sales Tax	TOTAL	
				Deposit (Refundable)	\$	1.00	\$	400.00	
				Room Rental	\$	5.00	\$	56.00	\$ 856.00
				Set Up/Cleaning Fee	\$	1.00	\$	14.00	\$ 214.00
				Event Insurance	\$	1.00	\$	10.50	\$ 160.50

**CITY OF MADEIRA BEACH
SPECIAL EVENTS APPLICATION**

Public Event: Old Salts— Fall King of the Beach

Event Date: Thurs—Sat, November 2, 3, & 4, 2017

Location: Madeira Beach Event Field, Stage

Set Up Date: Mon, Oct 30, 2017 **Breakdown (prior to):** 4:00 p.m. Mon, Nov 6, 2017

Location: Madeira Beach Recreation Center - Boca View Hall

Set Up Date: Pending Availability **Breakdown (prior to):** Pending Availability

APPLICATION REVIEWS

Recreation Department Official: _____

Noted Conditions: _____

Finance Department Official: _____

Noted Conditions: _____

Fire Department Official: _____

Noted Conditions: _____

Sheriff's Department Official: _____

Noted Conditions: _____

Public Works Department Official: _____

Noted Conditions: _____

City Manager: _____

Noted Conditions: _____



**CITY OF MADEIRA BEACH
SPECIAL EVENTS APPLICATION**

Public Event: Old Salts— Fall King of the Beach

Event Date: Thurs—Sat, November 2, 3, & 4, 2017

Location: Madeira Beach Event Field, Stage

Set Up Date: Mon, Oct 30, 2017 **Breakdown (prior to):** 4:00 p.m. Mon, Nov 6, 2017

Location: Madeira Beach Recreation Center - Boca View Hall

Set Up Date: Pending Availability **Breakdown (prior to):** Pending Availability

Pre-Event Min. 90 Days

- **Application & Fees** - Application Received
- **Site Plan** - Attached
- **Pre-planning meeting with City of Madeira Beach Staff**— TBD
- **If requesting non-profit exemptions 501C3 & Certification of Exemption** - Requested

Pre-Event Min. 60 Days :

- **Pinellas County Sheriffs**—Required
- **Madeira Beach Fire / Emergency Medical**—Required
- **Department of Transportation** - N/A

Pre-Event Min. 30 Days: May 8, 2017

- **Event Insurance**—Attached
- **Application Approval**—Pending
- **Alcohol Permit**—Requested
- **Final Site & Parking Plan**—TBD
- **Event Timeline & On-site Contact Information**—Pending
- **Event Fees**—TBD

Post-Event Min. 30 Days:

- **Final Payments**
- **Recap Meeting with Staff**

Madeira Beach City Events Fees

Old Salt - Fall KOTB

Application	Event Ap Fee	\$	100.00 PAID
Deposit \$500/ Day	3 Day Event	\$	1,500.00
Rental \$3,000 / Day	3 Day Event	\$	9,000.00
Sanitation \$50 / Dumpster	6 Recommended	\$	300.00
Trash \$5 / Trashcan	25 Recommended	\$	125.00
		\$	10,925.00

**CITY OF MADEIRA BEACH
SPECIAL EVENTS APPLICATION**

ADDENDUM

Addendum Old Salts— Fall King of the Beach

1. Only vehicles allowed on the field are for unloading purposes. After unloading/ vehicles to leave field surface and park on street.
2. NO VOLUNTEER TRUCKS ALLOWED ON FIELD. Please park on the Road.
3. Set up/Take down will start on Monday, October 30 and field needs to be cleared off by Monday November 6, 2017 @ 4PM to accommodate Monday Softball league. Extra Days will be assessed at \$1,000 per day.
4. Rental fees and deposit on Page 1 reflect pricing for 3 day event.
5. Recreation Center will conduct business as usual during event. The Rec Center will serve as the headquarters for the event outside of normal recreation hours. Access for child care pick up at the top of Rex Place must be arranged by Old Salts.
6. There will nothing on field 1. Field 2 may only contain kids zone, with inflatable/rides approved by City Staff. Absolutely no vehicles or tents (other than 10 X10) on field after set up. Set up time for field 2 is Thursday June 8th, and off field by Monday, June 12th at 10 am, to minimize field wear and tear.
7. Irrigation must remain on until Thursday morning and will resume Sunday morning,.
8. Cooking/Vendor sheet must be filled out and approved by Fire Department.
9. Fire Department/EMT tent must be onsite (included in field rental price)
10. Each evening field must be cleared, all alcohol consumption ceased and locked down by 12 midnight.

The above addendum has been approved by the following;

Recreation Department Official, Finance Department Official, Fire Department Official, Sheriff's Department Official, Public Works Department Official, and Madeira Beach City Manager.

Please submit a signed copy of this agreements to City of Madeira Beach 30 days prior to event to complete the approval process. With any questions please contact the City Manager's Office at (727) 391-9951.

BY SIGNING BELOW, YOU CERTIFY THAT YOU HAVE READ THIS AGREEMENT, THAT YOU KNOW AND UNDERSTAND THE MEANING AND INTENT OF THIS AGREEMENT AND THAT YOU ARE ENTERING THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

Applicant Name: _____

Day of Event Contact: _____

Event Cell Phone: _____

Return Address for Deposit: _____

Signature: _____



2017 EVENT PERMIT APPLICATION

Event permits are required for any organized meeting, activity, gathering, or group of 2 draw public attention or has the potential to inhibit the normal flow of traffic. This incl structure larger than a 10' x 10' tent, firework displays, festivals, rallies

Event permit application fee

*Application does not ensure the event is confirmed. Once event is evaluated

Please complete the following form and return minimally 90 days prior to your event. Permits are permits can be submitted on site at the Madeira Beach Recreation Center, located at 200 Rex Place to Attn: Event Permits 300 Municipal Drive, Madeira Beach, Florida 33708. Please contact our of events or require assistance with the completion of the form at (727)

Event Name: Old Salt 24th Annual Fall King of the Beach
Event Planner or Company: Old Salt Fishing Foundation
Event Date: November 2nd, 3rd & 4th, 2017
Requested Location: Archibald Beach Park (15100 Gulf Blvd) John's Pass
X Madeira Beach Event Field John's Pass
Other: _____

Anticipated Attendance (Include staff working event): 5K X 3 Number of days

Event Description:
Community Event. Largest Kingfishing Tournament in the USA. Approxir
teams. Anglers come from all over the state of FL plus plus out of state
Tournament and Festival will benefit Old Salt Youth Programs and other

Setup Time Begins: October 29th Breakdown Time Ends: Novem
Event Begins: Nov. 2&3rd, 5pm / Nov. 4th 2pm Event Ends: Nov. 2nd&3rd,

Site Plan/Event Map - A site map is required for all event applications for approval to be gran submit with your application for most recent aerial imaging. Maps must be clear and legible. As change a final site map will be required and need final approval from Madeira Beach Fire Depa

Food Concession - No X Yes

If yes, please select cooking method: Gas Electric Other: Both

Please note: Temporary food must meet all State and local guidelines and requirements. All temporary cooking is subject to inspection by Madeira Beach Fire Department. Event is responsible for proper disposal of coals and cooking oils.

