



BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

**Wednesday, July 24, 2024 at 6:00 PM
Commission Chambers, 300 Municipal Drive,
Madeira Beach, FL 33708**

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

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

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

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

4. BOARD OF COMMISSIONERS

A. Mayor/Commissioner pay

5. CITY MANAGER

A. Parking Garage

B. PCSO Law Enforcement Services Contract FY 2025

6. COMMUNITY DEVELOPMENT

A. Proposed Zoning Change - 129th Ave E

B. Floodplain Amendments

C. John's Pass Village Activity Center Zoning

D. Planned Development Amendments

E. Business Tax Receipt Fee Update

7. FINANCE

A. Ordinance 2024-16 - Fees & Collection Manual Update #2 FY 2024

B. Enterprise Fleet Management Vehicle Purchase

C. Approval of Section 125 Plan Document

8. PUBLIC WORKS

A. RFP 2024-06 City Facility Cleaning Services

9. ADJOURNMENT

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

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



MEMORANDUM

Item 4A.

TO: Board of Commissioners
FROM: Robin I. Gomez, City Manager & Clara VanBlargan, City Clerk
DATE: July 24, 2024
RE: Review Discuss Mayor/Commissioner Pay

Background

Board of Commission to discuss annual pay as currently listed by ordinance.

Discussion

Current annual salaries, last increase in 2016:

Mayor	\$10,000
Commissioner	\$7,500

In 2023, Commission opted to provide a choice to either receive annual salary or receive health insurance (only for commissioner).

Current compensation language in City Charter:

Section 4.11 - Compensation; expenses.



The Board of Commissioners may determine the annual salary of Commissioners by Ordinance, but no Ordinance increasing such salary shall become effective until the date of commencement of the terms of Commissioners elected at the next regular election, provided that such election follows the adoption of such ordinance by at least six (6) months.

All members of the Board of Commissioners, may be reimbursed for any ordinary travel and other expenses incurred in connection with their official duties inside and outside the limits of Pinellas County and shall account therefore in accordance with Florida Statutes.

Salary rates of six hundred (\$600.00) dollars per month for the Mayor and four hundred (\$400.00) dollars per month for District Commissioners shall be paid until amended by ordinance as hereinabove provided.

Changes in the salaries of the Board of Commission members shall be established by Ordinance.

(Ord. No. 722, 9-6-1988/4-4-1989; Ord. No. 1007, 12-14-2004/3-8-2005; Ord. No. [2018-09](#), § 1(Exh. A), 8-20-2018)

Fiscal Impact

Amount of adopted increases.

COMMISSION SALARY & BENEFITS		Madeira Beach	Indian Rocks Beach	St. Pete Beach	Seminole	Treasure Island
Does your city provide health insurance and benefits to the Commission members?		Yes	No	No	Yes	Yes
What benefits are offered to the Commission members?		Health Insurance only	N/A		Health Insurance and Pension if eligible	Health Insurance only
What is the salary of the Mayor and Commissioners?		Mayor \$10,000/year; Commissioners \$7,500/year	Mayor/Commissioner \$8,400/year; Commissioners \$7,200/year	Mayor \$6,000/year; Commissioners \$5,400/year	Mayor \$12,372.36/year; Commissioners \$9,223.03/year	Mayor \$7,800/year; Commissioners 5,400/year
Do the Commission members give up their salary in order to receive health insurance and benefits?		Yes	No	No	No	No
COMMISSION SALARY & BENEFITS		Gulfport	Kenneth City	South Pasadena	Belleair	Pinellas Park
Does your city provide health insurance and benefits to the Commission members?		No	No	No	No	Yes
What benefits are offered to the Commission members?		No	None	N/A	Mission square 457(b)	Same as employees: Health, pension, etc.
What is the salary of the Mayor and Commissioners?		Mayor \$23,002/year; Council \$17,252/year	Mayor \$6,000/year; Commissioners \$3,600/year	Mayor \$15,189.84/year; Commissioners \$11,544.24/year	Monthly stipend: Mayor \$2,400/year; Commissioners \$1,800/year	Mayor \$28,817.10/year; Commissioners \$24,974.56/year
Do the Commission members give up their salary in order to receive health insurance and benefits?		No	No	No	No	No

Item 4A.

ORDINANCE 2023-23

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ESTABLISHING THE ANNUAL SALARY OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH; PROVIDING THE OPTION TO WAIVE THE SALARY AND OBTAIN THE SAME HEALTH INSURANCE AS CITY EMPLOYEES AT THE SAME RATE THAT CITY EMPLOYEES ENJOY; PROVIDING FOR THE EFFECTIVE DATE OF THE NEW SALARIES; PROVIDING FOR THE REPEAL OF ANY ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Charter Section 4.11 provides, in part, that the Board of Commissioners may determine the annual salary of the Commissioners by Ordinance, but no Ordinance increasing such salary shall become effective until the date of commencement of the terms of Commissioners elected at the next regular election, provided that such election follows the adoption of such ordinance by at least six (6) months; and

WHEREAS, the salary of the Board of Commissioners has not been adjusted since July 14, 2015; and

WHEREAS, the Board of Commissioners has expressed the desire to add the option of a health insurance benefit in place of an annual salary in an effort to encourage more residents to run for office as the Mayor or Commissioner; and

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

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

Section 1. That pursuant to Section 4.11 of the Charter of the City of Madeira Beach, the salary of the Board of Commissioners is hereby established as follows:

Mayor	\$10,000.00 per annum
Commissioners	\$ 7,500.00 per annum

Said salaries shall remain in full force and effect until amended by subsequent Ordinance by the Board of Commissioners.

Section 2. In the alternative to receiving the annual salary referenced in Section 1 above, the Mayor or any Commissioner may waive the annual salary and, in its place, receive the same health insurance benefits that employees of the City of Madeira Beach enjoy and at the same rate.

Section 3. That the salaries or health insurance benefits set forth in this Ordinance shall become effective on the date of commencement of the terms of Commissioners elected at the next regular election, provided that such election follows the adoption of this Ordinance by at least six (6) months.

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

Section 5. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

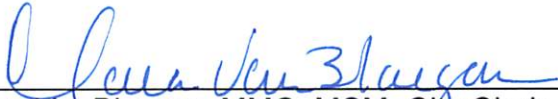
Section 6. This Ordinance shall be in full force and effect from and after its adoption and approval in the manner approved by law.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS 13th day of September, 2023.



 James "Jim" Rostek, Mayor

ATTEST:


Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:


Thomas J. Trask, City Attorney

PASSED ON FIRST READING:

August 9, 2023

PUBLISHED:

August 30, 2023

PASSED ON SECOND READING:

September 13, 2023

Tampa Bay Times
Published Daily

STATE OF FLORIDA

COUNTY OF Pinellas, Hillsborough, Pasco,
Hernando Citrus

} ss

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida, that the attached copy of advertisement, being a Legal Notice in the matter RE: **ORDINANCE NO. 2023-18, 2023-23, 2023-24, 2023-25** was published in said newspaper by print in the issues of: 8/30/23 or by publication on the newspaper's website, if authorized, on

Affiant further says the said Tampa Bay Times is a newspaper published in Pinellas, Hillsborough, Pasco, Hernando Citrus County, Florida and that the said newspaper has heretofore been continuously published in said Pinellas, Hillsborough, Pasco, Hernando Citrus County, Florida each day and has been entered as a second class mail matter at the post office in said Pinellas, Hillsborough, Pasco, Hernando Citrus County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


Signature Affiant

Sworn to and subscribed before me this 08/30/2023


Signature of Notary Public

Personally known ☒ or produced identification

Type of identification produced _____



NOTICE OF PUBLIC HEARINGS
CITY OF MADEIRA BEACH

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter, and Florida Statutes §166.041(3)(a);

NOTICE IS HEREBY GIVEN, that the Board of Commissioners of the City of Madeira Beach will conduct a **Second Reading and Public Hearing for the adoption of proposed Ordinance 2023-18, Ordinance 2023-23, Ordinance 2023-24, Ordinance 2023-25 on Wednesday, September 13, 2023, at 6:00 p.m.** The meeting will be held in the Patricia Shontz Commission Chambers located at 300 Municipal Drive, Madeira Beach, FL 33708. The titles of said Ordinances are as follows:

ORDINANCE 2023-18

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE FEES AND COLLECTIONS PROCEDURES MANUAL THAT WAS AMENDED BY ORDINANCE 2023-05, PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

ORDINANCE 2023-23

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ESTABLISHING THE ANNUAL SALARY OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH; PROVIDING THE OPTION TO WAIVE THE SALARY AND OBTAIN THE SAME HEALTH INSURANCE AS CITY EMPLOYEES AT THE SAME RATE THAT CITY EMPLOYEES ENJOY; PROVIDING FOR THE EFFECTIVE DATE OF THE NEW SALARIES; PROVIDING FOR THE REPEAL OF ANY ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-24

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REINSTATING THE CITY'S MEMBERSHIP IN THE FLORIDA RETIREMENT SYSTEM; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-25

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADJUSTING THE EXISTING BOUNDARIES OF ELECTION DISTRICTS WITHIN THE CITY OF MADEIRA BEACH, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

In accordance with Section 286.26, Florida Statute, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk no later than 48 hours prior to the meeting: (727) 391-9951, Ext. 231 or 232 or email a written request to cvanblargan@madeirabeachfl.gov.

Clara VanBlargan, MMC, MSM, City Clerk

08/30/23

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MEMORANDUM

Date: July 24, 2024
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: PARKING GARAGE

Background

The City of Madeira Beach has planned a capital project to build a 300-500 space parking garage to add to its 535 space parking inventory (surface lots and Village Blvd). The originally proposed location is at the City-owned surface lot at 130th Ave W, across from the entrance to John's Pass Village. Discussions with numerous residents, businesses, and many visitors have provided an alternate location inside John's Pass Village.

Discussion:

The purpose of this discussion is to review proposed location(s) to provide some guidance/direction to begin the project.

A proposed alternate location to the 130th Ave W surface lot in John's Pass Village is the triangular section bounded by 129th Ave E to the South, Village Blvd to the East, and Gulf Blvd to the West. Currently the area comprises the following seven (7) parcels (details in enclosed document):

1. City of Madeira Beach (3 parcels) – John's Pass Village surface lot (entrance of 129th Ave E)
2. Luper Real Estate and 13001 Gulf Blvd LLC (3 parcels) –
 - a. Surfstyle on corner of Gulf Blvd and 129th Ave E
 - b. House of Sweets (entrance of Village Blvd)
 - c. Lazy Lizard (near corner of Village Blvd and 130th Ave E)
3. Veterans of Foreign Wars Holiday Isles Post 4256- VFW Cantina, meeting room, and parking areas

To proceed with the proposed location in the Village, we will need to proceed with at least the following:

1. Location confirmation
2. Number of proposed spaces on top and adjacent to 1st floor retail

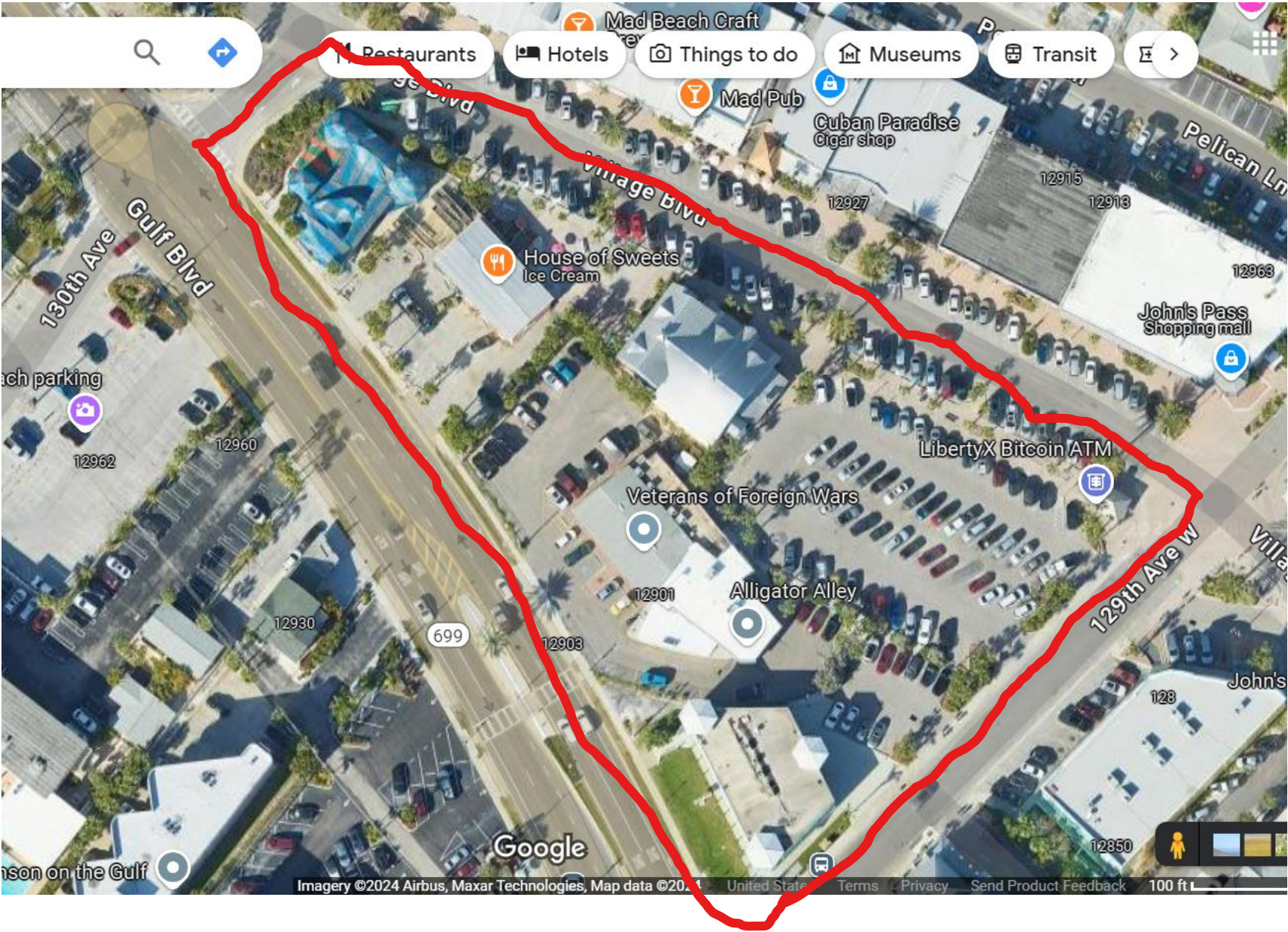
3. Location of existing businesses within new building
4. Finance Pro-Forma among the three parties
5. Public Private Partnership – negotiate with the other two private property owners to determine future usage, ownership, and much more
6. Luper Real Estate has tentatively offered to provide project management, developer, general contractor to essentially manage the project.
7. Projected costs per parking space: \$25,000 to \$30,000
8. Future usage of top floor
9. Construction specifics – height, design, color-schemes, etc

Financial Impact:

Negotiate costs, \$7.5M to 15M, depending on number of parking spaces

JOHN'S PASS VILLAGE – PROPOSED PARKING GARAGE LOCATION

Item 5A.



JOHN'S PASS VILLAGE – Proposed Parking Garage Location - Parcels

Item 5A.



PARCELS

Item 5A.