Alcoholic beverages - No X Yes

If yes, please check all that apply: Beer & Wine Sales Beer, Wine, & Liquor Sales Complimentary beverages served

Please Note: A permit is required for the sale and distribution of alcoholic beverages and must be provided to the City of Madeira Beach 30 days prior to the event.

Amplified Sound - No X Yes

If yes, time sound begins & ends: 4pm Nov 2&3 / 2pm, Nov 4th Stage Size & Number (if applicable): _____

Please Note: Sec. 34-87 Enumeration (5). Amplified outdoor sound, music, or live entertainment shall be prohibited between the hours of 9:00 p.m. to 7:30 a.m. Sunday through Thursday and 11:00 p.m. to 7:30 a.m. Friday through Saturday.

Impact - Pending the nature of your event, the City may require the promoters to notify surrounding residences, businesses, and other entities that may be impacted by the event at your expense.

Temporary Structures - No X Tent Other: Vendor Displays such as boats, etc.

If yes, time set up begins & ends: Oct. 29th - Nov 1st Tent Size & Number (if applicable): _____

Electricity - None needed Generator supplied Requesting from City: 460 Amps Requested

Fireworks - No Yes, Madeira Beach Fire Department must be contacted 60 days prior to event

2941
DATE 2/14/17
\$ 100 DOLLARS
MADEIRA BEACH RECREATION DEPARTMENT
200 REX PLACE
MADEIRA BEACH, FLORIDA 33708
(727) 392-0665
RECEIVED FROM Old Salt
Old Salt Fishing Foundation
FOR Event
BY 8416 MB
CASH ☐ CHECK ☒ M.O. ☐
AMOUNT OF ACCOUNT 100
THIS PAYMENT 100
BALANCE DUE
THANK YOU

RECEIPT



2017 EVENT PERMIT APPLICATION

Security / EMT – Pinellas County Sheriff's Department is required to be on site for the full duration of all events involving alcohol. Contact off-duty detail for public events at (727) 582-6176. Additional security may be required. EMT required for events involving 3,000 persons or more and all events involving boating/watersports. Costs may vary, standard rate of \$90/hour. Contact Madeira Beach Fire Department for more information.

Sanitation - Please take note that the event is responsible for leaving the venue clear of debris. Please describe your plan for cleanup and removal of waste during and after your event: Extreme Clean is hired to help with trash along with volunteers assigned to clean and pick up trash before, after and during the event.

Request City Sanitation Support: 35 Number of trashcans (\$5 per can) 4 Number of Dumpsters (\$50 with one dump)
Sanitation support can be provided by Madeira Beach Public Works only, availability pending application approval.

Restrooms – Number of Portable Restrooms Required for Special Events (circle number).

Assumes servicing once per day. Minimum of one ADA accessible toilet required.

People	1	2	3	4	5	6	7
250	2	2	2	2	2	3	3
500	2	3	4	4	4	4	4
1000	4	5	6	7	7	8	8
2000	6	10	12	13	14	14	14
3000	9	14	17	19	20	21	21

Insurance Requirements – Insurance required for all public events. You are required to procure and maintain commercial general liability insurance with a minimum of \$1,000,000 per occurrence. Proof of event insurance must be submitted a minimum of 30 days prior to the event start and held throughout the activities. This insurance must name the City of Madeira Beach as an additional insured in any and all policies.

Parking – Please list your plan for parking: Jim Holton Property, Archibald, Winn Dixie and City lots

Same plan as 2016 Road Closure of Rex Place with hired off duty police and security.

Please Note: Fees will apply for the use or reservation of City Parking Lots.

Applicant Information - The applicant of this permit will be held legally and financially responsible for the overall organization, management, and implementation of an event and its related activities.

Applicant Name: Old Salt Fishing Foundation

Address: PO Box 8564

City: Madeira Beach

State: FL

Zip: 33738

Phone: 727-216-6601

E-mail: info@oldsaltfishing.org

On site Coordinator: Jill Foraker / Tom Verdensky

Cell: Jill, 727-422-6420 / Tom, 727-439-7945

E-mail: jill@squidinkpro.com

Affidavit of Applicant & Hold-Harmless Acknowledgement

By signing this application, you are certifying that you understand the information in this application to be true and correct to the best of your knowledge, and that you agree to comply with City of Madeira Beach Code of Ordinances and all City rules, regulations and policies. Should the City grant approval and a Special Event Permit be issued, you also agree to comply with any other rules and requirements provided by law or the City. In consideration of the privileges that may be granted by issuance of a Special Event permit, the Host Organization shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the City, and all officials, agents and employees of the City, from and against all claims which may result from allowing Applicant to utilize the public right-of-way or City owned park. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from.

The Host Organization's obligation to indemnify, defend, and hold harmless includes any claim by Host Organization's agents, employees, representatives or any subcontractor or its employees. Said indemnification shall not include claims resulting solely from the act, omission, negligence, or other fault on the part of the City, its official, agents, or employees.

I further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the event to the City of Madeira Beach.

Applicant Signature: Jill Foraker

Date: 1-31-17

Madeira Beach Recreation Department
200 Rex Place Madeira Beach, FL 33708



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vermost & Associates, LLC 1120 Belcher Rd S Suite 1 Largo FL 33771		CONTACT NAME: Nancy Roberts PHONE (A/C No. Ext): (727) 748-2886 FAX (A/C No): (727) 577-4991 E-MAIL ADDRESS: nroberts@vermost.com	
INSURED Old Salt Fishing Foundation, Inc. Po Box 8564 Madeira Beach FL 33738-8564		INSURER(S) AFFORDING COVERAGE INSURER A Maxum Indemnity Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 26743	

COVERAGES

CERTIFICATE NUMBER: CL16102105124

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		BDG004934907	10/16/2016	10/16/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Liquor Liability \$ 1,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	INLAND MARINE RENTED EQUIPMENT			BDG004934907	10/16/2016	10/16/2017	\$25,000 \$20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Madeira Beach is included as an additional insured with respects to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Madeira Beach
300 Municipal Drive
Maderia Beach, FL 33708

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sue Lockett/ROBENA



HOST SPONSORSHIP

Old Salt 24th Annual Fall King of the Beach Tournament & Festival
November 2-4, 2017

Host Sponsorship

City of Madeira Beach will receive, in exchange for its in-kind support of waiving fees for the use of the event field and city services the following benefits at no additional charge. This package is valued at \$50,000 in marketing and advertising benefits.