1. 15-31-15-97812-000-0280

Owner Name

13001 GULF BLVD LLC

Property Use

1120 Single Building Store

Site Address

13001 GULF BLVD

MADEIRA BEACH, FL 33708

Mailing Address

4100 N 28TH TER

HOLLYWOOD, FL 33020-1116

Legal Description

WILLIAM'S, BILL MADEIRA HARBOR SUB LOTS 28 & 29 LESS RD R/W

Current Tax District

MADEIRA BEACH (MB)

Year Built

1980

Heated SF	Gross SF	Living Units	Buildings
2,887	3,498	0	1

2. 15-31-15-58320-043-0090

Owner Name

13001 GULF BLVD LLC

Property Use

1121 Strip Store - (2 or more stores)

Site Address

12930 VILLAGE BLVD

MADEIRA BEACH, FL 33708

Mailing Address

4100 N 28TH TER

HOLLYWOOD, FL 33020-1116

Legal Description

MITCHELL'S BEACH REVISED BLK 43, LOTS 9, 10 & 11 LESS RD & SW'LY 1/2 OF VAC ALLEY ALG NE BNDRY OF SD LOTS

Current Tax District

MADEIRA BEACH (MB)

Year Built

1988

Heated SF	Gross SF	Living Units	Buildings
1,920	1,920	0	1

3. 15-31-15-17928-000-0190

Owner Name

LUPER REAL ESTATE INC

Property Use

1120 Single Building Store

Site Address

12900 GULF BLVD

MADEIRA BEACH, FL 33708

Mailing Address

7262 SAWGRASS POINT DR N

PINELLAS PARK, FL 33782-4202

Legal Description

COOPERATIVE REPLAT LOT 19 & PT LOT 13 LYING E OF GULF BLVD
& 1/2 VAC R/W ADJ ON NW PT OF LOT 19

Current Tax District

MADEIRA BEACH (MB)

Year Built

1992

Heated SF

4,627

Gross SF

4,897

Living Units

0

Buildings

1

4. 15-31-15-58320-043-0030

Owner Name

VETERANS OF FOREIGN WARS HOLIDAY ISLES POST 4256

Property Use

7753 Club, Lodge, Union Hall, Civic Club, Health Spa

Site Address

12901 GULF BLVD

MADEIRA BEACH, FL 33708

Mailing Address

12901 GULF BLVD

MADEIRA BEACH, FL 33708-2636

Legal Description

MITCHELL'S BEACH REVISED BLK 43, LOTS 3,4,5,6,7 & 8 LESS RD
R/W ON W & 1/2 OF VAC RD ON S & 1/2 OF VAC ALLEY ON NE

Current Tax District

MADEIRA BEACH (MB)

Year Built

1954

Heated SF

6,692

Gross SF

6,692

Living Units

0

Buildings

1

5. 15-31-15-97812-000-0270

Owner Name
MADEIRA BEACH, CITY OF

Property Use
1090 Vacant Commercial Land w/XFSB

Site Address
VILLAGE BLVD
MADEIRA BEACH, FL 33708

Mailing Address
300 MUNICIPAL DR
MADEIRA BEACH, FL 33708-1916

Legal Description
WILLIAM'S, BILL MADEIRA HARBOR SUB LOT 27 & 1/2 OF VAC ALLEY ON SW

Current Tax District
MADEIRA BEACH (MB)

Year Built
n/a

Heated SF	Gross SF	Living Units	Buildings
n/a	n/a	n/a	0

6. 15-31-15-58320-043-020

Owner Name
MADEIRA BEACH, CITY OF

Property Use
1120 Single Building Store

Site Address
12928 VILLAGE BLVD
MADEIRA BEACH, FL 33708

Mailing Address
300 MUNICIPAL DR
MADEIRA BEACH, FL 33708-1916

Legal Description
MITCHELL'S BEACH REVISED BLK 43, LOTS 20, 21 & 22 & 1/2 OF VAC ALLEY ON SW (LEASE W/FANTASY PLANET BEACH CO TILL 10/04)

Current Tax District
MADEIRA BEACH (MB)

Year Built
1977

Heated SF	Gross SF	Living Units	Buildings
5,938	6,458	0	1

7. 15-31-15-25632-000-0010

Owner Name
MADEIRA BEACH, CITY OF

Property Use
8913 City Gov't - Non-residential (commercial) only

Site Address
VILLAGE BLVD
MADEIRA BEACH, FL 33708

Mailing Address
300 MUNICIPAL DR
MADEIRA BEACH, FL 33708-1916

Legal Description
ELLEN SUB LOTS 1,2 & 3 & 1/2 OF VAC ALLEY ON SW

Current Tax District
MADEIRA BEACH (MB)

Year Built
2010

Heated SF	Gross SF	Living Units	Buildings
110	496	0	1



MEMORANDUM

Date: July 24, 2024
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: FY 25 PINELLAS COUNTY SHERIFF'S OFFICE CONTRACT FOR LAW ENFORCEMENT SERVICES

Background

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

Discussion:

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

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

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

FY 2025 Cost: \$1,687,968.00, a 7.14%, \$112,548 increase over FY 24

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

-Labor increase of 6.0% equates to \$81,213.00 increase, 72.2% of total \$112,548.00 increase

-Mileage increase to \$1.22 per mile (16.8% increase) equates to \$21,531.00 increase or 19.1% of total \$112,548.00 increase

-6% increase in School Crossing Guard Costs, equates to \$1,830 increase or 1.7% of total \$112,548 increase

-Supervision, Equipment, and AIC increase of \$8,524, 11.6% or 7.6% of total \$112,548 increase

List of prior annual costs:

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

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

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

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

FY 2020 Cost: \$1,315,980

FY 20 to Proposed FY 24 cumulative increase: 19.7%, \$259,440

CONTRACT FOR LAW ENFORCEMENT SERVICES

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

PATROL SERVICES:

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

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

COMMUNITY POLICING:

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

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

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

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

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

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

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

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

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

SCHOOL CROSSING GUARDS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. TERM. This Agreement shall take effect on October 1, 2024, and continue in effect thereafter through September 30, 2025, 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, 2025, 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, 2025, 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 SIX HUNDRED EIGHTY-SEVEN THOUSAND NINE HUNDRED SIXTY-EIGHT DOLLARS AND NO CENTS (\$1,687,968.00). Payment shall be made in twelve monthly installments of ONE HUNDRED FORTY THOUSAND SIX HUNDRED SIXTY-FOUR DOLLARS AND NO CENTS (\$140,664.00). Payment shall be made on the first day of each month beginning on the 1st day of October 2024. (see Attachment 1.)

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

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

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

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

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

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____, 2024.

ATTEST:

CITY OF MADEIRA BEACH

CITY CLERK

MAYOR

APPROVED AS TO FORM:

(CITY SEAL)

CITY ATTORNEY

SHERIFF, PINELLAS COUNTY, FLORIDA

BOB GUALTIERI, Sheriff

Attachment 1

**City of Madeira Beach
Cost of Law Enforcement Services
Worksheet - FY 25**

A.	Cost per Deputy				\$	122,730.00					
B.	Deputies by Post										
	Number		Relief Factor		Deputy						
	8	x	1.2	x	\$	122,730.00			\$	1,178,208.00	
C.	Deputies ~ Special Enforcement										
	Number		Relief Factor		Deputy						
	2	x	1	x	\$	122,730.00	CPD; Code enforce CPD		\$	245,460.00	
D.	School Crossing Guards										
	Number		SCG								
	3	x	\$ 10,750.00						\$	32,250.00	
E.	Vehicle Cost										
	Number		# Miles		\$ per Mile		Days per Year				
	8	x	34	x	1.2211	x	365	\$	121,231.00		
	2	x	45	x	1.2211	x	260	\$	28,574.00	\$ 149,805.00	
F.	Supervision										
	Number		Crime Factor		Sergeant/Supv						
	1	x	3.401%	x	\$	160,410.00	Sergeant	\$	5,456.00		
			FTE's								
	3	/	12.0	x	\$	24,890.00	SCG Supv	\$	6,223.00	\$ 11,679.00	
G.	Equipment										
	Number		Positions		Equip Cost-CD						
	10	/	1,387	x	\$	617,612.00		\$	4,453.00		
H.	Allocated Indirect Cost (AIC)										
	Number		Positions		AIC-CD						
	10	/	1,387	x	\$	9,169,477.00		\$	66,110.00		
I.	Supervision, Equipment and AIC total								\$	82,242.00	
J.	TOTAL										
								Yearly	\$	1,687,965.00	
								Rounding	\$	3.00	
								Contract Amount	\$	1,687,968.00	
								12 monthly payments	\$	140,664.00	
	Increase from prior year-amount				\$	1,687,968.00	/	\$	1,575,420.00	\$ 112,548.00	
	Increase from prior year-percentage									7.14%	



Memorandum

Meeting Details: July 24, 2024 – Board of Commissioners Workshop Meeting
Prepared For: Hon. Mayor Brooks and the City of Madeira Beach Board of Commissioners
Staff Contact: Madeira Beach Community Development Department
Subject: Proposed Zoning Change - 129th Ave E

Background

City Staff was contacted by a property owner along 129th Avenue. The property owner, along with some supporting neighbors, requested to allow short-term rentals for all properties along 129th Avenue East. The Residential Medium Future Land Use Category in the Madeira Beach Comprehensive Plan and the Forward Pinellas Countywide Plan allows vacation rentals. The R-2 Zoning District in the Madeira Beach Code of Ordinances prohibits allowing short-term rentals.

Discussion

If the Board of Commissioners, or an application from the requestor, moved forward to allow short-term rentals along 129th Avenue East a new zoning district would need to be created and the properties would need to be rezoned to the new zoning district. Amending short-term rentals as an allowed use to the existing R-2, Zoning District would jeopardize the existing grandfathered short-term rental restrictions.

Fiscal Impact

N/A

Recommendation(s)

Board of Commissioner feedback on short-term rentals (creation of new zoning district and rezoning) on 129th Avenue East.

Attachments/Corresponding Documents

Pledge of Support for Rezoning to Allow Short-Term Rentals

R-2 Zoning District Section 110-201 Definition; purpose and intent

Madeira Beach Zoning Map

Pledge of Support for Rezoning to Allow Short-Term Rentals

Property Owner(s): Rami Fakhoury
Property Address: 322 129th Ave
Mailing Address: 5415 Oak Terrace Dr, Orlando FL 32839

I/We, the undersigned property owner(s) of 322 129th Ave E., Madeira Beach FL 33708, hereby express support to rezone our neighborhood to allow short-term rentals (STRs).

Signed this 12th day of June, 2024

Rami Fakhoury
(Printed Name)

Rami Fakhoury
(Signature)

Hasan Fakhoury
(Printed Name)

[Signature]
(Signature)

Pledge of Support for Rezoning to Allow Short-Term Rentals

Property Owner(s): Persistent Properties LLC
Property Address: 515 129th Ave E. Madeira Beach FL 33708
Mailing Address: 6435 W. Jefferson Blvd. #176 Fort Wayne
IN 46804

I/We, the undersigned property owner(s) of 515 129th Ave E., Madeira Beach FL 33708, hereby express support to rezone our neighborhood to allow short-term rentals (STRs).

Signed this 27 day of April, 2024

Salil Bisht 260-804-2228
(Printed Name)


(Signature)

(Printed Name)

(Signature)

Pledge of Support for Rezoning to Allow Short-Term RentalsProperty Owner(s): Lydia KronisProperty Address: 447 129th Ave Madeira BeachMailing Address: 447 129th Ave S Madeira Beach
FL 33708

I/We, the undersigned property owner(s) of 447 129th Ave E., Madeira Beach
FL 33708, hereby express support to rezone our neighborhood to allow short-term
rentals (STRs).

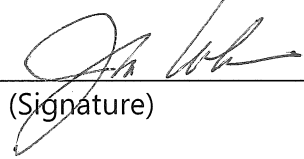
Signed this 20th day of April, 2024Lydia Kronis
(Printed Name)Lydia Kronis
(Signature)
(Printed Name)
(Signature)

Pledge of Support for Rezoning to Allow Short-Term RentalsProperty Owner(s): James & Jan Tina WhitlatchProperty Address: 330 129th Ave. E.Mailing Address: 330 129th Ave. E. Madeira Beach,
FL, 33708

I/We, the undersigned property owner(s) of 330 129th Ave E., Madeira Beach
FL 33708, hereby express support to rezone our neighborhood to allow short-term
rentals (STRs).

Signed this 30TH day of April, 2024JAMES WHITLATCH

(Printed Name)



(Signature)

(Printed Name)

(Signature)

Pledge of Support for Rezoning to Allow Short-Term RentalsProperty Owner(s): Erik Lewis & Khongorzul EnkhchuluunProperty Address: 507 129th Ave E. Madeira Beach FL 33708Mailing Address: 507 129th Ave E. Madeira Beach FL, 33708

I/We, the undersigned property owner(s) of 507 129th Ave E., Madeira Beach FL 33708, hereby express support to rezone our neighborhood to allow short-term rentals (STRs).

Signed this 28 day of March, 2024Erik Lewis

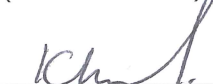
(Printed Name)



(Signature)

Khongorzul Enkhchuluun

(Printed Name)



(Signature)

Pledge of Support for Rezoning to Allow Short-Term Rentals

Property Owner(s): Tom & Jean Phongsavath
Property Address: 318 129th Ave E. Madeira Beach, FL 33708
Mailing Address: 318 129th Ave E. Madeira Beach, FL 33708

I/We, the undersigned property owner(s) of 318 129th Ave E., Madeira Beach FL 33708, hereby express support to rezone our neighborhood to allow short-term rentals (STRs).

Signed this 10 day of April, 2024

Tom Phongsavath
(Printed Name)

Tom Phongsavath
(Signature)

Jean Phongsavath
(Printed Name)

Jean Phongsavath
(Signature)

Pledge of Support for Rezoning to Allow Short-Term Rentals

Property Owner(s):

PAIDOCOS, LLC

Property Address:

310 129TH AVE Madeira Beach, FL 33708

Mailing Address:

5837 TURTLE LAKE, LONG GROVE IL 60047

I/We, the undersigned property owner(s) of 310 129th Ave E., Madeira Beach
FL 33708, hereby express support to rezone our neighborhood to allow short-term
rentals (STRs).

Signed this 8th day of April, 2024

Ivan Wolfson
(Printed Name)Ivan Wolfson
(Signature)
(Printed Name)
(Signature)

Pledge of Support for Rezoning to Allow Short-Term Rentals

Property Owner(s): PALM DOCS LLC
Property Address: 314 129TH Ave. MADEIRA BEACH, FL 33708
Mailing Address: 5837 TEAL Lane, Long Grove IL 60047

I/We, the undersigned property owner(s) of 314 129th Ave E., Madeira Beach
FL 33708, hereby express support to rezone our neighborhood to allow short-term
rentals (STRs).

Signed this 8 day of April, 2024

Ivan Wolfson

(Printed Name)


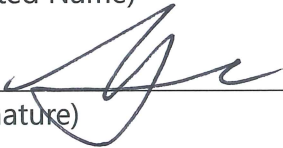

Ivan Wolfson
(Signature)

(Printed Name)

(Signature)

Pledge of Support for Rezoning to Allow Short-Term RentalsProperty Owner(s): Tom & Michelle MasonProperty Address: 517 129th Ave E. Madeira Beach FL 33708Mailing Address: 410 Blue Heron Ridge Cambridge On
N3H3G7 Canada

I/We, the undersigned property owner(s) of 517 129th Ave E., Madeira Beach FL 33708, hereby express support to rezone our neighborhood to allow short-term rentals (STRs).

Signed this 8th day of MARCH, 2024TOM + MICHELLE MASON
(Printed Name)
(Signature)MICHELLE MASON
(Printed Name)
(Signature)

Pledge of Support for Rezoning to Allow Short-Term RentalsProperty Owner(s): Randall HallProperty Address: 520 129th Ave E. Madeira Beach, FL, 33708Mailing Address: 7349 Kent Rd. Little Valley, NY, 14755

I/We, the undersigned property owner(s) of 520 129th Ave E., Madeira Beach FL 33708, hereby express support to rezone our neighborhood to allow short-term rentals (STRs).

Signed this 19th day of March, 2024RANDALL HALL
(Printed Name)
(Signature)
(Printed Name)
(Signature)

Pledge of Support for Rezoning to Allow Short-Term RentalsProperty Owner(s): Mad Beach 505 LLCProperty Address: 505 129th Ave E. Madeira Beach FL 33708Mailing Address: 57 Burton St. Bristol RI 02809

I/We, the undersigned property owner(s) of 505 129th Ave E., Madeira Beach FL 33708, hereby express support to rezone our neighborhood to allow short-term rentals (STRs).

Signed this 7th day of March, 2024

Philip Kozan

(Printed Name)



(Signature)

Michael McNeil

(Printed Name)



(Signature)

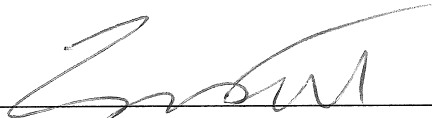
Pledge of Support for Rezoning to Allow Short-Term Rentals

Property Owner(s): Son Nguyen & Hong HuynhProperty Address: 12801 E. End Ln.Mailing Address: 12801 E. End Ln. Madeira Beach FL 33708

I/We, the undersigned property owner(s) of 12801 E. End Ln. Madeira Beach FL 33708, hereby express support to rezone our neighborhood to allow short-term rentals (STRs).