I. Official Designation Status:

- a. Exclusive Host Sponsor
- b. City of Madeira Beach is granted first right of refusal to be the Host Sponsor for the 2018 Events

II. City and City Marina logo (with hyperlink to web homepages) included on all event and marketing collateral including, but not limited to the following:

- a. 30,000 post cards
- b. 1,000 posters (if print deadline has not expired)
- c. Two (2) Full page color ads in the event booklet (One for Marina / One for Rec Center)
- d. Sponsor page and listing in event publication
- e. City of Madeira Beach highlighted in press release emailed to over 2,500 news and media contacts
- f. Ads in Florida Sportsman, Coastal Angler Magazine, Tampa Bay Times and others
- g. Event website tournament section and every page footer

III. Digital/Social Media:

- a. City and City Marina banner ad on tournament homepage for six (6) weeks
- c. City and City Marina logos on two (2) full sends of email campaign (project to be 738,000 impressions each): two (2) Tri-county; two (2) Team/Angler
- d. At least six (6) VSPC tagged Facebook mentions with VSPC logo and name to read City of Madeira Beach and/or Madeira Beach Municipal Marina
- e. Minimum of six (6) City and City Marina logos aired throughout live streaming broadcast during weigh-in day of Event (with option to use provided commercials/materials)

V. Broadcast Benefits (TV/radio spots to include VSPC mention):

- a. A minimum of five hundred (500) City of Madeira Beach mentions on Cox Media Radio commercials

VI. Event Onsite Benefits:

- a. Display/Exhibits:
 - i. One (1) 10' x 10' space at Event for the City to promote the destination / services
- b. Signage:
 - i. City and City Marina logos inclusion on main stage, step and repeat backdrop, and top and bottom stage banners
 - ii. City and City Marina banners placed at premium locations throughout Event perimeter
- c. Other:
 - i. Minimum of twenty (20) ten to fifteen second live or pre-recorded stage announcements per day to promote City of Madeira Beach and the Municipal Marina
 - ii. City collateral included in 650 Captain's Buckets (provided by city)
 - iii. Mayor to welcome anglers at Captains Meeting on stage
 - iv. Mayor is invited to present trophy to winning team

VII. Tickets and Credentials:

- a. 8 VIP Packages including t-shirts, drink tickets and parking passes for Commission & City Staff
- b. 4 VIP Packages including t-shirts, drink tickets and parking passes for Marina Staff
- c. 4 VIP Packages including t-shirts, drink tickets and parking passes for Fire Department
- d. 4 VIP Packages including t-shirts, drink tickets and parking passes for Rec Center Staff



Old Salt Mission

"To create, protect and promote recreational fishing opportunities for Florida anglers and their families." Old Salt supports the development of sound fisheries science & conservation policies, youth & family outreach and angler education.

What Old Salt Does

Old Salt Fishing Foundation is a 45-year-old, not for profit, fishing organization headquartered in Madeira Beach, FL. The Foundation serves anglers with a variety of youth & family programs, competitive fishing tournaments and angler advocacy efforts. The Foundation operates with an all volunteer staff and board of directors. Over the past 10 years, Old Salt has delivered fishing, tournament, conservation and education programs & opportunities for tens of thousands of anglers all while donating in excess of \$1 million dollars to deserving regional charities.

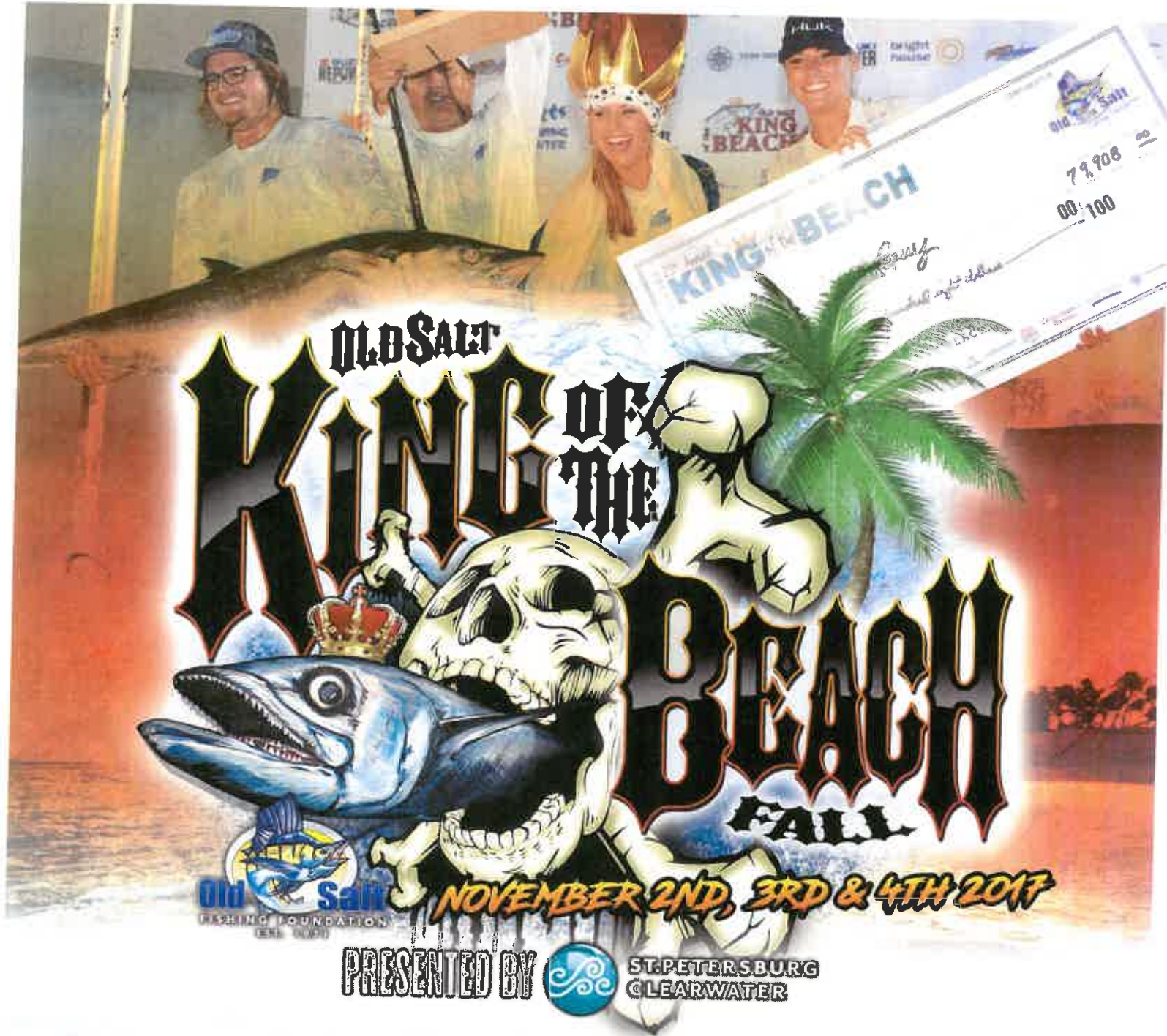
Good Works & Awards

- Spirit of Philanthropy award from the Association of Fundraising Professionals
- Sponsor of the Year Tasco Teen Programs
- Charity of the year Gulf Beaches Chamber 2015
- Donated over \$1 Million dollars to local charities:
 - PARC - Dream Fund - Celma Mastry Ovarian Cancer - All Children's & More
- Donated to the Madeira Beach Middle School Observation Pier
- Holds annual food drive for Metropolitan Ministries - Fishing For Hope
- Donates to the Veteran's Boat Parade
- Adopted a Mile - Old Salt cleans and maintains one of the two miles in Madeira
- Sponsored Florida Sea Grants
- Sponsors the Boy Scouts and Girl Scouts in various projects
- Supports the Community Day and Officer Appreciation days in Madeira Beach
- Helped assist in the Coast Guard Auxiliary Safe Boating Day
- Helps with scientific research studies and education outreach for FWC and NMFS,
- Donates rods & prizes for youth anglers in the Elks and American Legion Fishing Events
- Sponsors Operation Kid Float program with Sheriff Department
- Hosts a Very Special Kids Fishing event annually with LIFT program
- Hosts and Donates to 1st Downs for Life on their annual fishing day
- Created the Jr. Old Salt program teaching kids about fishing through seminars & community events and earn hours for volunteering to complete their Bright Future funding

Last Year put 1,000 fishing rods in kids hands through these programs & events:

- Madeira Beach Rec Center Fishing days during their summer camps
- Pediatric Cancer Foundation Sea Wall Fishing events
- Kid's Fishing Rodeo (our own event with over 500 kids)
- Big Brothers & Sisters Sea Wall Fishing Day





ORDINANCE NO. 2017-08

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 42, ARTICLE II. – SPECIAL EVENTS, OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO ALLOW FOR FINAL APPROVAL OF SPECIAL EVENTS BY THE BOARD OF COMMISSIONERS OF THE CITY; TO CORRECT SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND BY PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Commissioners of the City of Madeira Beach would like to be more involved in application and approval process for special events within the City; and

WHEREAS, the City's Code of Ordinances previously provided that the power of final approval for special event applications resided in the Board of Commissioners; and

WHEREAS, the City Commission wishes to once again have the final approval power for special event applications based on the criteria enumerated in the Code of Ordinances; and

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

Section 1. Pursuant to the City Charter, the Board of Commissioners has the authority to amend the Code of Ordinances.

Section 2. That Chapter 42 – Offenses and Miscellaneous Provisions, Article II.- Special Events, be amended as follows:

ARTICLE II. – *SPECIAL EVENTS*

Sec. 42-16. - Definition.

Special event shall mean any organized meeting, activity, gathering, or group of 75 or more persons, which involves Ceity financial or in-kind contributions or requires Ceity approvals and which is intended to or does draw public attention and has the potential to inhibit the normal flow or regulation of pedestrian or vehicular traffic upon any public facility, street, sidewalk, swale, alley, or park,

The term shall include, but not be limited to, festivals, carnivals, circuses, tournaments, concerts, parades, athletic events, fairs, rallies, firework displays and similar gatherings regardless of whether a charge or donation is required for admission. This definition shall specifically exclude any event conducted or sponsored solely by the Ceity, ~~or for the primary purpose of First Amendment speech or assembly.~~

Sec. 42-17. - Permit required.

No person or organization shall engage in, participate in, aid, form, or start any special event, unless a special event permit shall have been obtained from the Ceity.

Sec. 42-18. - Permit application.

- (a) A person or organization seeking issuance of a special event permit shall file an application with the Ceity Mmanager's office or designated department on forms provided by the Ceity.
- (b) An application for a special event permit shall be filed with the Ceity Mmanager's office not less than 60 days nor more than 365 days before the first date on which the special event is scheduled to be conducted.
- (c) Upon receipt of a completed application, the Ceity Mmanager's office shall secure all applicable departmental reviews prior to submittal for final approval to the Board of Commissioners.
- (d) In the event the application is incomplete in a material respect or a prior permit has already been approved for the same area or an adjacent public area has already been scheduled for use at the same time and simultaneous uses cannot be accommodated, the application will be rejected and returned to the applicant to be amended for reconsideration.

Sec. 42-19. - Standards of approval.

Issuance of a special event permit shall be contingent upon final approval by the Board of Commissioners, considering the recommendation of the department heads and City Manager, and based on a determination that the application satisfies the following criteria: city-manager's determination:

- (1) Surrounding and nearby properties are suitably protected from adverse conditions that may reasonably be expected to result from the special event.
- (2) The proposed special event is not likely to create hazardous vehicular or pedestrian traffic conditions.
- (3) Adequate off-street parking is available.
- (4) Adequate utilities, drainage, sanitation management, emergency services and access, traffic control, security and other necessary facilities and services are available and all necessary sanitary facilities have been approved by the appropriate authorities.
- (5) All applicable laws and regulations of the Ceity and of any other regulatory body or agency will be met prior to the special event.
- (6) Whether waivers of City Code provisions are appropriate for the event, including, but not limited to:
 - a. Section 6-3, open containers and consumption prohibited;
 - b. Subsection 34-87(5), radios, amplifiers, phonographs, etc;
 - c. Section 46-1, public solicitation; prohibited areas; times allowed;
 - d. Section 58-3, outdoor sales and displays;
 - e. Chapter 58, streets, sidewalks and other public places;
 - f. Section 62-41, special permits for nonprofit enterprise; section 62-43, operating from temporary quarters prohibited; and subsection 62-60(49), exhibits and attractions;

- g. Section 66-72, limitation on parking in city parking lots and beach access easements;
 - 1. In the case that a promoter requests free parking for an event, said promoter must pay 75 percent of the lost revenue of the respective lot to the Ceity. This figure is calculated by the revenue the lot in use generates on average.
- h. Section 102-155, government and public purpose signs.