Signed this 1st day of March, 2024SON NGUYEN

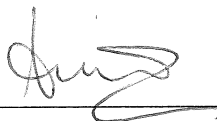
(Printed Name)



(Signature)

HONG HUYNH

(Printed Name)



(Signature)

Pledge of Support for Rezoning to Allow Short-Term RentalsProperty Owner(s): Brenda M. ChouinardProperty Address: 303 129th Ave E. Madeira Beach FL 33708Mailing Address: 303 129th Ave E. Madeira Beach FL, 33708

I/We, the undersigned property owner(s) of 303 129th Ave E., Madeira Beach FL 33708, hereby express support to rezone our neighborhood to allow short-term rentals (STRs).

Signed this 7th day of March, 2024Brenda Chouinard
(Printed Name)Brenda Chouinard
(Signature)
(Printed Name)
(Signature)

Pledge of Support for Rezoning to Allow Short-Term RentalsProperty Owner(s): Brenda ChouinardProperty Address: 307 129th Ave E. Madeira Beach FL 33708Mailing Address: 303 129th Ave E. Madeira Beach FL 33708

I/We, the undersigned property owner(s) of 307 129th Ave E., Madeira Beach FL 33708, hereby express support to rezone our neighborhood to allow short-term rentals (STRs).

Signed this 7th day of March, 2024Brenda Chouinard

(Printed Name)

Brenda Chouinard

(Signature)

(Printed Name)

(Signature)

Pledge of Support for Rezoning to Allow Short-Term RentalsProperty Owner(s): Brenda ChouinardProperty Address: 335 129th Ave E. Madeira Beach FL 33708Mailing Address: 303 129th Ave E. Madeira Beach FL 33708

I/We, the undersigned property owner(s) of 335 129th Ave E., Madeira Beach FL 33708, hereby express support to rezone our neighborhood to allow short-term rentals (STRs).

Signed this 7th day of March, 2024Brenda Chouinard
(Printed Name)Brenda Chouinard
(Signature)
(Printed Name)
(Signature)

Pledge of Support for Rezoning to Allow Short-Term RentalsProperty Owner(s): Patricia A. MillerProperty Address: 439 129th Ave E.Mailing Address: 439 129th Ave E. Madeira Beach
FL, 33708

I/We, the undersigned property owner(s) of 439 129th Ave E., Madeira Beach
FL 33708, hereby express support to rezone our neighborhood to allow short-term
rentals (STRs).

Signed this 8th day of March, 2024

PATRICIA A. Miller
(Printed Name)


(Signature)

(Printed Name)

(Signature)

Pledge of Support for Rezoning to Allow Short-Term RentalsProperty Owner(s): 365 Property Partners LLCProperty Address: 326 129th Ave. E. Madeira Beach FL 33708Mailing Address: 301 W. Platt St. Tampa FL 33606

I/We, the undersigned property owner(s) of 326 129th Ave E., Madeira Beach FL 33708, hereby express support to rezone our neighborhood to allow short-term rentals (STRs).

Signed this 7th day of March, 2024

Jerry Britt, owner
(Printed Name)


Jerry Britt
(Signature)

(Printed Name)

(Signature)

Pledge of Support for Rezoning to Allow Short-Term RentalsProperty Owner(s): 470 LLCProperty Address: 470 129th Ave E.Mailing Address: 8200 113th St. #104 Seminole
FL, 33772

I/We, the undersigned property owner(s) of 470 129th Ave E., Madeira Beach
FL 33708, hereby express support to rezone our neighborhood to allow short-term
rentals (STRs).

Signed this 6th day of March, 2024Mary Galvao (owner)
(Printed Name)
(Signature)Justin Galvao (Property Manager)
(Printed Name)
(Signature)

Pledge of Support for Rezoning to Allow Short-Term Rentals

Property Owner(s): Maynard Lee Properties LLC
Property Address: 301 129th Ave E. Madeira Beach, FL 33708
Mailing Address: 413 Crosswinds Dr. Palm Harbor, FL 34683

I/We, the undersigned property owner(s) of 301 129th Ave E., Madeira Beach FL 33708, hereby express support to rezone our neighborhood to allow short-term rentals (STRs).

Signed this 5th day of March, 2024

Colten Maynard
(Printed Name)


(Signature)

(Printed Name)

(Signature)

Pledge of Support for Rezoning to Allow Short-Term Rentals

Property Owner(s): Pelican Bay Apartments ; Marina LLC

Property Address: 511 129th Ave E.


Mailing Address: 12971 Pelican Ln Madeira Beach
FL 33708

I/We, the undersigned property owner(s) of 511 129th Ave E., Madeira Beach
 FL 33708, hereby express support to rezone our neighborhood to allow short-term
 rentals (STRs).

Signed this 2 day of march, 2024

PHILIPPE SALKALEY

(Printed Name)



(Signature)

 (Printed Name)

 (Signature)

Pledge of Support for Rezoning to Allow Short-Term RentalsProperty Owner(s): Dolphin Watch Retreat LLCProperty Address: 501 129th Ave E.Mailing Address: 3030 NE 182ND St. Lake forest
Park WA 98155

I/We, the undersigned property owner(s) of 501 129th Ave E., Madeira Beach
FL 33708, hereby express support to rezone our neighborhood to allow short-term
rentals (STRs).

Signed this 29th day of February, 2024

Thomas Chapman
(Printed Name)


(Signature)

(Printed Name)

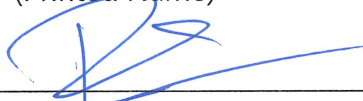
(Signature)

Pledge of Support for Rezoning to Allow Short-Term RentalsProperty Owner(s): 500 Madeira Apartments LLCProperty Address: 500 129th Ave E. Madeira Beach FL 33708Mailing Address: 6311 Barton Rd. Plant City FL 33505

I/We, the undersigned property owner(s) of 500 129th Ave E., Madeira Beach FL 33708, hereby express support to rezone our neighborhood to allow short-term rentals (STRs).

Signed this 10th day of April, 2024Robert J. Shawalter

(Printed Name)



(Signature)

(Printed Name)

(Signature)

Pledge of Support for Rezoning to Allow Short-Term RentalsProperty Owner(s): 500 Madeira Apartments LLCProperty Address: 500 129th Ave E. Madeira Beach FL, 33708Mailing Address: 6311 Barton Rd. Plant City FL, 33565

I/We, the undersigned property owner(s) of 500 129th Ave E., Madeira Beach FL 33708, hereby express support to rezone our neighborhood to allow short-term rentals (STRs).

Signed this 7th day of February, 2024Robert Shewalter

(Printed Name)

Robert Shewalter

(Signature)

(Printed Name)
(Signature)

Pledge of Support for Rezoning to Allow Short-Term Rentals

Property Owner(s): Christopher & Dawn CallahanProperty Address: 513 129th Ave E.Mailing Address: 513 129th Ave E. Madeira Beach FL 33708

I/We, the undersigned property owner(s) of 513 129th Ave E., Madeira Beach FL 33708, hereby express support to rezone our neighborhood to allow short-term rentals (STRs).

Signed this 1 day of March, 2024Christopher Callahan

(Printed Name)


(Signature)Dawn Callahan

(Printed Name)


(Signature)

Pledge of Support for Rezoning to Allow Short-Term RentalsProperty Owner(s): Candido Gabriel A. & Patricia H DeProperty Address: 480 129th Ave E.Mailing Address: 12521 Frank Dr. N. Seminole FL
33776

I/We, the undersigned property owner(s) of 480 129th Ave E., Madeira Beach
FL 33708, hereby express support to rezone our neighborhood to allow short-term
rentals (STRs).

Signed this 26 day of February, 2024GABRIEL DE CANDIDO

(Printed Name)

Gabriel de Candido

(Signature)

(Printed Name)_____
(Signature)

Pledge of Support for Rezoning to Allow Short-Term Rentals

Property Owner(s): Gabriel DeCandidoProperty Address: 441 129th Ave E.Mailing Address: 12521 Frank Dr. N. Seminole FL 33776

I/We, the undersigned property owner(s) of 441 129th Ave E., Madeira Beach FL 33708, hereby express support to rezone our neighborhood to allow short-term rentals (STRs).

Signed this 26 day of February, 2024

GABRIEL DECANDIDO

(Printed Name)

Gabriel DeCandido

(Signature)

(Printed Name)
(Signature)

Pledge of Support for Rezoning to Allow Short-Term Rentals

Property Owner(s): Gary Laabs - ^{owner} John's Pass Fishing Charters
 Property Address: 445th 129th Ave E - m13- 33708
 Mailing Address: 15441 Bayside Ave
Clear Lake, IA 50428

I/We, the undersigned property owner(s) of 445th 129th Ave E., Madeira Beach FL 33708, hereby express support to rezone our neighborhood to allow short-term rentals (STRs).

Signed this 28 day of Feb, 2024

Gary Laabs JPFC LLC own
 (Printed Name)


 (Signature)

 (Printed Name)

 (Signature)

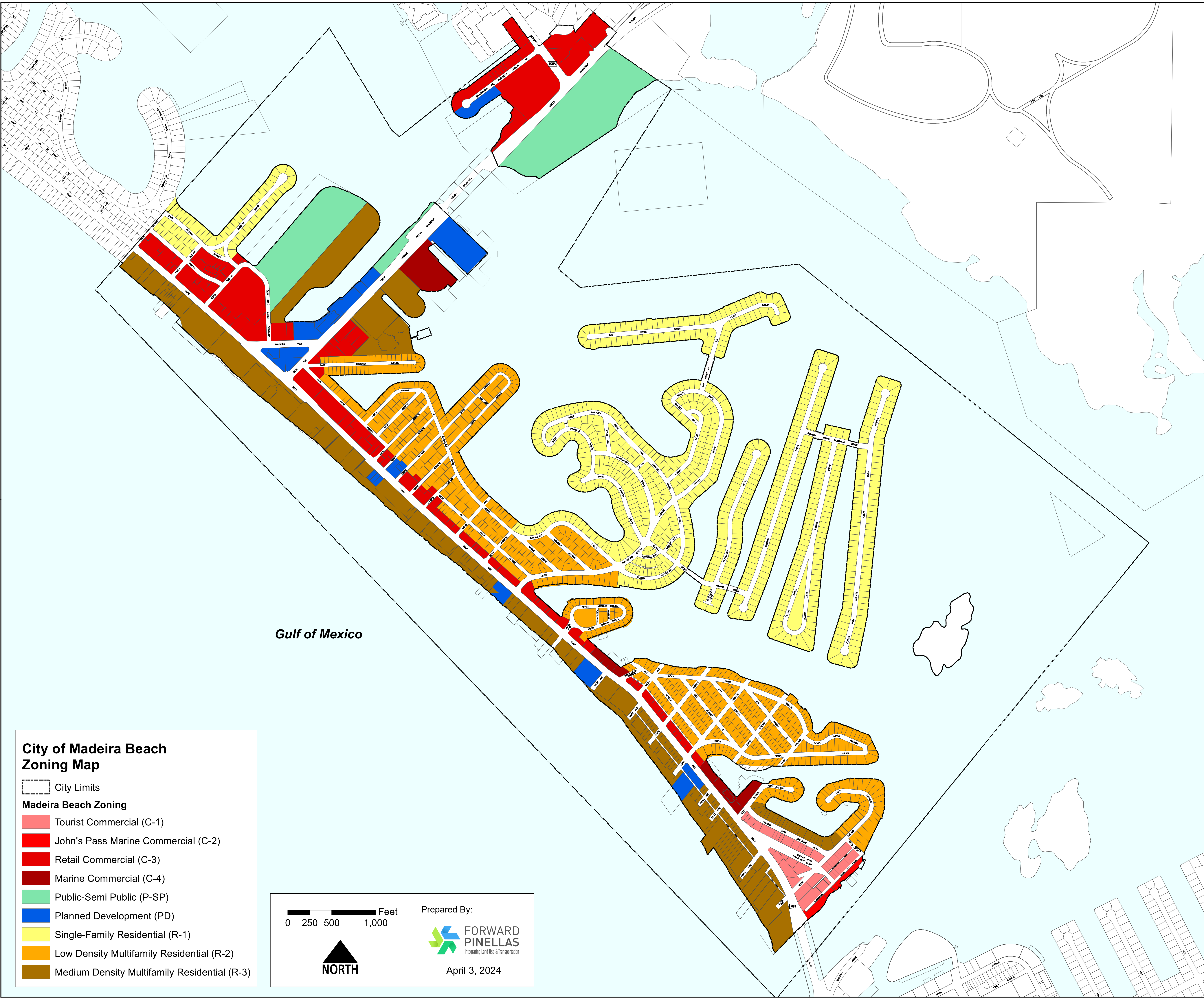
Sec. 110-201. Definition; purpose and intent.

The R-2, low density multifamily residential district provides for low density multifamily residential correlates with the residential medium (RM) category of the countywide plan and, which does allow for a variety of dwelling types.

Any use which is not specifically identified as a permitted use, accessory use or special exception use is a prohibited use. Prohibited uses shall include, but are not limited to, short term rentals of a housing unit. As used in this division, the term "short term rental" shall mean any rental of a dwelling unit, or portion thereof, for less than a three-month period.

(Code 1983, § 20-404; Ord. No. 1069, § 2, 2-28-06; Ord. No. 1138, § 3, 12-9-08; Ord. No. 2018-07 , § 1, 7-11-18)

Cross reference(s)—Definitions generally, § 1-2.



City of Madeira Beach Zoning Map

City Limits

Madeira Beach Zoning

- Tourist Commercial (C-1)
- John's Pass Marine Commercial (C-2)
- Retail Commercial (C-3)
- Marine Commercial (C-4)
- Public-Semi Public (P-SP)
- Planned Development (PD)
- Single-Family Residential (R-1)
- Low Density Multifamily Residential (R-2)
- Medium Density Multifamily Residential (R-3)

0 250 500 1,000 Feet



Prepared By:



April 3, 2024



Memorandum

Meeting Details: Board of Commissioners Workshop Meeting, July 24, 2024

Prepared For: Honorable Mayor Brooks and the Board of Commissioners

From: Community Development Department

Subject: Floodplain amendments

Background: The Florida Department of Emergency Management (FDEM) in conjunction with FEMA reviews local floodplain Codes to assure compliance with current standards. Staff was contacted to update the Madeira Beach floodplain regulations to follow state and federal regulations. There are three different sections in the Madeira Beach Code of Ordinances that need to be updated, Chapter 14, Chapter 94, and Section 82-2.

Discussion: There will be three ordinances that come from these amendments.

Section 82-2 Definitions: Definitions will be removed from Chapter 94 and contained in the definitions section in the Code to assure there is consistency throughout the Code.

Chapter 14, Article II. Technical Codes and Standards: Chapter 14 Article II reiterates that the city follows the current Florida Building Code (FBC) and includes the areas where the city has higher standards than the FBC. City staff also suggests including sediment fencing to Section 14-38 with construction fencing. Section 14-39 will be updated with a new format to show the differences between the FBC and the City's higher standards. Higher standards allow the city to gain points with the Community Rating System (CRS) that then transfers into discounts for residents on flood insurance.

Chapter 94 Floodplain Management: Removing definitions and assuring consistency throughout the Code. Sec. 94-123 limitations of fill to include that there shall not be more than 24 inches of nonstructural fill to a property to provide for drainage.

Recommendation(s): The city to move forward with working with FDEM on updating the City's floodplain standards in the Code.

Fiscal Impact or Other:

There is no anticipated fiscal impact.

Attachments:

- Chapter 82-2 Definitions with amendments
- Chapter 14, Division II., Technical Codes and Standards with amendments
- Reformatted FBC
- Chapter 94, Floodplain Management

Chapter 82 GENERAL PROVISIONS

Sec. 82-1. Purpose and intent.

The primary purpose of the land development regulations is to implement the city comprehensive plan as adopted pursuant to Florida Statutes ch. 16, pt. II, and in accordance with F.A.C. ch. 9J-5. The objectives of the land development regulations are to:

- (1) Protect, promote and improve the public health, safety, comfort, order, appearance, convenience, morals and general welfare of the city.
- (2) Protect the character and maintain the stability of residential, business, recreation and public areas.
- (3) Promote the orderly development of residential, business, recreation and public areas.
- (4) Conserve the value of land, buildings, resources and protect land owners from adverse impacts of adjoining developments.
- (5) Provide for a more uniformly just land use pattern and tax assessment base to aid in the development and redevelopment of the city, to increase traffic safety and ease transportation problems, and to provide more adequately for vehicular parking, parks, parkways, recreation, schools, public buildings and facilities.