Sec. 42-20. - Permit conditions.

Special event permits issued under this article shall be subject to the following conditions:

- (1) Special events may only be approved for daylight hours, except in areas possessing appropriate artificial light.
- (2) The sheriff's office may stop a special event where a breach of the peace is occurring or an activity in the nature of a riot has occurred.
- (3) All public areas are to be left clean and restored to pre-event condition following any special event.
- (4) The Ceity Manager or his authorized designee shall have authority to restrict, limit or prohibit the use or construction of platforms, chairs or other equipment, if the Ceity Manager finds that their use would result in damage to Ceity property or constitute a hazard to safety or would block or infringe upon some other lawful use of the public property.
- (5) The grant of the permit shall not entitle the applicant to violate any other general park rules or regulations applicable to the use of public property.
- (6) The conduct of the event will not substantially interrupt the orderly movement of other traffic contiguous to the event's route.
- (7) The conduct of the event will not require the diversion of so great a number of sheriff's deputies to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the Ceity.
- (8) The conduct of the event will not require the diversion of so great a number of ambulances and fire rescue units as to prevent normal ambulance and rescue service to portions of the Ceity other than that to be occupied by the proposed event and areas contiguous thereto.
- (9) The concentration of persons, animals and vehicles at assembly points of the event will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to the assembly areas.
- (10) The conduct of the event will not interfere with the movement of firefighting equipment en route to a fire.
- (11) The conduct of the event is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance.
- (12) Reimbursement to the Ceity for expenses and fees charged for a prior special event held by the applicant or the applicant's predecessor, or any person responsible for conducting the special event pursuant to this article.
- (13) Proof of insurance, maintained at the applicant's expense, naming the Ceity as an additional insured party for all public areas to be used in conjunction with or adjacent to the special event so that the Ceity and its officers and employees will be protected from any claims for damages to property and for personal injury,

including death, which may arise from or occur in connection with the special event.

Sec. 42-21. - Approval and duration of permit.

- (a) Upon finding that the standards for approval are met the Board of Commissioners shall direct, the Ceity Mmanager ~~may~~ to issue a special event permit specifying such conditions as will protect the health, safety and welfare of the public and will protect adjoining properties. Each permit shall specifically define all provisions of this Code modified or waived as part of the approvals for the special event.
- (b) Each special event permit shall be issued for a specific period of time not to exceed three days unless specifically waived by the Board of Commissioners ~~city manager~~ at the time of final permit approval.
- (c) In the case of "repetitive" permits, the period during which the permit repeats is not to exceed three years.

Sec. 42-22. - Permit fees and deposit.

Applicants shall pay an application fee and a deposit as established in the fees and collection procedure manual when making application for special event. The Ceity reserves the right to require and charge for services (pre- and post-event) including police, fire, sanitation, utility usage and grounds maintenance, deemed necessary for the safe coordination and clean-up of any event.

Sec. 42-23. - Permit cancellation or revocation.

The Ceity Mmanager, or his authorized designee, may cancel any special event if use of the property in any way conflicts with federal state, or local laws; if the event or activities thereof discredit the Ceity; or if the event applicant is in default. The Ceity Mmanager or his designee shall have the authority to revoke a special event permit issued pursuant to this article upon violation of the standards for issuance or conditions for issuance prescribed in this article. During the event, the sheriff's office shall have the authority to order a ceasing of the event, should the continuance of such event contribute to public disorder or endanger life or property or should he find that the application was fraudulent in any manner. City officials may revoke any/all special event permits when conditions become a public nuisance due to, but not limited to noise, smoke, fumes or additional fire hazards, including a "burn ban" issued by the state or Pinellas County.

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

Section 4. If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not be construed to render the remaining provisions of this Ordinance invalid or unconstitutional.

Section 4. This Ordinance shall be in full force and effect from and after its adoption and approval in the manner approved by law.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2017.

MARGARET BLACK, Mayor

ATTEST:

ANDREA GAMBLE, Interim City Clerk

PASSED ON FIRST READING:

PASSED ON SECOND READING:

From: Andrew Salzman [<mailto:asalzman@unicesalzman.com>]

Sent: Friday, July 28, 2017 6:08 PM

To: O'Neal, Derryl <doneal@madeirabeachfl.gov>

Cc: Erica Augello <Erica@cityattorneys.legal>

Subject: RE: Gay v. City of Madeira Beach

Chief, William Gay and Cathy Moore filed a 4 Count Lawsuit against The City of Madeira Beach, former Mayor Palladeno, Terry Lister, Nancy Hodges and Housh Ghovae. Count I concerned a violation of the Sunshine Law, voting by secret ballot in the election of Housh Ghovae; Count II concerned a violation of public records law regarding ethics complaints; Count III concerned a violation of Sunshine Law: Commissioners making the decision to defend ethics complaints based on non-public communications and information; Count IV was a writ of mandamus concerning the same public records in Count II.

After numerous depositions and discovery, Plaintiffs dropped Count III and Housh Ghovae as a defendant as there was insufficient evidence to suggest a sunshine violation had occurred prior to the Commission vote. Count I was decided during competing summary judgement motions and the Court determined that casting written ballots was in violation of the sunshine law and the City did not cure the violation during the public meeting ratification of the ballot selection. Counts II and IV were heard during a non-jury trial and the Court ruled that the giving of the ethics complaints to the City Attorney rendered them public records. The Court awarded attorneys' fees and costs against the City but not the individual commissioners.

Throughout the proceedings the Plaintiffs were represented by 3 attorneys who have sworn that they have spent a total of 310.7 hours on this case and have demanded an attorney fee in excess of \$270,000.00. After reviewing the attorneys' time affidavits and their requested hourly rate, the Parties have negotiated a proposed settlement in the amount of \$135,000.00 in attorney's fees and \$4,248.70 in taxable costs.

If the settlement is not approved by the Board, the City will need to hire an attorney fee expert and proceed to a hearing before the Court as to attorney fees and costs.



City of Madeira Beach
Finance Department

300 Municipal Drive
Madeira Beach, FL 33708

Date: August 3, 2017
To: Mayor and Board of Commissioners
From: Walter Pierce, Finance Director
Subject: Quarterly Investment Report: June 30, 2017

Per the City's Investment Policy, an Investment Report needs to be given to Council on a quarterly basis. Due to the departure of the previous Director in April, the last Quarterly Investment Report was December 31, 2016 (reported in January 2017). I am providing the attached report for your review as a catch up for the past six months. Going forward, these quarterly reports can be (at Council's direction) included in the Monthly Financial Reports starting in October.

It should be noted, that since December, there has been a decrease in liquid investments exceeding \$2.5M due to stormwater and FEMA projects as well as final payments for the new Fire ladder Truck. This has caused the City's total current holdings to dip to \$17,191,694 at the end of June as reflected on this report. However, continuous reimbursements being submitted to Southwest Florida Water Management District (SWFWMD), Pinellas County, and Florida Department of Environmental Protection (FDEP) should assist in increasing the current holdings total on the next quarterly report or September's Investment Report.

Attachment(s): Quarterly Investment Report for June 30, 2017

Quarterly Portfolio Report: June 30, 2017

Cash and Investments:

The City's investment policy permits each of the below holdings, limited by sector to ensure diversification

Current holdings	Balance	Authorized %	Allocated %
Cash	\$ 1,105,000	N/A	6.4%
U.S. Treasury	\$ -	100%	0.0%
Money Market Funds	\$ 4,179,530	50%	24.3%
Intergovernmental Pools	\$ 6,064,334	50%	35.3%
Florida Local Government Surplus Fund	\$ 180,630	50%	1.1%
Non-Negotiable CDs	\$ 5,662,200	50%	32.9%
Total:	\$ 17,191,694		

Money market funds and intergovernmental pools:

Pooled funds consisting of municipal debt, commercial paper, and other short-term, highly liquid securities

Institution	Par Value	Yield	Rating
BankUnited	\$ 4,179,530	0.70%	N/A
FLCLASS	\$ -	0.00%	AAAm
Florida Prime	\$ 180,630	0.80%	AAAm
Florida Safe	\$ -	0.00%	AAAm
Florida Education and Investment Trust	\$ -	0.00%	AAAm
Florida Community Bank	\$ 5,061,281	0.92%	AAAm
Florida Community Bank	\$ 1,003,053	0.92%	AAAm
Total:	\$ 10,424,494		

Weighted average maturity (CDs):

The average time it takes for securities to mature, weighted in proportion to the dollar amount invested

Institution	Par Value	Yield	Maturity	Weight	WAM
Seaside Bank (0197)	126,336.93	0.80%	427	0.15	63.25
Seaside Bank (3947)	150,449.65	0.80%	414	0.18	73.03
Seaside Bank (8959)	183,581.46	0.80%	398	0.22	85.67
BankUnited (9802)	392,548.98	0.85%	174	0.46	80.08
BankUnited	-	0.00%	0	0.00	0.00
Seaside Bank	-	0.00%	0	0.00	0.00
Total:	\$ 852,917			Days:	302.02

DEUEL & ASSOCIATES

CONSULTING ENGINEERS * LAND SURVEYORS * LAND PLANNERS
565 S. Hercules Avenue, Clearwater, FL 33764
Office (727) 822-4151
www.DeuelEngineering.com

June 27, 2017

David Marsicano
Marina/Public Works Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

**RE: Proposal for Professional Engineering Services
Construction Administration Services
Rex Place Roadway & Drainage Improvements Project**

Dear Mr. Marsicano:

Thank you for the opportunity to present our proposal to provide Construction Administration Services for the Rex Place Roadway and Drainage Improvements Project. This proposal is for comprehensive construction oversight including field inspections and administration services for the duration of the construction of Rex Place Roadway Project.

OUR SERVICES WILL INCLUDE:

- Assist in Advertising the Rex Place Project to potential contractors
- Conduct a Pre-Bid Meeting and Bid Opening Meeting in conjunction with the City
- Attend a Pre-Construction Conference with the City and selected Construction Company to review plans, contract documents, payments and schedules.
- Review shop drawings as needed and respond to contractor requests for additional information.
- Coordinate with utility companies that have facilities onsite.
- Provide onsite construction inspection and project related services for the duration of the project.
- Review and process monthly pay applications and provide recommendations to the City for payment.
- Perform a construction Final Walk Through and Punch List to provide to the contractor.
- Coordinate payment submittals and construction progress reports as required by the SWFWMD grant contract.

Total Lump Sum Contract: Thirty Two Thousand Five Hundred Dollars (\$32,500.00)

If this proposal is acceptable, please provide a purchase order as authorization to proceed. Should you have any questions do not hesitate to call me at (727) 822-4151.

Very truly yours,
DEUEL & ASSOCIATES



Albert Carrier, PE, PSM
Principal

DEUEL & ASSOCIATES

CONSULTING ENGINEERS * LAND SURVEYORS * LAND PLANNERS
565 S. Hercules Avenue, Clearwater, FL 33764
Office (727) 822-4151
www.DeuelEngineering.com

July 13th 2017

David Marsicano
Public Works Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

**RE: Proposal for Professional Engineering Services
Construction Administration Services – Boca Ciega (Area 2)
Pinellas County Watermain Replacement**

Dear Mr. Marsicano:

Thank you for the opportunity to present our proposal to provide Construction Administration Services for the Boca Ciega Roadway and Drainage Improvements Project. This proposal is for continuing the comprehensive construction oversight including field inspections and administration services for the duration of the construction of Boca Ciega Project. The City of Madeira Beach has entered into a Joint Project Agreement to replace the old potable watermain on Boca Ciega Drive/Avenue. This JPA extends the existing Boca Ciega Roadway Construction project for approximately four months.

OUR SERVICES WILL INCLUDE:

- Review shop drawings as needed and respond to contractor requests for additional information.
- Coordinate with utility companies that have facilities onsite.
- Provide onsite construction inspection and project related services for the duration of the project.
- Review and process monthly pay applications and provide recommendations to the City for payment.
- Perform a construction Final Walk Through and Punch List to provide to the contractor.
- Coordinate payment submittals and construction progress reports as required by SWFWMD grant contract and the FDEP TMDL Water Quality grant, and Pinellas County Utilities per the JPA

Construction Inspection Services will be billed hourly at a rate of \$95.00 per hour, not to exceed \$53,200.00.

If this proposal is acceptable, please provide a purchase order as authorization to proceed. Should you have any questions do not hesitate to call me at (727) 822-4151. This proposal will be valid for thirty days from today's date.

Very truly yours,
DEUEL & ASSOCIATES



Albert Carrier, PE, PSM
Principal

August 1, 2017

Mr. David Marsicano
Public Services Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708

RE: REQUEST FOR TASK ORDER FOR THE UNDERGROUNDING OF
OVERHEAD UTILITIES ALONG GULF BOULEVARD APPROXIMATELY
FROM 150th TO 144th AS PART OF THE BIG C BEAUTIFICATION
PROGRAM

Dear Mr. Marsicano:

Cribb Philbeck Weaver Group (CPWG) is pleased to submit this Task Order request to provide the City of Madeira Beach (CITY) with professional and licensed services for the above referenced beautification project for undergrounding overhead utilities along Gulf Boulevard from approximately 150th to 144th.