(Code 1983, § 20-102)

Sec. 82-2. Definitions.

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

Absorption area means any area designed, or natural, capable of allowing stormwater percolation.

Abutting means to physically touch or border upon, to share a common property line, or is directly across a street, access easement, alley or other right-of-way (except those properties separated by an arterial street) from the subject property.

Accessory building or use means a building structure or use which is:

- (1) Subordinate to and serves a principal building or use.
- (2) Subordinate in area, extent and purpose to principal building or use.
- (3) Contributes to the comfort, convenience or necessities of the principal building or use.
- (4) Is located on the same lot as the principal building or use.

Addition (to an existing building) means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common loadbearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by independent perimeter loadbearing walls is new construction.

Adjoining means the same as "Abutting."

Adult arcade means a place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically or mechanically controlled still or motion picture machines, projectors, or

other image-producing devices are maintained to show images, including motion pictures, films, video cassettes, slides or other photographic reproductions to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of specified sexual activities or specified anatomical areas.

Adult bookstore means:

- (1) An establishment having as a substantial or significant portion of its stock in trade books, magazines, and other periodicals which are distinguished or characterized by their emphasis on matter depicting, describing or relating to specified sexual activities, or specified anatomical areas, or an establishment with a segment or section devoted to the sale, rental or display of such material.
- (2) It is an affirmative defense to an alleged violation of operating an adult bookstore without a permit if the adult material is accessible only by employees and either the gross income from the sale and/or rental of adult material compromises less than ten percent of the gross income from the sale; and/or rental of goods and/or services at the establishment, or the individual items of adult material offered for sale and/or rental compromises less than ten percent of the individual items publicly displayed at the establishment as stock in trade in any of the following categories: books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, slides or other visual representations, or recordings or other audio matter. Any adult use activity other than the sale or rental of adult material shall preclude the establishment's qualifying solely as an adult bookstore and shall mandate its classification as other than an adult bookstore.

Adult booth means a separate enclosure inside an adult entertainment establishment, accessible to any person, regardless of whether a fee is charged for access. The term "adult booth" includes, but is not limited to, a "peep show" booth, adult arcade booth or other booth used to view adult material. The term "adult booth" does not include a foyer through which any person can enter or exit the establishment, nor a restroom.

Adult dancing means a commercial establishment that permits, suffers or allows dancers to display or expose specified anatomical areas. Additionally, any establishment on whose premises an employee, who need not be the same employee, displays or exposes specified anatomical areas on more than one day in any 30-day period shall be deemed an adult dancing establishment and shall be required to obtain a license under this Code.

Adult entertainment establishment means adult arcade, adult bookstore, adult booth, adult dancing establishment, adult massage establishment, adult motel, adult motion picture theater, special adult cabarets, physical cultural establishments or adult photographic studios including any business establishment whose primary business stock in trade is dependent upon the activities relating to specified sexual activities or specified anatomical areas, or an adult dancing establishment, or any other establishment exhibiting or relating to specified sexual activities or specified anatomical areas. Any commercial establishment that displays a sign or engages in any other form of advertising capable of leading a reasonable person to believe that such establishment offers, presents, permits or engages in any form of adult entertainment shall be deemed an adult entertainment establishment under the appropriate classification. For the purposes of the land development regulations, the term "adult use" is synonymous with the term "adult entertainment establishment."

Adult massage establishment means a site or premises, or portion thereof, upon which any person, who is an employee, manipulates or massages the superficial tissues of the body of another person, but does not include the following:

- (1) Licensed health care facilities;
- (2) Licensed physicians or nurses engaged in the practice of their professions;
- (3) Educational or athletic facilities if the massage is a normal and usual practice in such facilities; or
- (4) Establishments exempted under Florida Statutes § 480.034.

Adult material means any one or more of the following regardless of whether it is new or used:

- (1) Books, magazines, periodicals or other printed matter, paintings, drawings or other publications or graphic media or photographs, films, motion pictures, video cassettes or disks, slides or other visual representations, or recordings or other audio matter, which have as their primary or dominant theme matter depicting, illustrating, describing or relating to specified sexual activities or specified anatomical areas; or
- (2) Instruments, novelties, devices or paraphernalia which are designed for use in connection with specified sexual activities.

Adult motel means any motel or hotel, boardinghouse, rooming house or other lodging used predominantly for transient customers which includes the words "adult" in any name it uses or otherwise advertises, and actually permits the presentation of film material, video or other visual representations, which has as its preliminary or dominant theme matters depicting, illustrating or relating to specified sexual activities or specified anatomical areas for observations of patrons thereof.

Adult photographic or modeling studio means any business establishment which offers or advertises as its primary business stock and trade, the use of its premises for the purpose of photographing or exhibiting specified sexual activities or specified anatomical areas or the modeling of apparel that exhibits specified anatomical areas.

Adult theater means an enclosed building or an enclosed space within a building, or an open-air area used for presenting either filmed or live plays, dances, or other performances, either by individuals or groups, distinguished or characterized by an emphasis on material depicting, describing, or relating to specified sexual activities or specified anatomical areas for observation by patrons therein. An establishment which has adult booths or an adult arcade is considered to be an adult theater.

Adult use means and includes the terms as described under the definition of "adult entertainment establishment."

Adversely impact means to destroy or damage or contribute to the destruction or damage of something.

Alley means a public right-of-way 15 feet or less in width and which affords only a secondary means of access to abutting property.

Alteration means to change, rearrange, enlarge, extend or reduce any structure or part thereof on the same site.

Ancillary use means a use which is either: Subordinate to and serves a principal building or use; subordinate in area, extent, and purpose to the principal building or use served; contributes to the comfort, convenience, or necessities of the users or occupants of the principal building or use; and is located on the same lot as the principal building or use. Unless otherwise specified, no ancillary use shall exceed 25 percent of the gross floor area of the principal building or use.

Antenna means any exterior apparatus designed for telephonic, radio, or television communications, through the sending or receiving of electromagnetic waves.

Appeal means a request for a review of the building and zoning official's interpretation of any provision of the land development regulations or a request for a variance.

Aquatic preserves means publicly owned submerged lands which are covered by brackish or salt water and which are recognized by law or regulations of having exceptionally high biological, aesthetic, educational or scientific value.

Area of special flood hazard means the land in the floodplain within a community subject to one percent or greater chance of flooding in any given year.

Art work means drawings, pictures, symbols, paintings or sculpture which in no way identify a product or business and which are not displayed in conjunction with a commercial, for profit or nonprofit enterprise.

Arterial means a street officially defined as such by the state department of transportation's functional classification.

Artificial light means any source of light emanating from a manmade device, including, but not limited to, incandescent, mercury vapor, metal halide, neon, sodium, spotlights, street lights, construction or security lights.

ASCE 24 means a standard titled *Flood Resistant Design and Construction* that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Automatic controller means a mechanical or electronic timer, capable of operating valve stations to set the days and length of time of a water application.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base flood elevation (BFE) means the elevation, measured in feet above mean sea level, as shown on the flood insurance rate map (FIRM), of the base flood, including wave height, relative to the national geodetic vertical datum (NGVD), North American vertical datum (NAVD) or other datum specified on the flood insurance rate map (FIRM).

Basement means that portion of a building having its floor subgrade (below ground level) on all sides.

Beach access point means any path which may be through or over the dune used by the general public or private property owners for the purpose of gaining access to the beach.

Board of adjustment means the board of adjustment of the city.

Board of commissioners means the board of commissioners as legally constituted for the city.

Boat, charter means a boat for hire which carries not more than ten paying passengers.

Boat, party means a boat for hire which carries more than ten paying passengers.

Breakaway walls means any type of walls, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic, or any other suitable building material which is not part of the structural support of the building and which are so designated as to break away, under abnormally high tides or wave action, without damage to the structural integrity of the building on which they are used or any buildings to which they might be carried by floodwaters. a partition or wall that is independent of supporting structural members and that is intended to withstand design wind forces but to collapse from a water load less than that which would occur during the base flood, without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system.

Buildable area means the area of a site in which development is permitted without variance.

Building means an enclosed structure with walls and a roof.

Building permit means a permit which authorizes the construction of a new building structure or related building system or the expansion of floor area or the increase in the number of dwelling units contained in an existing building or change of use.

Building value = market value of structure only. Land and exterior improvements are excluded, e.g., swimming pool, pool enclosure, landscaping, paving, etc. Market value = assessed value or properly-depreciated appraised building value. The assessed value may be adjusted upward to reflect the market more accurately. Replacement cost can only be used if properly depreciated. Certified appraisals must be based on the comparable sales method. The land value must be deducted and it must be equal to or greater than that established by the county assessor.

Business entity means any and all persons, natural or artificial, including any individual, firm, corporation or association operating or proposing to operate for commercial or pecuniary gain. "Operated for commercial or

pecuniary gain" shall not depend upon actual profit or loss. Also, "operated for commercial or pecuniary gain" shall be presumed where the establishment has an occupational license. Business entity includes any enterprise or venture in which a person sells, buys, exchanges, barter, deals or represents the dealing in any thing or article of value or renders services for compensation.

Camouflage techniques means a tower and/or antenna designed to unobtrusively blend into existing surroundings, be disguised so as to not have the appearance of a communication facility, or be designed or located in such a manner that the tower or antenna is not easily discernible from the ground. Examples include the form and shape of a tree, bell tower, steeple, clock tower, light standard, and other techniques which serve to diminish the visible impact of the tower or antenna.

Cannabis means any plant or part of a plant of the genus *cannabis* whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.

Cannabis farm means any property used in whole or in part for the growing or cultivation of cannabis plants, whether or not such growing or cultivation is lawful under federal or state law.

Carport, private means an accessory building with two or more sides open, designed or used for the storage of motor vehicles owned and used by the occupants of the primary building.

Certificate of concurrency means the official document issued by the city upon finding that the application for final development permit will not result in the reduction of level of service standards set forth in the city comprehensive plan for public facilities and services.

Certification of compliance/noncompliance means a notice issued by the building and zoning official indicating to an applicant for an occupational license that the location proposed for an adult use complies or does not comply with the locational requirements of the land development regulations.

Child care facility means any children's center, day nursery or family day care home as defined in Laws of Fla. ch. 61-2681.

Church means a premise or site which is used primarily or exclusively for religious worship and related activities. The term "church" shall also include the term synagogue, temple, mosque, cathedral, church building and any other facility or premises where individuals of a particular religion gather to worship and for any other related religious purpose.

Clearing means the removal of vegetation, rocks, structures, debris and other obstructions resting on or protruding through the existing ground surface.

Clinic means a facility wherein professional services concerning personal health of humans are administered by medical doctors, chiropractors, optometrists, dentists, or any such professional which may lawfully practice in the state, provided that the persons treated are not lodged therein overnight.

Club means an establishment which is owned or operated by a corporation, association, person or persons for social, literary, political, educational, fraternal or charitable purposes, but which is not operated for profit or to render a service which is customarily conducted as a business.

Coastal A Zone means area within a special flood hazard area, landward of a V zone or landward of an open coast without mapped coastal high hazard areas. In a coastal A zone, the principal source of flooding must be astronomical tides, storm surges, seiches or tsunamis, not riverine flooding. During the base flood conditions, the potential for breaking wave height shall be greater than or equal to one and one-half feet (457 mm). The inland limit of the coastal A zone is (a) the limit of moderate wave action if delineated on a FIRM, or (b) designated by the authority having jurisdiction.

Coastal barrier islands means the geological features which are completely surround by marine waters that front upon the open waters of the Gulf of Mexico, and are composed of quartz sands, clays, limestone, oolites,

rock, coral, coquina, sediment, or other material, including spoil disposal, which features lie above the line of mean high water. Mainland areas which were separated from the mainland by artificial channelization for the purpose of assisting marine commerce shall not be considered coastal barrier islands.

Coastal building zone means the land area from the seasonal high water line landward to a line 1,500 feet landward from the coastal construction control line as established pursuant to Florida Statutes § 161.053, and, for those areas fronting on the Gulf of Mexico and not included under Florida Statutes § 161.053, the land area seaward of the most landward velocity zone (V-zone) as established by the Federal Emergency Management Agency as shown on flood insurance rate maps. The coastal building zone on coastal barrier islands shall be the land area from the seasonal high water line to a line 5,000 feet landward from the coastal construction control line established pursuant to Florida Statutes § 161.053, or the entire island, whichever is less.

Coastal construction control line means the line as established by the state pursuant to Florida Statutes § 161.053 and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area (CHHA) means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V zones" and are designated on Flood Insurance Rate Maps (FIRM) as zone V1-V30, VE, or V. the area subject to high velocity waters, including but not limited to hurricane wave wash or tsunamis. The area is designated by the Federal Emergency Management Agency (FEMA) as Zone V1-V30. The coastal high hazard area incorporates all areas seaward of the coastal construction control line established by state law and the velocity flood hazard area as established by the Federal Emergency Management Agency (FEMA). This includes areas where public facilities have been damaged or undermined by coastal storms, and inlets which are not structurally controlled.

Commercial equipment means vehicles, trailers, step and box vans, and all machinery, materials or furnishings owned or used for commercial purposes will be considered commercial equipment. Personal vehicles, up to and including one ton pick-up truck or passenger or utility van, used by an individual for transportation to and from home or job sites will not be considered commercial equipment regardless of any commercial names, insignias or markings on the vehicle. Machinery, materials or furnishings owned or used for commercial purposes clearly visible on these vehicles will be considered commercial equipment for the purposes of this Code.

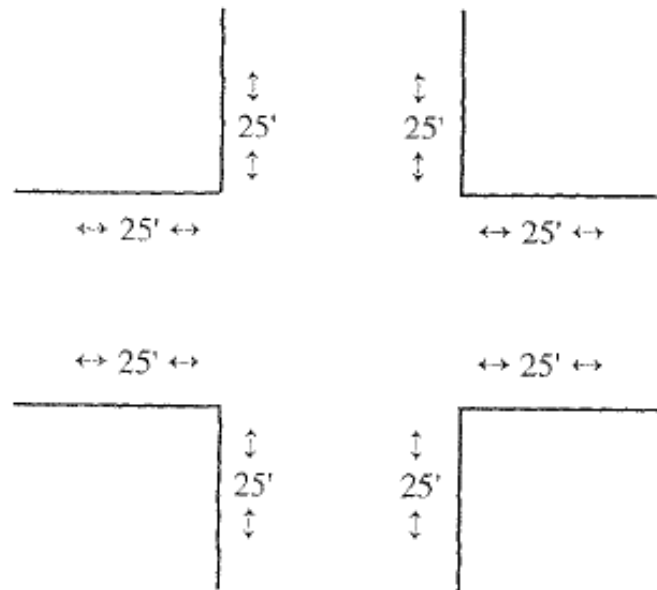
Comprehensive plan means the city comprehensive plans as adopted by Ordinance No. 738 on December 5, 1989 by city commission pursuant to Florida Statutes ch. 163, part 2, as such plan may be amended from time to time.

Congregate care facility means a residential facility which may be comprised of individual dwelling units with or without kitchen facilities. These facilities may offer central dining, personal and therapeutic care and other facilities necessary to meet special living needs of the residents. These include adult congregate living facilities and similar retirement or life-care facilities. These facilities, where required, shall be licensed by the state department of children and family services, or be operated pursuant to state law. As a continuing care facility it shall not be located within the coastal high hazard area, hurricane evacuation zone level "A" or floodway.

Contiguous means parcels touching along a boundary or directly across roadway with a local or collector functional classification or other right-of-way from each other. For the purpose of calculating density averaging, "contiguous" means parcels touching along a boundary or directly across any roadway or other right-of-way from each other.

Cross visibility area means the area of property located at the corner formed by the intersection of two or more public streets with two sides of a triangular area being 25 feet in length along the abutting public street, measured from their point of intersection, and the third side being a line connecting the ends of the other two

sides. In areas where this scenario cannot be achieved, the distance will be determined by the city manager or his designee.



Day care center means and includes any day nursery, nursery school, kindergarten or other facility as defined by state law, which, with or without compensation, cares for five or more children 17 years of age or under, not related to the operator by blood, marriage or adoption, away from the child's home.

Density means a ratio of dwelling units per acre of land. No portion of dedicated public right-of-way may be used to calculate density. No portion of submerged land may be used to calculate density.

Density/intensity averaging means the aggregation of the otherwise permitted density and/or intensity of a parcel or parcels of land in a non-uniform or consolidated manner on a portion of such contiguous parcel(s) in accordance with article V of chapter 86, Administration, of this Code.

***Design flood* means the flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]**

- (1) Area with a floodplain subject to a one-percent or greater chance of flooding in any year; or**
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.**

***Design flood elevation* means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. [Also defined in FBC, B, Section 202.]**

Detention means the temporary collection and storage of surface water for subsequent controlled dissipation at a rate which is less than the rate of flow.

Development means any material manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations. The following activities or uses shall be taken to involve "development," as defined in this section:

- (1) A reconstruction, alteration of the size, or change in the external appearance of a structure on land.
- (2) A change in the intensity of use of land, such as an increase in the number of dwelling units in a structure or on land or an increase in the number of businesses, manufacturing establishments, offices or dwelling units in a structure or on land.
- (3) Alteration of a shore or bank of a seacoast, river, stream, lake, pond, or canal, including any "coastal construction" as defined in Florida Statutes § 161.021.
- (4) Commencement of drilling, except to obtain soil samples, mining, or excavation on a parcel of land.
- (5) Demolition of a structure.
- (6) Clearing of land as an adjunct of construction.
- (7) Deposit of refuse, solid or liquid waste, or fill on a parcel of land.

Development agreement means an agreement, as authorized by the Florida Local Government Development Agreement Act (set forth in Florida Statutes §§ 163.3220—163.3243) and subject to the requirements of article IV of chapter 86, Administration, of this Code.

Development permit means any approved final site plan, building permit, zoning clearance, rezoning, special exception, variance, conditional use or any other official action of the city having the effect of permitting the development of land, except that for the purposes of the land development regulations, tree permits and grubbing permits are not to be considered development permits.

Diameter at breast height (DBH) means the standard measurement of a single-stemmed tree at 4½ feet above grade.

District means a section or sections of the city for which zoning regulations governing the use of buildings and premises, the height of the buildings, the size of yards and the intensity of use are uniform.

Dock, commercial means a revenue producing structure on piling over water or structure that is defined as a commercial dock under state law, which is designed or used to provide a berth for and access to one or more private, charter, commercial or party boats.

Dock, residential means an accessory structure to a residential use which is built on pilings over water and is designed or used to provide moorage for one or more boats.

Drainage system means the system through which water flows from the land. It includes all watercourses, waterbodies and wetlands.

Dripline means an artificial line along the ground which conforms to the perimeter of the crown of a tree as projected vertically to the ground.

Drive-in restaurant means any food or beverage dispensing operation at retail to the general public where such public may be served while remaining in automobiles or other motor vehicles parked on the premises, or where prepared meals may be obtained at a drive-in window.

Drive-in window means a window or other opening in the wall of a principal or accessory building through which goods or services are provided directly to customers who are in their motor vehicles and by means eliminates the need for such customers to exit their motor vehicles.

Dune means the amount or ridge of loose sediments lying landward of the beach and deposited by any natural or artificial mechanism.

Dwelling unit means a single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Duplex means two dwelling units contained in one structure on a single lot or parcel and attached by common vertical walls.

Multifamily means three or more dwelling units contained in one structure on a single lot or parcel and attached by common vertical walls.

Single-family detached means a dwelling unit in a single structure not attached to any other dwelling by any means, designed for or occupied exclusively by one family.

Tourist:

- A. *Condo-hotel* means a hotel, motel, tourist or seasonal accommodation room or group of rooms forming a separate, habitable unit used or which could be used for living and sleeping by one family with independent kitchen facilities. Each unit shall be owned by an individual, corporation, or any other legal entity having membership into an association comprised of all owners within the same development. No unit in a condo-hotel shall be used as a timeshare or fractional ownership unit or be converted to a permanent, non-tourist dwelling unit.

Each condo-hotel shall:

1. Contain a front desk, lobby, internally oriented and easily accessible to members of the public;
2. Have the appropriate license for a hotel and all such licenses must be kept up-to-date annually;
3. Have sufficient signage viewable by the general public advertising such structure as a condo-hotel, with units available for daily, weekly or monthly rentals;
4. Provide a reservation system or agency for rental of units; and
5. Upon request of the city, provide access to all rental records, tax receipts or any other documents necessary to verify conformance with the provisions established herein.

Each unit shall:

1. Have the appropriate license for hotel unit and all such licenses must be kept up-to-date annually;
2. Be required to obtain a business tax receipt for each unit from the city;
3. Be subject to all applicable tourist tax collection requirements;
4. Utilize the reservation system or agency;
5. Not be used for homesteading purposes;
6. Not be issued a home occupational license;
7. Not be utilized as an address for the purposes of establishing residency or registering to vote; and
8. Be available to the owner for use no more than 90 days within a calendar year. The unit shall be available for lease to parties other than the owner in intervals of 30 days or less for the remainder of the calendar year

Only one unit in a condo-hotel structure may be used for the year-round occupancy by a person or family serving as the on-site manager(s). This unit must be owned by the condo association or management company and shall not be used for homestead purposes. This manager unit shall be exempt from the requirement of leasing 30 days or less in the calendar year.

- B. *Motel or hotel* means a room or a group of rooms forming a separate, habitable unit used or which could be used for living and sleeping purposes by one family, with or without independent kitchen facilities, occupied or intended to be occupied by transients on a rental or leased basis.

Each motel or hotel shall:

1. Contain a front desk and/or lobby with a reservation system, and easily accessible to members of the public;
2. Have the appropriate license for a motel or hotel and all such licenses must be kept up-to-date annually; and
3. Have sufficient signage viewable by the general public advertising such structure as a motel or hotel, with units available for daily, weekly or monthly rentals.

Each unit shall:

1. Be subject to all applicable tourist tax collection requirements;
2. Not be used for homesteading purposes;
3. Not be issued a home occupational license; and
4. Not be utilized as an address for the purposes of establishing residency or registering to vote.

Only one unit in the motel or hotel structure may be used for the year-round occupancy by a person or family serving as the on-site manager(s). The manager unit may be used to establish residency. If the unit is owner-occupied, this unit may be used for homestead purposes. This manager unit shall be exempt from the requirement being available for daily, weekly or monthly rental.

Townhouse means a building designed for or occupied exclusively by one family and attached to two or more other buildings of similar design and separated by one or more party walls. The attached townhouses as defined constitute a building group.

Triplex means a multifamily dwelling with three units contained in one structure on a single lot or parcel and attached by common vertical walls.

Elevated building means a nonbasement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns (post and piers), shear walls, or breakaway walls.

Emitter means the drip irrigation fittings that deliver water slowly from the system to the soil.

Employee means a person who works in the service of another person (the employer) under an express or implied contract of hire, under which the employer has the right to control the details of work performance.

Erosion means the damage caused by unrestricted surface waters which shall include the movement of silt, soils or foreign material.

Essential services means public utility facilities either underground or overhead and related to the transmission or distribution system of water, sanitary or storm sewage, telephone, gas, electricity, and public safety, including poles, wires, mains, hydrants, drains, pipes, conduits, law enforcement or fire call boxes, traffic signals and other similar equipment necessary for the furnishing of service, but not including the buildings.

Establishment or commencement of business means and includes any of the following:

- (1) The opening or commencement of any adult entertainment establishment as a new business;
- (2) The conversion of any existing business, whether or not an adult entertainment establishment; or
- (3) The relocation of any adult entertainment establishment.

For the purposes of determining the date of commencement of business, evidence in the form of a certificate of occupancy and an occupational license will be required. Any decision regarding a given date of commencement may be appealed pursuant to the provisions of section 90-10.

Existing building and existing structure means any buildings and structures for which the "start of construction" commenced before May 7, 1971. [Also defined in FBC, B, Section 202.]

Existing construction means any structure for which the start of construction commenced before (the effective date of the first floodplain management code, ordinance, or standard based upon specific technical base flood elevation data which establishes the area of special flood hazard) or (specific date).

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community (before the effective date of the first floodplain management code, ordinance, or standard based upon specific technical base flood elevation data which establishes the area of special flood hazard) or (specific date).

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Eutrophication means the enrichment of bodies of water with nutrients resulting in luxurious organic growth and depletion of dissolved oxygen.

Family means an individual, or two or more persons, related by blood or marriage, or a group of not more than three persons who need not be related by blood or marriage, living together as a housekeeping unit in a dwelling.

FAA means the Federal Aviation Administration.

FCC means the Federal Communications Commission.

Federal emergency management agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the national flood insurance program.

Final development order means the last approval necessary to carry out the development requested which will result in an immediate and increased impact upon public facilities.

Flood hazard boundary map (FHBM) means an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been defined as zone A.

Flood insurance study means the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the flood boundary floodway map and the water surface elevation of the base flood.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters;
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

Flood hazard area means the greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood elevation determination means a determination by the administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

Flood insurance rate map (FIRM) means an official map of a community, on which the administrator Federal Emergency Management Agency has delineated both the special hazard areas and the risk premium zone applicable to the community.

Flood insurance study (FIS) means the official report provided by the federal emergency management agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

Flood light means a reflector type light fixture which is attached directly to a building or post and which is unshielded.

Flood prone area means any land area susceptible to being inundated by water from any source.

Floodplain means the lateral extent of inundation by an event of given statistical frequency, such as a 100-year floodplain, as designated in the county stormwater management plan (SWMP).

Floodplain administrator means the office or position designated and charged with the administration and enforcement of Chapter 94 (may be referred to as the floodplain manager).

Floodplain development permit or approval means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with Chapter 94.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of law enforcement powers. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one-tenth of a foot.

Floor area, gross means the sum of all enclosed areas of floors of a building, measured from the outside faces of the exterior walls, or from the centerline of a wall separating two buildings, including halls, lobbies, arcades, stairways, elevator shafts and balconies, but not including interior parking spaces, open terraces, patios, atriums, entryways, loading space for motor vehicles, and any space where floor to ceiling height is less than six feet.

Floor area ratio (FAR) means a ratio of square footage of gross floor area divided by the square footage of land area. The square footage of land area for purposes of determining the FAR shall not include public road rights-of-way and shall not include submerged land.

Florida Building Code means the family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Freeboard means a level higher than the base flood elevation. It is a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. Freeboard compensates for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action or the hydrological effect of urbanization on the watershed. The City of Madeira Beach requires four feet of freeboard above base flood elevation.

Frontage, street means all the property on one side of a street between two streets which intersect such street (crossing or termination), measured along the line of the street, or if the street is dead-ended, then all of the property abutting on one side between a street which intersects such street and the dead end of the street.

Functionally dependent use means a use facility means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, *such as a docking or port facility including only docking facilities, port facilities that are* necessary for the loading and unloading of cargo or passengers, *and shipbuilding and, ship repair facilities, or seafood processing facilities.* The term does not include long-term storage, manufacture, sales, or service facilities.

Garage, private means an accessory building or an enclosed area in the main building designed or used for the storage of motor-driven vehicles owned and used by the occupants of the building.

Garage, public means a building or portion thereof, other than a private garage, designed or used for equipping, servicing, repairing, hiring or selling or storing of motor-driven vehicles, but not including the storage of wrecked or junked vehicles.

Grade means a reference plane representing the average of finished ground level adjoining the building at all exterior walls. When the finished ground level slopes away from the exterior walls, the reference plane shall be established by the lowest points within the area between the building and the lot line or between the building and a point six feet (1,829 mm) from the building, whichever is closer to the building.

Grading or land balancing means the moving of earth or materials for the purpose of development or redevelopment or the temporary or permanent alteration of existing topography of the land.

Ground cover means plants, other than turf grass, normally reaching an average maximum height of not more than 24 inches in maturity.

Ground-level barrier means any natural or artificial structure rising above the ground which prevents beachfront lighting from shining directly onto the beach-dune system.

Habitable space means a space in a structure for living, sleeping, eating, or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility space, and similar areas are not considered habitable space.

Hedges means any installation or placement of plants, structural elements, feature art, ornaments or objects that together form a row, boundary or screen that extends more than three feet before a break (open space) of at least three feet horizontally and six feet vertically. Hedges can be installed in conjunction with or in lieu of fences, except those fences required by the Florida Building Code, and must meet the same height restrictions as fences and walls except in the rear yard where the natural plant material of the hedge may be allowed to grow to natural height.

Height, building means the vertical distance from grade to the highest finished roof surface in the case of flat roofs or to a point at the average height of the highest roof having a pitch. When a building is located within a special flood hazard area having a designated base flood elevation on the flood insurance rate map (FIRM), the height may be measured from the base flood elevation plus required freeboard to the highest point of the building.

Height, wireless communication antennas/towers means the distance measured from existing grade to the highest point on the tower structure, even if the highest point of the tower or structure is an antenna.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure means, *for the purposes of Chapter 94, any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings. any structure that is:*

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary of the Interior to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs which have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior; or
 - b. Directly by the Secretary of the Interior in states without approved programs.

Home occupation means an occupation conducted as an accessory use in a dwelling unit in a manner which is clearly incidental and accessory to the residential use and requiring no changes to the outside of the structure or its outward appearance.

Hotel means a building containing five or more sleeping accommodations available to the public for compensation and in which meals may or may not be provided. All ancillary or accessory uses such as dining rooms, restaurants or cafes shall be operated within the same building or buildings and principal access to all facilities is through an inside lobby or office supervised by a person in charge at all hours. Hotel facilities are classified as a form of a tourist dwelling facility.

Household animals means animals which are customarily kept for personal use or enjoyment which are not exhibited to the public nor raised for commercial purposes. Household animals shall include domestic dogs, domestic cats, white mice and domestic rabbits, frogs, small birds, small reptiles and fish.

Hurricane evacuation zone means the hurricane evacuation zone established by the county emergency services agency. Evacuation Levels A, B, C, D, and E, as identified in the most recent hurricane evacuation study, require the evacuation of successively more zones inland from the coast during a storm event.

Impervious surface means a surface that has been compacted or covered with a layer of material so that it is highly resistant to or prevents infiltration by stormwater. It includes surfaces such as limerock, or clay, as well as most conventionally surfaced streets, structures, roofs, sidewalks, parking lots, and other similar surfaces.

Impervious surface ratio (ISR) means the relationship between the total impervious surface area on a site and the gross land area. The impervious surface ratio is calculated by dividing the square footage of the area of all impervious surfaces on the site by the square footage of the gross land area. The square footage of the gross land area for purposes of determining the ISR shall not include public road right-of-way and shall not include submerged land.

Improved land means the land that has been altered or improved from its natural state including but not limited to grading, paving, drainage, installation of structures, etc., that ultimately increased the value of, or altered the original integrity of such land.

Infiltration rate means the rate of water entry into the soil expressed as a depth of water per unit of time (inches per hour).

Irrigation system means a permanent artificial watering system designed to transport and distribute water to plants.

Landscaping means and shall consist of any of the following combinations of grass or ground cover and shrubs, vines, hedges, trees or palms. Other materials such as rocks, pebbles, sand and decorative fence, but

excluding concrete, asphalt paving or pebbles placed on an impervious surface, may be used to satisfy the landscaping requirements west of Gulf Boulevard.

Law enforcement officer means any person who is elected, appointed, or employed full-time by the state or any political subdivision thereof; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state.

Lawn grass means all species normally grown as permanent lawns native to this area of the state. Grass may be sodded, plugged, sprigged or seeded.

Letter of map change (LOMC) means an official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

(1) Letter of map amendment (LOMA) means an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) Letter of map revision (LOMR) means a revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) Letter of map revision based on fill (LOMR-F) means a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) Conditional Letter of Map Revision (CLOMR) means a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Level of service means an indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of a facility.

Licensee means any person whose application for any business enterprise has been granted and who owns, possesses, operates and controls the establishment.

Limit of moderate wave action means a line shown on FIRMs to indicate the inland limit of the one and one-half-foot (457 mm) breaking wave height during the base flood.

Loading space means space located outside of any street right-of-way or easement and designed to accommodate the temporary parking of vehicles used for bulk pickups and deliveries.