The CITY desires to underground the electric, cable and telephone as shown in plans provided by the CITY (Madeira Beach Utility Underground Madeira Beach, Florida for Duke Energy)(Madeira Beach Utility Underground Madeira Beach, Florida for Charter Communication) and (Madeira Beach Utility Underground Madeira Beach, Florida for Frontier Communication) within the area including:

S.R. 699 (Gulf Blvd.) from just south of 150th to approximately of 144th Avenue

CPWG appreciates the opportunity to submit this proposal, and we look forward to providing you with the services requested.

Sincerely,



Steve Tarte
Principal
CPWG, Inc.

Environmental

Landscape
Architecture

Parks & Trails

Pavement
Management

Planning

Stormwater

Transportation

Utilities

Water Resources

Construction CBC
1260363

3918 N. Highland
Avenue Tampa, FL
33603

P: 813-361-2644

SCOPE OF SERVICES

General

Pursuant to this Scope of Work, CPWG shall provide services to construct the **“Madeira Beach Utility Underground Madeira Beach, Florida, for Duke Energy”, “Charter Communications” and “Frontier Communications”** project which consists of converting overhead utilities to underground facilities between just south of 150th to approximately 144th Avenue.

Aspects for the project inclusive of this work will be restoration, new street lighting, directional bore, pull boxes, power control/connections/meter/ breakers, conduit, sidewalk replacement due to construction impacts and Maintenance of Traffic (MOT). The undergrounding will be constructed according to FDOT Permit requirements and the City of Madeira Beach requirements and within the Right-of-Way of both FDOT and Madeira Beach as practicable. CPWG with the assistance of the City will need to secure a few private easements for the placement of associated facilities.

I. BASIS OF CONSTRUCTION

The construction activities are based from the construction plans titled **“Madeira Beach Utility Underground Madeira Beach, Florida for Duke Energy”, “Charter Communication” and “Frontier Communications”**. The plans, details, MOT requirements, notes and referenced specifications in these plans will govern the construction of the project

II. GULF BOULEVARD UNDERGROUNDING FOR DUKE ENERGY PLAN LIST

- 1 Cover Sheet
- 2 General Notes
- 3-4 Typical Sections
- 5-9 Utility Plans
- 10-19 Duke Energy Utility Details
- 11-20 Traffic Control Index

III. GULF BOULEVARD UNDERGROUNDING FOR CHARTER NETWORK PLAN LIST

- 1 Cover Sheet
 - 2 General Notes
 - 3-4 Typical Sections
 - 5-8 Utility Plans
 - 9-10 Details Sheets
 - 11-20 Traffic Control Index
- 

IV. GULF BOULEVARD UNDERGROUNDING FOR FRONTIER COMMUNICATIONS PLAN LIST

Frontier Communications is only removing overhead services that have been abandoned, and two sections of overhead distribution systems that have been abandoned from poles that are to be removed in this project. Therefore, there will be no permit application drawings for Frontier Communications.

V. SCHEDULE

Construction of underground facilities will be substantially complete in 6 months after Notice to Proceed and final permit approval from FDOT. Final completion will be conducted in approximately 1 month after substantial completion and is contingent according to FDOT Inspections/Approval and City of Madeira Beach Inspections/Approval. *The conversion by Duke, Bright House Network and Verizon will be coordinated by CPWG and its subcontractors to the best of their ability understanding that CWPG has no control over these entities schedules or means and methods.

VI. COMPENSATION

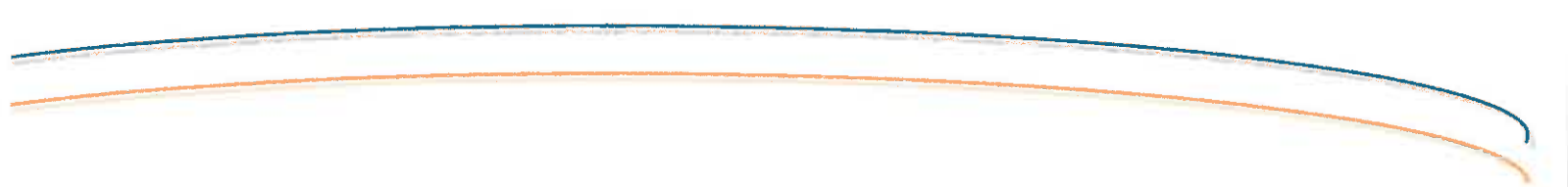
CPWG will construct this project as a lump sum not to exceed contract. The contract will be billed on a monthly basis by percent complete by descriptive work items for a total amount not to exceed \$1,050,000.00.

CPWG shall submit invoices to the CLIENT on a monthly basis for the work accomplished based on our estimate of the approximate fee earned. Invoices shall be payable upon receipt of the invoice. CPWG reserves the right to suspend all services on the CLIENT's project if an invoice remains unpaid 30 days after the date of the invoice. If suspended, work will not resume until all outstanding invoices are paid in full. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of CPWG. In the event any portion of an account remains unpaid 90 days after billing, the CLIENT shall pay all collection costs, including reasonable attorney's fees. If services under this Agreement continue for a period of more than twelve (12) months from the date of this Agreement, the fees contained in the Fee Schedule shall be subject to renegotiation. Any change in such fees shall apply to the unfinished services as of the effective date of such change.

In the event the referenced project or the services of CPWG called for under this Agreement is/are suspended, canceled or abandoned by the CLIENT, CPWG shall be given five (5) days prior written notice of such action and shall be compensated for the services provided up to the date of suspension, cancellation or abandonment.

V. ADDITIONAL SERVICES

Services authorized by the CLIENT other than those specifically listed in the Scope of Services shall be considered Additional Services for which the CLIENT shall compensate CPWG at



current hourly rates for the actual personnel involved in the tasks. Additional Services may include, but not be limited to, the following items:

1. In the event changes are requested by the CITY or FDOT once a phase of work is complete, all work connected therewith shall be treated as additional services and paid for accordingly.
2. Permitting or coordination other than with CITY and FDOT within the project limits.
3. Work Zone traffic Control- Beyond approved FDOT construction plan set.
4. Any work associated with modifications to existing roadways.
5. Surveying & mapping services required to obtain permits.
6. Requests for variances beyond those in construction plan set.
7. Any work associated with utilities, drainage studies, or any offsite surveying outside of project plans.
8. Tree & plant tagging.
9. Any Environmental Science services.
10. Subsurface utility location survey services.

VI. CONTRACT BETWEEN PARTIES

Upon notice of approval of Task Order the City will execute a purchase order specific for the services outlined in this proposal.





City of Madeira Beach
Finance Department

300 Municipal Drive
Madeira Beach, FL 33708

Date: August 3, 2017
To: Mayor and Board of Commissioners
From: Derryl O'Neal, Acting City Manager
Walter Pierce, Finance Director
Subject: Approval of FEMA Firefighters Grant & Matching Funds

Approval of Assistance to Firefighters Grant (Award No. EMW-2016-FO-04254) in the amount of \$40,053.00. As a condition of this award, a cost match in the amount of \$2,002.00 be budgeted by the City. This cost match amount will come from the City's FY 2017 Fire Department Budget. This budget transfer will be submitted to Council along with other transfers at fiscal year-end.

Attachment(s): FEMA two page document

Agenda Item: _____

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Mr. Vincent Tenaglia
City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708-1950

Re: Award No. EMW-2016-FO-04254

Dear Mr. Tenaglia:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2016 Assistance to Firefighters Grant has been approved in the amount of \$40,053.00. As a condition of this award, you are required to contribute a cost match in the amount of \$2,002.00 of non-Federal funds, or 5 percent of the Federal contribution of \$40,053.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligor Document (attached to this Award Letter)
- FY 2016 Assistance to Firefighters Grant Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 540-504-2883. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,



Bridget Bean

Acting Assistant Administrator for Grant Programs



Payroll Action Notice

EMPLOYEE PROFILE

Employee Name: McGrady, Cheryl Employee ID: 1058
Date Employed: 3/28/2011 Department: Clerk / Commission

CHANGES

Current Position:		New Position:	
Title:	<u>Executive Office Manager</u>	Title:	<u>City Clerk</u>
Pay Grade:	<u>4</u>	Pay Grade:	<u>5</u>
Hourly Rate:	<u>\$27.04</u>	Hourly Rate:	<u>\$31.27</u>
Annual Rate:	<u>\$56,243.20</u>	Annual Rate:	<u>\$65,041.60</u>

Effective Date: 2/15/2017

REASON FOR ACTION

- | | | |
|--------------------------------------|---|---|
| ☐ New Hire | ☒ Promotion | ☐ Workers Compensation Leave |
| ☐ Resignation | ☐ Annual Increase | ☐ Military Leave |
| ☐ Termination | ☐ Reduction In Force | ☐ Jury Leave |

Other Changes or Comments: Per City Commission action 2/14/17

Increase to pay grade 5 results in salaried, exempt status. No longer eligible for overtime.

6-month Intermediate Probationary period begins 2/15/17.

Department Director

Monica Reed
Assistant City Manager

Don Baird
City Manager

Date:

2/15/17
Date:

2/15/17
Date:



Payroll Action Notice

EMPLOYEE PROFILE

Employee Name: Lewis, Nicholas Employee ID: 4228
Date Employed: 3/2/2011 Department: City Clerk / Commission

CHANGES

Current Position		New Position	
Title:	<u>Interim City Clerk</u>	Title:	<u>Interim City Clerk</u>
Pay Grade:	<u>5</u>	Pay Grade:	<u>5</u>
Hourly Rate:	<u>\$22.4500</u>	Hourly Rate:	<u>\$31.2700</u>
Annual Rate:	<u>\$46,696.00</u>	Annual Rate:	<u>\$65,041.60</u>

Effective Date: 5/10/2017

REASON FOR ACTION

- | | | |
|--------------------------------------|---|---|
| ☐ New Hire | ☒ Salary Reclassification | ☐ Workers Compensation Leave |
| ☐ Resignation | ☐ Annual Increase | ☐ Military Leave |
| ☐ Termination | ☐ Reduction in Force | ☐ Jury Leave |

Other Changes or Comments: The BOC voted on 6/27/2017 to increase Nick's salary and to retro pay him back to the starting date of this reclassification.

Employee

Date:

Department Director

Finance Director

Acting City Manager

Date:

Date:

Date:

300 Municipal Drive
Madeira Beach, Florida 33708
(727) 391-9951
Fax (727) 399-1131
www.madeirabeachfl.gov

July 13, 2017

Jennifer Johnson
10819 Cypress Glen Drive
Coral Springs, FL 33071

Dear Jennifer,

We are pleased to offer you the position of City Clerk for the City of Madeira Beach. Your start date will be September 5, 2017, unless able to start earlier. The beginning annual salary will be \$77,500. This offer is contingent upon the following:

- Successful background investigation
- Passing medical evaluation and drug screen

Additionally, be advised your continued employment is based upon a successful 6 month probationary period.

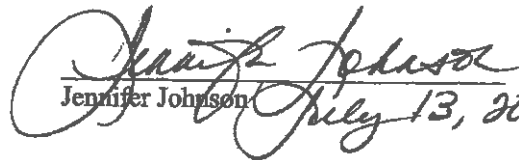
As outlined in Article VI of the Personnel Policies and Procedures Manual, you will be eligible for employee benefits on the first of the month following first 30 days of employment. Benefits are as follows:

- Health & Dental paid by the City
- Voluntary Vision plan / employee paid
- Enrollment in 401A, with a 9% contribution by the City, vested after 5 years employment.
- Group Life & AD&D and Long Term Disability
- 11 paid City recognized holidays
- Accrual of 15 days of vacation per year
- Two floating holidays, contingent upon hire date and/or available after successful probationary period.
- Sick leave accrual of 8 hours per month
- Free on-site childcare

We look forward to having you join our team!

Sincerely,

Margaret Black, Mayor
City of Madeira Beach


Jennifer Johnson
July 13, 2017



Florida native, Derryl B. O'Neal is the Acting City Manager for the City of Madeira Beach. He began his career for the City of Madeira Beach in 2001 as the Fire Chief. This ensued an impressive emergency services career that began in 1979.

While working full-time for Pasco County Emergency Services, he earned multiple degrees, followed by his Bachelor's Degree in Business Administration and Master's Degree in Public Administration. He also completed all the academics required toward his Doctoral Degree in Business Administration.

As a pillar of the community, Chief O'Neal is a member of Gulf Beach Masonic Lodge No. 291 in Madeira Beach. He has served as a past District Deputy Grand Master for the Free and Accepted Masons of Florida. He also continues to serve in leadership roles in associations such as Holiday Isles Benevolent and Protective Order of Elks Lodge No. 1912.

His professional associations include the Center for Public Safety Excellence, International Association of Fire Chiefs, Florida League of Cities, and International City Manager Association (ICMA). He also has attended numerous international professional delegations which included Russia, China, South Africa, and Israel.

Chief O'Neal regularly attends Cross Bridge Church in Madeira Beach. He is a man of high moral values which include a strong family background, a high degree of integrity, personal courage, and American pride.