Lot means land bounded by lines legally established for the purposes of property division. A lot shall have frontage on an improved public street or on an officially approved private street. For zoning purposes, a lot may consist of:

- (1) A combination of complete lots of record.
- (2) A combination of complete lots of record and portions of lots of record.
- (3) Portions of lots of record, provided that such lots or combinations of lots are of sufficient size to meet the requirements of this chapter for the district in which the lots are located.
- (4) Single lots of record.

- (5) Parcels of land defined by metes and bounds description where such parcels are in conformity with the land development regulations.

Lot, corner means a lot located at the intersection of two or more streets.

Lot coverage means the percentage of the lot area covered or occupied by the base of the buildings, including attached or unattached accessory buildings.

Lot depth means the distance measured in the mean direction of the side lines of the lot from the midpoint of the front lot line to the midpoint of the opposite mean rear line of the lot.

Lot, interior means a lot other than a corner lot, and abutting one street. Alleys shall not be considered as streets.

Lot, through means a lot other than a corner lot and with frontage on more than one street.

Lot line means a line that marks the boundary of a lot.

- (1) *Interior*: Any lot line that is not a street lot line; a lot line separating a lot from another lot.
- (2) *Street*: Any lot line separating a lot from a street right-of-way or general access easement. Where a lot line is located within such street right-of-way or easement, the right-of-way or easement boundary adjacent to the lot line shall be construed to be considered the street lot line.

Lot of record means a lot which is part of a subdivision, or a parcel of land described by metes and bounds, the plat or description of which has been recorded by deed with the office of the county clerk of the circuit court. In addition, such plat or description shall provide for a lot which meets the minimum size dimensions for lots in the district for which it is located at the time of recording, or was recorded prior to the effective date of the land development regulations.

Lot width means the width of the lot at the minimum front building setback line.

Low profile luminaire means a light fixture set on a base which raises the source of the light no higher than 48 inches off the ground, and designed in such a way that light is directed downward from the hooded light source.

Lowest floor means the lowest habitable floor of a building which must be located at or above the 100-year flood elevation (base flood level), floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24.

Mangrove means any or all of the following species of aquatic woody plants:

- Red Mangrove — *Rhizophora mangle*.
- Black Mangrove — *Avicennia nitida* or *avicennia geminans*.
- White Mangrove — *Laguncularia racemosa*.
- Buttonwood or button-mangrove — *Conocarpus erecta*.

Mangrove stand means an association of mangrove trees which are noted for development within the intertidal zone of marine shorelines and which contain one or more of the following species:

- Red Mangrove - *Rhizophora mangle*.
- Black Mangrove - *Avicennia nitida*.
- White Mangrove - *Laguncularia racemosa*.
- Buttonwood - *Conocarpus erecta*.

Manufactured home means a building, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property. **The term "manufactured home" does not include a "recreational vehicle" or "park trailer."**

Marina means a facility for storing, berthing, securing and launching of private pleasure craft which may also include the sale of fuel and incidental supplies and minor repairs.

Market value means the value of buildings and structures, excluding the land and other improvements on the parcel. Market is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or the "just value" of the structure, developed by the Pinellas County Property Appraiser's Office (PAO) for ad valorem taxation purposes, adjusted to approximate market value, as determined by the PAO.

Mean high water means the high water mark established by the U.S. Coast and Geodetic Survey in its latest coastal survey of the city.

Mean sea level (MSL) means the average height of the sea for all stages of the tide. This is used as a reference for establishing various elevations within the floodplain. For purposes of the land development regulations, the term is synonymous with the National Geodetic Vertical Datum (NGVD).

Medical marijuana dispensary means a facility that is operated by an organization or business holding all necessary licenses and permits from which marijuana, cannabis, cannabis-based products, or cannabis plants are delivered, purchased, possessed, or dispensed for medical purposes and operated in accordance with all local, federal and state laws. Physicians authorized by state law to order low-THC cannabis, as defined in Florida Statutes, for patients' medical use are not included in the definition of medical marijuana dispensary.

Medical use means the prescriptive use of any form of cannabis to treat a qualifying medical condition and the symptoms associated with that condition or to alleviate the side effects of a qualifying medical treatment.

Mobile home means a structure, transportable in one or more sections, which structure is eight feet or more in width and over 32 feet in length, and which structure is built on an integral chassis and designed to be used as a dwelling unit when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems contained therein. This term shall include manufactured housing as defined by state law.

~~Mobile home park means a lot or parcel of land which contains mobile home sites and accessory open areas, recreation or community facilities for the residents.~~

Mobile home site means a space or plot of ground within a mobile home park, designated for the accommodation of not more than one mobile home.

Motel means a building in which lodging is available for rent to the public, which is open to transient guests, in which a majority of the rental units have direct entrances from the outside, and in which parking spaces are oriented to the rental units in such a manner as to facilitate direct access from units to the automobiles of the renters. Motels are classified as a form of a tourist dwelling facility.

National Geodetic Vertical Datum (NGVD) means a vertical control as corrected in 1929, used as a reference for establishing varying elevations within the floodplain.

Mulch means nonliving organic and synthetic materials customarily used in landscape design to retard erosion and retain moisture.

Native means trees and other vegetation that is indigenous to Central or North Florida.

New construction means any structure for which the "start of construction" commenced after January 1, 1975. The term also includes any subsequent improvements to such structure. for the purposes of administration of Chapter 94 and the flood resistant construction requirements of the Florida Building Code, structures for which

the "start of construction" commenced on or after May 7, 1971 and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the floodplain management regulations adopted by a community.

Nonconforming structure, lot, or use means lawful land use, lots, or structures existing at the time of the passage of the land development regulations which does not conform to the provisions, requirements and regulations of the land development regulations.

Nonconversion agreement means a form provided by the floodplain administrator to be signed by the owner and recorded on the property deed in official records of the clerk of courts, for the owner to agree not to convert or modify in any manner that is inconsistent with the terms of the building permit and Chapter 94 for enclosures below elevated buildings.

Non-medical marijuana sales mean the purchase, sale, transfer or delivery of marijuana, cannabis, cannabis-based products or cannabis plants when such sale, transfer or delivery is not associated with any medical purpose or use, whether or not such purchase, sale, transfer or delivery is lawful under federal or state law.

Occupiable room means a room or enclosed space designed for human occupancy in which individuals congregate for amusement, educational or similar purposes, or in which occupants are engaged at labor; and which is equipped with means of egress, light, and ventilation facilities meeting the requirements of this Code.

Office, professional means an establishment offering services or knowledge to the business community or to individuals. Such activities would include, by the way of illustration, accounting, brokerage, insurance, advertising, employment services, real estate services, physician, lawyer, dentist, architect and psychologist.

Off-street vehicular use area means any area located outside of road right-of-way or easement and designed for parking, service, loading, circulation, storage or display of any type of vehicle, excluding parking garages.

Open space means the land and/or water areas between and around buildings and structures, including required recreation areas, stormwater detention areas, preservation areas, landscape islands and areas with permeable blocks. Retention areas are considered open space if they serve as a water feature and are used as a design element within the overall site. This shall not include parking areas.

Open storage means the storage outside of a building of material supplies, merchandise equipment, commercial vehicles and like items, but excluding junk.

Outdoor lighting/outdoor lighting fixtures means any light emitting device which causes any illumination beyond the exterior walls of any structure or building.

Personal services means an establishment that primarily provides services generally involving the care of a person or his apparel, such as barber shops, beauty salons, seamstress shops, shoe repair shops, dry cleaning and laundry pickup facilities and coin-operated laundry and dry cleaning facilities.

Pervious open space means the area on a lot or parcel not covered by a building or impervious surface.

Pervious paving materials means a porous asphaltic or concrete surface and a high-void aggregate base which allows for rapid infiltration and temporary storage of rain on, or runoff delivered to, paved surfaces.

Physical culture establishment means any business establishment which offers or advertises, massage, body rubs or physical contact with specified anatomical areas, whether or not licensed. Business establishments which routinely provide medical services by state licensed practitioners, and electrolysis treatment by licensed operators of electrolysis equipment shall be excluded from the definition of adult physical culture establishments.

Planning commission means the city planning commission, the legally constituted membership of the planning commission of the city as defined in chapter 2, article II, division 2 of this Code.

Pole lighting means a lighting fixture set on a base or pole which raises the source of the light higher than 48 inches off the ground.

Portable storage units (PSU) are containers, which are intended to be used for the offsite storage of personal property, and are on the property solely for loading and unloading. Portable containers designated for depositing personal goods to be donated to a nonprofit charitable organization are not included in the definition of a PSU.

Private performance means the display or exposure of any specified anatomical area by an employee of an adult entertainment establishment to a person other than another employee while the person is in an area not accessible during such display to all other persons in the establishment, or while the person is in an area in which the person is totally or partially screened or partitioned during such display from the view of all persons outside the area.

Private pleasure craft means a vessel privately owned or leased primarily for aquatic recreational purposes which includes a transport trailer. Private pleasure craft shall not include commercial, official or scientific vessels.

Protective barrier means a physical structure not less than three feet in height, including access to a protected area, composed of wood or other suitable materials.

Rain sensor equipment means a low voltage electrical component placed in the circuitry of an automatic lawn irrigation system which is designed to turn off a sprinkler controller when it rains enough to meet the needs of the landscape.

Recreational vehicles means a vehicular-type portable structure without a permanent foundation, which can be towed, hauled or driven, and which is primarily designed as temporary living accommodations for recreation, camping and travel use, including but not limited to, travel trailers, park trailers, motor homes, camping trailers, boat trailers, truck campers, recreational vans and self-propelled motor homes and which are:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Remove or removal mean the actual removal or causing the effective removal through damaging, poisoning or other direct or indirect actions resulting in death to the tree.

Residential designed manufactured homes means manufactured homes as defined by state law which meet residential design standards contained in this Code.

Residential property means property which is zoned R-1, R-2 or R-3 and which is used for a residential use or which is vacant.

Restaurant means a building or lot where meals are prepared and sold on the premises from within a completely enclosed building and where at least 20 seats are provided for customers inside the building or a building or lot where meals are prepared and sold on the premises from within a completely enclosed building and which has an unenclosed area or patio provided for the consumption of food on the premises which unenclosed area or patio seating is supplemental to the interior seating provided in this definition.

Retail means commercial establishments that generally serve day-to-day commercial needs of a residential neighborhood, including but not limited to, drugstores, tobacco shops, news stands, clothing, specialty shops,

bakeries, confectioneries, delicatessens, meat and produce markets, food stores eating and drinking establishments, specifically excluded from this class of uses is retail sales of spirits and liquors.

Sand dunes means accumulations of sand in ridges or mounds landward of the beach.

Satellite dish antenna means a device used to receive satellite broadcast signals, usually a parabolic dish-shaped antenna, one meter or less in diameter. This definition is meant to include but not limited to, what are commonly referred to as a satellite earth station, TAROs (television reception only), and satellite microwave antennas.

School means a premise or site upon which there is a nursery school, kindergarten, elementary school, junior high school, middle school, senior high school, or exceptional learning center. However, the term "school" does not include a premise or site upon which there is an institution devoted solely to vocational or professional education or training or an institution of higher education, including, but not limited to, a community college, junior college, four-year college or university.

Seawall means any artificial shoreline protection device approved by applicable regulatory agencies.

Sediment means mineral or organic matter deposited by water, air, or ice.

Sedimentation facility means any structure or area which is designed to hold runoff water until suspended sediments have settled.

Service station means an establishment where gasoline or diesel fuel is supplied and dispensed at retail and where, in addition, the following services only may be rendered and sales made:

- (1) Minor motor vehicle repair.
- (2) Sales of beverages, packaged food, tobacco products and similar convenience goods for customers, as accessory and incidental to principal uses.
- (3) Provision of road maps and other travel information.
- (4) Provision of restroom facilities.
- (5) Warranty maintenance and safety inspections.
- (6) Car washing facility, as accessory and incidental to the permitted use.

Uses permissible at a service station do not include major mechanical and body work, straightening of body parts, painting, welding, storage of automobiles not in operating condition, or other work involving noise, glare, fumes, smoke or other characteristics to an extent greater than normally found in service stations.

Setback means the minimum required distance from the property lines to the outermost vertical component of a building wall (including stairs, balconies, elevators, shafts, etc., but not including eaves). On waterfront lots the outside edge of the seawall cap is considered to be the rear property line. However, when there is no seawall cap, the coastal construction setback line as determined by the Florida Department of Environmental Regulation and the Corps of Engineers shall be considered the rear property line.

Shrubs means a low, woody plant with several stems; a bush.

Sign means any device, fixture, placard or structure that uses any color, form, graphics, illumination, architectural style or design or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to communicate information of any kind to the public.

SIGN TYPES

Abandoned sign. Any sign or sign structure which bears no sign or copy or displays information which incorrectly identifies the principal activity conducted on the site for a period of three consecutive months.

Advertiser. Any person who is the lessee or owner of the sign, an agent of such person or anyone who has beneficial use of the sign.

Advertising. Any form of public announcement intended to aid, directly or indirectly, in the sale, use, or promotion of a product, commodity, service, activity, or entertainment.

A-Frame (sandwich board). Any unsecured sign, double or single faced, which is portable and may be readily moved from place to place.

Alter. This term shall include but not be limited to the addition of a sign surface area, the changing or relocation of site source, or the relocation of an outdoor advertising display from one position to another. Alter includes any and all structural changes in the sign, excluding changeable copy.

Animated sign. Any sign which includes action, motion, the optical illusion of action or motion or color changes of all or any part of the sign facing, requiring electrical energy or set in motion by movement of the atmosphere or a sign made up of a series of sections that turn and stop to show two or more pictures or messages in the copy area. A sign having externally moving parts or messages or operating so as to give the viewer the illusion of moving parts or messages. This does not include signs whose informational content can be changed or altered on a fixed display. Animated signs shall not include electronic reader boards.

Art work. Drawings, pictures, symbols, paintings or sculpture which in no way identify a product or business and which are not displayed in conjunction with a commercial, for profit or a nonprofit enterprise.

Banner. Any fabric, plastic, foil or similar material that is mounted to a pole or building at one or more edges.

Beach/bay signs. Signs that are intended for viewing from the Gulf Beach, Gulf water or Boca Ciega Bay.

Beacon. A stationary or revolving light which flashes or projects, single color or multi-colored illumination.

Signs on a bench sign/bus shelter. A bench or bus shelter upon which a sign is drawn, painted, printed, or otherwise affixed.

Billboards. Any off-site sign composed of a continuous, and uninterrupted surface (including cut-outs) which measures 72 square feet or more in aggregate area.

Building marker. Any sign, tablet or plaque of commemorative or historical nature indicating the name of building and date or incidental information about its construction, where such sign is cut into a masonry surface or made of bronze or other permanent material.

Building sign. Any sign attached to any part of a building as contrasted to a freestanding sign.

Bulletin board. Sign of permanent character, but with removable letters, words, numerals or symbols.

Business establishment. Any individual person, nonprofit organization, partnership, corporation, other organization or legal entity holding a valid local business tax receipt and occupying distinct and separate physical space.

Canopy sign. Any sign that is part of an awning, canopy or other fabric, plastic or structural protective cover over a door entrance, window or outdoor service area. A marquee is not a canopy.

Changeable copy sign. A sign or portion thereof with characters, letters or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign in which the only copy that changes is an electronic or mechanical indication of time or temperature shall be considered not a changeable copy sign for purposes of the land development regulations.

Construction sign. Any sign erected and located upon a site where building construction or remodeling is in progress.

Directional sign. Any sign which exclusively contains information providing direction or location of any object, place, or area including but not limited to, those signs indicating avenues of ingress/egress.

Double-faced sign. A sign which has two display surfaces backed against the same background, one face of which is designed to be seen from one direction and the other from the opposite direction, every point on each face or in contact with the same background.

Electronic reader board. A type of sign whose alphabetic, pictographic, or symbolic informational content can be changed or altered on a fixed display screen composed of electrically illuminated segments.

Erect. To build, construct, attach, hang, place, suspend or affix, and shall also include the painting of signs.

Flag. Any fabric, banner or bunting containing distinct colors, patterns or designs.

Freestanding sign. Any sign supported by structures or supports that are placed on or anchored in the ground and that are not attached to any building or area.

Government or public purpose sign. A sign serving a public or civic purpose which is installed by, or under direction of, a governmental entity. The term does not include signs containing advertising except to the extent allowed by the land development regulations.

Ground level. The finish grade of a parcel of land exclusive of any filling, berming, mounding or excavating solely for the purpose of locating a sign. Ground level on marina docks or floating structures shall be the finish grade of the landward portion of the adjoining parcel.

Ground sign. An outdoor sign supported by uprights or braces in or upon the ground. The bottom coping shall be not more than three feet above ground or street level which space may be filled with platform decorative trim or light construction.

Identification signs. Any sign which indicates no more than the name, address, company logo and occupation or function of an establishment or premise.

Illuminated sign. Any sign which has characters, letters, figures, designs or outlines illuminated by electric lights or luminous tubes, internally or externally, as part of the sign proper or may be illuminated from an exterior source designed or utilized primarily for such illumination.

Integral roof sign. Any sign erected or constructed as a part of a normal roof structure of any design, such that no part of the sign extends above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six inches.

Maintenance. The replacing, repairing or repainting of a portion of a sign structure, periodically changing changeable copy or renewing copy which has been made unusable by ordinary wear or weather or accident.

Mansard. A roof with two slopes on each of four sides. The mansard sign shall be attached as outlined in wall signs.

Marquee sign. Any sign attached to, or made a part of a marquee.

Nonconforming sign. Any sign that does not conform to the requirements of the land development regulations.

Off-site sign. Any sign that advertises goods, services, person, activity or condition not obtainable on the premises where the signs are located.

On-premises sign. Any sign which identifies a use, person, business or advertises a product for sale or service to be rendered on the zone lot where the sign is located.

Pennant. Any plastic, fabric or other material, whether or not containing a message of any kind, suspended from a rope, wire or string usually in a series.

Pole sign. An outdoor sign supported by poles or uprights. The bottom coping shall be not less than eight feet above ground or street level.

Porch. An exterior appendage to a building forming a covered approach to a doorway.

Portable sign means any sign not permanently attached to the ground or other permanent structure, designed to be transported including, but not limited to, signs designed to be transported by means of wheels, balloons used as signs, umbrellas used for advertising, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless such vehicle is used in the normal day-to-day operations of the business. For purposes of this chapter, a sign not bearing a commercial message which is carried by a person (whether worn or held by hand) shall not be considered a portable sign, and such signs shall be permitted to be carried in any location such person is otherwise lawfully allowed to be present, including on the city's sidewalks and parks.

Projecting signs. Any sign affixed to a building or wall in such a manner that its leading edge stands more than six inches beyond the surface of the building or wall.

Revolving sign. Signs with visible moving, revolving, or rotating parts or visible mechanical movement of any description or other apparent visible movement achieved by electrical, electronic, or mechanical means, except for traditional barber poles.

Sign face. The part of the sign that is or can be used to identify, display, advertise, communicate information, or for visual representation which attracts or intends to attract the attention of the public for any purpose.

Sign height. The vertical distance measured from ground level at the base of the sign to the highest point of the sign.

Sign structure. Any structure which is designed specifically for the purpose of supporting the sign, has supported or is capable of supporting a sign. This definition shall include decorative covers, braces, wires, supports or components attached to or placed around the sign structure.

Snipe sign. Any sign which is attached in any way to a utility pole, tree, fence post or other similar object, located on public or private property. Any sign designed to provide warning to the public shall not be construed to be a snipe sign.

Twirling sign. Signs, commonly referred to as wind signs, consisting of one or more banners, flags, pennants, ribbons, spinners, streamers or captive balloons, or other objects or material fastened in such a manner as to move upon being subjected to pressure by wind.

Vehicle sign. A sign attached to or placed on a vehicle, including automobiles, trucks, boats, campers, and trailers that are parked on or otherwise utilizing a public right-of-way, public property or on private property so as to be intended to be viewed from a vehicular right-of-way for the basic purposes of providing advertisement of products or services or directing people to a business or activity. This definition is not to be construed to include those signs that identify a firm or its principal products on a vehicle or such advertising devices as may be attached to and within the normal unaltered lines of the vehicle of a licensed transit carrier, when and during that period of time such vehicle is regularly and customarily used to traverse the public highways during the normal course of business.

Wall sign. A sign which is painted on, fastened to, or erected against the wall of a building with its face in a parallel plane to the plane of the building facade or wall.

Warning sign. Signs located on a property posting such property for warning or prohibitions on parking, trespassing, hunting, fishing, swimming, or other activity, provided such signs do not carry any commercial message or identification.

Window sign. A sign located on a window or within a building or other enclosed structure, which is visible from the exterior through a window or other opening.

Site specific plant means a selection of plant material that is particularly well suited to withstand the physical growing conditions that are normal for that location.

Soil texture means the classification of soil based on the percentage of sand, silt, and clay in the soil.

Special adult cabarets means any bar, dance hall, restaurant or other place of business which features dancers, go-go dancers, exotic dancers, strippers, male or female impersonators, or similar entertainers, or waiters or waitresses that engage in "specified sexual activities" or display "specified anatomical area", or any such business establishment, the advertising for, or a sign or signs identifying which, use the words, "adult," "topless," "nude," "bottomless," or other words of similar import.

Special exception use means a use which may be allowed within a zoning district subject to the provisions of the land development regulations and in accordance with the procedures as set forth in the land development regulations. an area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. All of Madeira Beach is located in a special flood hazard area.

Special flood hazard area means all land located within the floodplain of a community subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. All of Madeira Beach is located in a special flood hazard area.

Specified anatomical areas means:

- (1) Less than completely and opaquely covered:
 - a. Human genitals or pubic region;
 - b. Cleavage nates of the human buttocks;
 - c. That portion of the human female breast below the point immediately above the top of the areola; this definition shall include the entire lower portion of the human female breast, but shall not include any portion of the cleavage of the human female breast exhibited by a dress, blouse, shirt, leotard, bathing suit or other wearing apparel, provided the areola is not so exposed.
- (2) Human male genitals in a discernible turgid state, even if completely and opaquely covered.

Specified criminal act means:

- (1) An offense under Florida Statutes ch. 794, (sexual battery);
- (2) An offense under Florida Statutes ch. 796, (prostitution);
- (3) An offense under Florida Statutes ch. 800, (lewdness; indecent exposure);
- (4) An offense under Florida Statutes ch.826, (bigamy; incest); or
- (5) An offense under Florida Statutes ch. 847, (obscene literature; profanity); or
- (6) An offense under an analogous statute of a state other than this state, or under an analogous ordinance of another county or municipality.

Specified sexual activities means:

- (1) Human genitals in a state of sexual stimulation or arousal or tumescence;
- (2) Acts of anilingus, bestiality, buggery, cunnilingus, coprophagy, coprophilia, fellation, flagellation, masochism, masturbation, necrophilia, pederasty, pedophilia, sadism, sadomasochism, sapphism, sexual intercourse, sodomy, urolagnia or zooerasty; and any other acts of human masturbation, sexual intercourse or sodomy, whether actual or simulated;
- (3) Fondling or other erotic touching of human genitals, pubic region, buttock, or female breast; or
- (4) Excretory functions as part of or in connection with any of the activities set forth in subsections (1) through (3) of this definition.

Start of construction, for new construction or substantial improvement it means the date the building permit was issued, provided the actual commencement of construction, repair, reconstruction or improvement is within 180 days of the permit date. **The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. An extension, upon an approved written application, may be granted for 90 days.**

Stormwater retention means that portion of surface water drainage system used for the storage or treatment of stormwater runoff and design reviewed and constructed in accordance with the land development regulations.

Story means the portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above. A complete horizontal section of building having one continuous or practically continuous floor. This term does not include the floor of a garage used solely for the parking of vehicles and entry to habitable living space.

Straddle dance (also known as lap dance, or face dance) means the use by an employee, whether clothed or not, of any part of his/her body to massage, rub, stroke, knead, caress or fondle the genital or pubic area of a patron, while on the premises, or the placing of the genital or pubic area of an employee in contact with the face of a patron, while on the premises.

Street means all property accepted or intended by the city for public street purposes or officially approved for private street purposes.

Structural alterations means any change, except the repair or replacement in supporting members of a building, such as bearing walls, columns, beams or girders, or the rearrangement of any interior partitions.

Structure means anything constructed or erected, the use of which requires permanent location on the land or attachment to something having permanent location on the land. Structures include buildings, walls, screened enclosures, fences, advertising signs, billboards, swimming pools and exterior mechanical equipment such as air-conditioning compressors.

- (1) *Major structure*: Houses, mobile homes, apartment buildings, condominiums, motels, hotels, restaurants, towers, other types of residential, commercial, or public buildings, and other construction.
- (2) *Minor structure*: Pile-supported, elevated dune and beach walkover structures; beach access ramps and walkways; stairways; pile-supported, elevated viewing platforms, gazebos, and boardwalks; lifeguard support stands; public and private bathhouses; sidewalks, driveways, parking areas, shuffleboard courts, tennis courts, handball courts, racquetball courts, and other uncovered paved areas; earth retaining walls; and sand fences, privacy fences, ornamental walls, ornamental garden structures, aviaries, and other ornamental construction. It shall be a characteristic of minor structures that they are considered to be expendable under design wind, wave, and storm forces.
- (3) *Nonhabitable major structure*: Swimming pools; parking garages; pipelines; piers; canals, lakes, ditches, drainage structures, and other water retention structures; water and sewage treatment plants; electrical power plants, and all related structures or facilities, transmission lines, distribution lines, transformer pads, vaults, and substations; roads, bridges, streets and highways; and underground storage tanks.
- (4) *Coastal or shore protection structure*: Shore-hardening structures, such as seawalls, bulkheads, revetments, rubble mound structures, groins, breakwaters, and aggregates of materials other than

beach sand used for shoreline protection; beach and dune restoration; and other structures which are intended to prevent erosion or protect other structures from wave and hydrodynamic forces.

Submerged land means the land area situated below the mean high water line of a standing body of water, including ocean, gulf, bay, estuary, lake, pond, river or stream. For the purpose of this definition drainage retention/detention areas to be created as a function of development and wetlands shall not be considered submerged land.

Substantial damage means the damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any combination of repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure taking place during a one-year period, the cumulative structure, the cost of which equals or exceeds 50 percent of the fair market value of the building or structure, before the start of construction of the improvement. For each building or structure, the one-year period begins on the date of the first permit issued for improvement or repair subsequent to November 15, 2016. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either any project for improvement of the structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official, and which are the minimum necessary to assure living conditions, or any alterations of an historic structure, provided that the alteration will not preclude the structure's continued designation as an historic structure.

~~*Substantially improved existing manufactured home parks or subdivisions* means where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.~~

Subsurface drainage means any approved method used as a vehicle to convey groundwater.

Swale means a low place in a tract of land.

Temporary lodging unit means an individual room, rooms or suite within a temporary lodging use designed to be occupied as a single unit for temporary occupancy.

Temporary lodging use means a facility containing one or more temporary lodging units, the occupancy of which occurs, or is offered or advertised as being available, for a term of less than one month, more than three times in any consecutive 12-month period. In determining whether a property is used as a temporary lodging use, such determination shall be made without regard to the form of ownership of the property or unit, or whether the occupant has a direct or indirect ownership interest in the property or unit; and without regard to whether the right of occupancy arises from a rental agreement, other agreement, or the payment of consideration. This term includes tourist condo-hotel and motel/hotel as elsewhere defined in this Code.

Trees means self-supporting, woody plants, which normally grow to a minimum height of 15 feet, have trunks which can be maintained with over five feet of clear wood and have an average mature crown spread of at least 15 feet.

Turf means continuous plant coverage consisting of grass species suited to growth in the county.

Turtle nesting season means the period from May 1 through October 31 of each year.

Unimproved land means the land that has not been altered or improved from its natural state.

Unity of title refers to a document recorded in the office of the clerk of the circuit court of Pinellas County stipulating that a lot, lots, or parcel of land shall be held under single ownership, shall not be eligible for further subdivision and shall not be transferred, conveyed, sold or divided in any unit other than in its entirety.

Use means the specific activity or function for which land, a building or a structure is designated, arranged, occupied or maintained.

- (1) Accessory use on the same lot or in the same structure with, and of a nature and extent customarily incidental and subordinate to the principal use of the lot or structure.
- (2) The primary use and chief purpose of a lot or structure.

User means any independent entity which is marketing a service to retail customers in the city. For the purposes of determining the number of users co-locating, no two users shall have any common ownership ties.

Variance means a modification of some particular requirement of the zoning ordinance which may be granted by the special magistrate in order to alleviate a unique and unnecessary hardship which may result from literal enforcement of the provisions of the land development regulations with respect to the parcel involved. **For the purposes of Chapter 94, a variance is a grant of relief from the requirements of Chapter 94, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by Chapter 95 or the Florida Building Code.**

Vegetation, native means any plant species with a geographic distribution indigenous to all or part, of the state.

Water or community waters means any and all water on or beneath the surface of the ground or in the atmosphere. It includes the water in any watercourse, waterbody or drainage system. It also includes diffused surface water and water percolating, standing or flowing beneath the surface of the ground, as well as coastal waters.

Water surface elevation means the projected heights in relation to mean sea level reached by floods of various magnitudes and frequencies in the floodplains of coastal or riverline areas. These may be expressed by curvilinear lines on FHBMs or FIRMs and reflected as a border delineating the special flood hazard areas.

Waterbody means any natural or artificial pond, lake, reservoir or other area which ordinarily or intermittently contains water and which has a discernible shoreline.

Watercourse means any natural or artificial stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, street, roadway, swale or wash in which water flows in a definite channel, bed or banks.

Watershed area means an area allowing or generating storm or irrigation water runoff.

Wetland means land that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

Wireless communication antenna means any exterior apparatus designed for telephonic, radio or television communications through the sending or receiving of electromagnetic waves.

Wireless communication antenna array means a configuration of antennas necessary for broadcast and reception of radio frequency from a particular site.

Wireless communication tower means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers. The term includes, but is not limited to radio and television transmission towers, microwave towers, common carrier towers, and cellular telephone towers.

Xeriscape means a landscaping method that maximizes the conservation of water by the use of site-appropriate plants and an efficient watering system. The principles of xeriscape include planning and design, appropriate choice of plants, soil analysis which may include the use of solid waste compost, practical use of turf, efficient irrigation, appropriate use of mulches, and proper maintenance.

Yard means an open space on the same lot with a building, unoccupied and unobstructed from the ground upward, except by trees or shrubbery or as otherwise provided in the land development regulations.

Yard, front means an open unoccupied space across the full width of the lot, extending from the front building line, including open porches, to the front line of the lot.

Yard, side means an open unoccupied space on the same lot with a building, between the building line and the side line of the lot extending through from the front building line to the rear yard, or to the rear line of the lot where no rear yard is required.

Yard, rear means an open unoccupied space extending across the full width of the lot and measured between the rear line of the lot and the rear building line of the main building.

Yard, waterfront means an open unoccupied space on waterfront property with depth measured perpendicular to the property line or waterside lot line for nonseawalled lots. Waterfront property is hereby defined as property abutting open water, bays, bayous and manmade canals.

(Code 1983, ch. 20, art. II; Ord. No. 918, § 1, 12-7-99; Ord. No. 925, § 1, 6-20-00; Ord. No. 956, §§ 1, 2, 12-11-01; Ord. No. 987, § 1, 11-25-03; Ord. No. 992, § 1, 1-27-04; Ord. No. 1020, § 1, 6-8-04; Ord. No. 1037, § 1, 1-25-05; Ord. No. 1071, § 3(Exh. A, § 4), 2-28-06; Ord. No. 1126, § 2, 7-8-08; Ord. No. 1138, § 1, 12-9-08; Ord. No. 1165, § 1, 8-10-10; Ord. No. 1181, § 1, 7-10-12; Ord. No. 2014-08, § 1, 11-12-14; Ord. No. 2014-15, § 4, 12-9-14; Ord. No. 2015-03, § 2, 2-24-15; Ord. No. 2015-04, §§ 1, 2, 6-9-15; Ord. No. 2016-02, § 1, 4-12-16; Ord. No. 2016-12, § 1, 11-15-16; Ord. No. 2021-18, § 1, 9-8-21; Ord. No. 2021-22, § 1, 11-10-21; Ord. No. 2023-12, § 1, 6-14-23)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 82-3. Interpretation.

In interpreting and applying the land development regulations, the provisions of the land development regulations shall be held to be the minimum requirements for the protection, promotion and improvement of the public health, safety, morals and general welfare of the community. It is not intended by the land development regulations to interfere with or abrogate or annul any easements, covenants or other agreements between parties; provided, however, where the land development regulations impose a greater restriction upon the use of buildings or premises or upon the height of buildings, or requires larger open spaces than are imposed or required by other ordinances, rules, regulations, or by easements, covenants, or agreements, the provisions of the land development regulations shall control. If, because of error or omission in the zoning map, any property in the city is not shown as being in a zoning district, the classification of such property shall be R-1 unless changed by amendment to the zoning map or by subsequent zoning ordinances.

(Code 1983, § 20-1401)

Sec. 82-4. Validity.

In the event any court of competent jurisdiction should hold that any article, section, clause, or provision of the land development regulations are invalid, such judgment shall not affect the validity of the land development regulations as a whole or any part thereof, other than the part so declared to be invalid.

(Code 1983, § 20-1402; Ord. No. 1037, § 2, 1-25-05)

Sec. 82-5. Violations and penalties.

Any person violating any time limitation or provisions of the land development regulations, or the terms of any decision of the special magistrate, shall be punished by a fine not exceeding \$500.00, or imprisonment for a

term not exceeding 60 days, or by both such fine and imprisonment. Each day and time limitation or provision of the land development regulations, or the terms of any decision of the special magistrate is violated shall constitute a separate offense under the land development regulations. Moreover, in addition to the penalty provided in this section or as an alternative thereto at the discretion of the city, the city may enforce the time limitations or provisions of the land development regulations or any decision of the special magistrate by injunction in a court of appropriate jurisdiction.

(Code 1983, ch. 20, art. XV; Ord. No. 1037, § 3, 1-25-05; Ord. No. 1071, § 3(Exh. A, § 4), 2-28-06)

ARTICLE II. TECHNICAL CODES AND STANDARDS¹

Sec. 14-30. Administration of the Florida Building Code.

- (a) *Scope.* The city hereby adopts and incorporates by reference herein the Florida Building Code promulgated by the Florida Building Commission pursuant to Chapter 553, Part IV, Florida Statutes, as amended from time to time as well as Chapter 1 (Scope and Administration) of the ~~2017~~ Florida Building Code . The provisions of this section shall govern the administration and enforcement of the Florida Building Code within the municipal limits of the city.
- (b) *Title.* The provisions of the following sections shall constitute and be known and be cited as the Florida Building Code, hereinafter known as "FBC."
- (c) *FBC remedial.*
 - (1) *General.* The FBC is hereby declared to be remedial and shall be construed to secure the beneficial interests and purposes thereof, which are public safety, health and general welfare through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazards attributed to the built environment including alteration, repair, removal, demolition, use and occupancy of buildings, structures or premises, and by regulating the installation and maintenance of all electrical, gas, mechanical and plumbing systems, which may be referred to as service systems.
 - (2) *Quality control.* Quality control of materials and workmanship is not within the purview of the FBC except as it relates to the purposes stated herein.

¹Editor's note(s)—Ord. No. 1107, § 1, adopted May 8, 2007, amended article II in its entirety to read as herein set out. Formerly, article II pertained to similar subject matter, and derived from the Code of 1983, §§ 6-101, 6-103—6-106, 6-108, 6-112, 6-115, 6-117—119, and Ord. No. 935, § 1, adopted February 20, 2001.

Charter reference(s)—Standard codes adopted by reference, § 7.6.

- (3) *Permitting and inspection.* The inspection or permitting of any building, system or plan by the city under the requirements of the FBC shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. Neither the city nor any employee thereof shall be liable in tort for damages for any defect or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting, unless the city employee is found to have acted in bad faith or with malicious purpose in a manner exhibiting wanton and willful disregard of the safety, health and welfare of the public.

(Ord. No. 1107, § 1, 5-8-07; Ord. No. 2022-25 , § 1, 9-14-22)

Sec. 14-31. Technical codes adopted—Fire codes.

- (a) The National Fire Protection Association 1 (NFPA 1) Uniform Fire Code, ~~2021 edition~~, as adopted by the State of Florida, including appendices and annex thereto shall apply, as may be subsequently amended.
- (b) The National Fire Protection Association 101 (NFPA 101) Life Safety Code, ~~2021 edition~~, as adopted by the State of Florida, including appendices and annex thereto shall apply, as may be subsequently amended.

(Ord. No. 1107, § 1, 5-8-07; Ord. No. 1161, § 1, 12-8-09; Ord. No. 2014-14, § 2, 11-12-14; Ord. No. 2021-11 , § 1, 6-9-21)

Sec. 14-32. Same—Uniform Code for the Abatement of Dangerous Buildings.

- (a) The International Property Maintenance Code, 2015 edition, as amended, promulgated by the International Code Council, shall be used for the minimum standards for maintenance of residential properties.
- (b) The National Electrical Code (NEC), 2008 edition, as amended, including appendices.
- (c) Uniform fire safety standards adopted pursuant to F.S. § 633.022 shall apply, as may be subsequently amended.

(d) Florida Fire Prevention Code adopted pursuant to F.S. § 633.0215 shall apply, as may be subsequently amended.

(Ord. No. 1107, § 1, 5-8-07; Ord. No. 2014-14, § 3, 11-12-14)

Sec. 14-33. Referenced standards.

Standards referenced in the technical codes shall be considered an integral part of the codes without separate adoption. If specific portions of a standard are denoted by code text, only those portions of the standard shall be enforced. Where code provisions conflict with a standard, the code provisions shall be enforced. Permissive and advisory provisions in a standard shall not be construed as mandatory.

(Ord. No. 1107, § 1, 5-8-07)

Sec. 14-34. Copies on file with building official; scope, effect.

There are now on file with the building official of the city current copies of the Florida Building Code and the Uniform Code for the Abatement of Dangerous Buildings. and amendments thereto. The building official is hereby directed to keep such official copies on file. Any ordinance of the city when in conflict with any provisions of the above named codes shall apply and take precedence over the general provisions of the above named codes. Where conflicting requirements between two adopted codes exist, the more restrictive provision will apply.

(Ord. No. 1107, § 1, 5-8-07)

Sec. 14-35. Modular construction.

Modular buildings or structures shall comply with the requirements of chapter 94.

(Ord. No. 1107, § 1, 5-8-07)

Sec. 14-36. Buildings to be constructed on pilings.

All new buildings or structures shall be built upon pilings designed by a state licensed architect or engineer to withstand foreseeable high velocity wave and

wind forces. The lowest floor level shall be at or above the elevation required by the Florida Building Code, as amended by a technical amendment by the city. Foreseeable wave and wind forces shall include those produced by hurricanes. (Ord. No. 1107, § 1, 5-8-07; Ord. No. 2021-16 , § 1, 10-13-21)

Sec. 14-37. Fees.

Fees associated with building permits, seawall permits, electrical permits, etc., are tabulated in the Fees and Collection Procedures Manual. (Ord. No. 1107, § 1, 5-8-07)

Sec. 14-38. Required construction and sediment fencing.

(a) Construction Fencing:

(1) *Construction without fencing prohibited.* No construction or demolition west of Gulf Boulevard for which a permit is required under this Code which involves earth moving, excavation or foundation work may proceed until a temporary fence is erected in conformance with requirements of this section. For the purpose of this Code, construction shall mean the erection of new structures and alterations or additions to existing structures.

(2) ~~(b)~~ *Fencing requirements.*

i. ~~(1)~~ The temporary fence shall be at least four feet in height. It shall be constructed in such a manner as to prevent the passage of wind blowing sand, trash or other like substances or materials.

ii. ~~(2)~~ The temporary fence shall be erected along any property line of the property under construction which abuts any public street or way. Such fence shall also be erected on the first 50 feet of any side property line which intersects the property line which abuts any public street or way, such distance to be measured from the point of intersection.

iii. ~~(3)~~ Such temporary fencing shall be required during all phases of construction until the city manager or ~~his~~ their representative permits removal of the temporary fence for paving and landscaping preparation.

(3) ~~(e)~~ *Authority of city manager.* The city manager or ~~his~~ their representative may, at his discretion, impose a lesser requirement than is here imposed when such lesser requirement will effectuate the purpose of this section. Further, the city manager or ~~his~~ their representative may, in ~~his~~ their discretion, require a greater length of fencing than is here required when such greater length is necessary to effectuate the purpose of this section.

(b) Sediment Fencing:

1) Construction without sediment fencing prohibited. The contractor shall install a sediment fence to protect adjacent properties and waterways from discharges of soil, sediment, or construction related materials from the site.

2) Fencing requirements.

3) Fencing maintenance.

i. The contractor shall inspect and maintain the sediment fencing until the construction site is stabilized.

ii. All sediment fencing shall remain in upright condition until all site work is complete.

4) Fencing location.

i. The location of the fencing shall be delineated on the site plan and be constructed in general accordance as shown on the plans.

(Ord. No. 1107, § 1, 5-8-07)

Sec. 14-39. Technical amendments. IF YOU GO WITH THE NEW FORMAT, THEN YOU SHOULD RE-DO EVERYTHING BELOW HERE WITH A FRESH DOWNLOAD, AND THEN APPLY STRIKE-THRU TO EVERYTHING.

- (a) Modify the *Florida Building Code, Residential*, Section R322.2 to read as follows:

R322.2.1 Elevation requirements.

1. Buildings and structures in flood hazard areas not including flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation **plus 4 feet** (the 4 foot freeboard is inclusive of the 0.4 foot requirement from FEMA 480) or the design flood elevation, whichever is higher.
2. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated to a height above the highest adjacent grade of not less than the depth number specified in feet on the FIRM **plus 4 feet**, or not less **than 6 feet** if a depth number is not specified.
3. Basement floors that are below grade on all sides shall be elevated to or above base flood elevation plus 4 feet, or the design flood elevation, whichever is higher.

4. Attached garages and carports

5. Detached accessory structures

6. Structural fill shall not be used to elevate buildings.

Exception: Enclosed areas below the design flood elevation, including basements with floors that are not below grade on all sides, shall meet the requirements of Section R322.2.2.

R322.2.2 Enclosed area below design flood elevation. Enclosed areas, including a crawl spaces, that ~~are~~is below the design flood elevation shall:

1. Be used solely for parking of vehicles, building access or storage. Storage shall be limited to items which otherwise would be stored outside a building, or items normally used outside (e.g. grill, lawn mower). **The interior portion of such enclosed areas shall not be partitioned or finished**

into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. The limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations and perimeter walls of the building envelope. All utilities such as electrical, heating, plumbing, and air conditioning equipment and other services must be elevated to design flood elevation or on a separate subpanel. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

2. Be provided with flood openings that meet the following criteria and are installed in accordance with Section R322.2.2.1, except for elevator shafts:

~~2.1. There shall be a minimum of two openings on different sides of each enclosed area; if a building has more than one enclosed area below the design flood elevation, each area shall have openings on exterior walls.~~

- 2.21 The total net area of non-engineered openings shall be not less than 1 square inch (645 mm²) for each square foot (0.093 m²) of enclosed area where the enclosed area is measured on the exterior of the enclosure walls, or the openings shall be designed as engineered openings and the construction documents shall include a statement by a registered design professional that the design of the openings will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters as specified in Section 2.7.2.2 of ASCE 24.

2.2 Openings shall be not less than 3 inches (76 mm) in any direction in the plane of the wall.

2.3 Any louvers, blades, screens or other opening covers shall allow the automatic flow of floodwater into and out of the enclosed areas and shall be accounted for in the determination of the net open area.

R322.2.2.1:

1 There shall be a minimum of two openings on different sides of each enclosed area; if a building has more than one enclosed area below the design flood elevation, each area shall have openings on exterior walls.

~~2.3~~ 2 The bottom of each opening shall be 1 foot (305 mm) or less above the ~~adjacent ground level~~ higher of the final interior grade (or floor) and the finished exterior grade immediately under each opening.

~~2.4~~ Openings shall be not less than 3 inches (76 mm) in any direction in the plane of the wall.

~~2.5~~ Any louvers, blades, screens or other opening covers shall allow the automatic flow of floodwater into and out of the enclosed areas and shall be accounted for in the determination of the net open area.

~~2.6~~ 3 Openings installed in doors and windows, that meet requirements 2.1 through 2.5, are acceptable; however, doors and windows without installed openings do not meet the requirements of this section.

3. The one sub-enclosure be ~~Be~~ not more than 299 square feet in total area, except for crawlspace foundations that have a wall height less than 36 inches and the exterior perimeter wall of the building envelope.

R322.2.3 Foundation design and construction. Foundation for buildings and structures erected in flood hazard areas shall meet the requirements of Chapter 4. Fill shall not be used to support foundations. The construction documents shall include documentation that is prepared and sealed by a registered design professional that the design and methods of construction to be used meet the applicable criteria of this section.

R322.2.4 Tanks

R322.2.5 Pools in flood hazard areas.

- (b) Modify the *Florida Building Code, Residential*, Section R322.3 to read as follows:

R322.3.2 Elevation requirements.

1. All buildings and structures erected within coastal high-hazard areas and Coastal A Zones, shall be elevated so that the all bottom of the lowest horizontal structural members supporting the lowest floor, with the exception of pilings, pile caps, columns, grade beams and bracing, is elevated to or above the base flood elevation **plus 4 feet** (the 4 foot freeboard is inclusive of the 0.4 foot requirement from FEMA 480) or the design flood elevation, whichever is higher.
2. Basement floors that are below grade on all sides are prohibited.
3. attached garages used solely for parking, building access or storage and carports shall comply with item 1 or shall be.....
4. Detached accessory structures....
5. The use of fill for structural support is prohibited.
- ~~4.6.~~ Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.
- ~~5.7.~~ Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Sections R322.3.5 and R322.3.6.
6. **Gutters and downspouts are required on any new commercial or residential buildings, including any new additions.**

R322.3.3 Foundations. Buildings and structures erected in coastal high-hazard areas and Coastal A Zones shall be supported on pilings or columns and shall be adequately anchored to such pilings or columns. The space below the elevated building shall be either free of obstruction or, if enclosed with walls, the walls shall meet the requirements of Section R322.3.5. Pilings shall have adequate soil penetrations to resist the combined wave and wind loads (lateral and uplift). Water-loading values used shall be those associated with the design flood. Wind-loading values shall be those required by this code. Pile embedment shall include consideration of decreased resistance capacity caused by scour of soil strata surrounding the piling. Pile systems design and installation shall be certified in accordance with Section R322.3.9. Spread footing, mat, raft or other foundations that support columns shall not be permitted where soil investigations that are required in accordance with

Section R401.4 indicate that soil material under the spread footing, mat, raft or other foundation is subject to scour or erosion from wave-velocity flow conditions. If permitted, spread footing, mat, raft or other foundations that support columns shall be designed in accordance with ASCE 24.

R322.3.5 Walls below design flood elevation. Walls and partitions are permitted below the elevated floor, provided that such walls are not part of the structural support of the building or structure and:

1. Electrical, mechanical and plumbing system components are not to be mounted on or penetrate through walls that are designed to break away under flood loads; and
2. Are constructed with insect screening or open lattice; or
3. Are designed to break away or collapse without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. Such walls, framing and connections shall have a resistance of not less than 10 (479 Pa) and not more than 20 pounds per square foot (958 Pa); or
4. Where wind loading values of this code exceed 20 pounds per square foot (958 Pa), as determined using allowable stress design, the construction documents shall include documentation prepared and sealed by a registered design professional that:
 - 4.1. The walls and partitions below the design flood elevation have been designed to collapse from a water load less than that which would occur during the base flood.
 - 4.2. The elevated portion of the building and supporting foundation system have been designed to withstand the effects of wind and flood loads acting simultaneously on structural and nonstructural building components. Water-loading values used shall be those associated with the design flood. Wind-loading values shall be those required by this code.
5. Walls intended to break away under flood loads as specified in Item 3 or 4 have flood openings that meet the criteria in Section R322.2.2, Item 2.

R322.3.6 Enclosed areas below design flood elevation. Enclosed areas below the design flood elevation shall be not more than 299 square feet in area and

shall be used solely for parking of vehicles, building access or storage. Storage shall be limited to items which otherwise would be stored outside a building, or items normally used outside (e.g. grill, lawn mower). The interior portion of such enclosed area shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. All utilities such as electrical, heating, plumbing, and air conditioning equipment and other services must be elevated to design flood elevation or on a separate subpanel. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

- (c) Modify the *Florida Building Code, Building*, Section 107.3.5 (in part) to read as follows:

107.3.5 Minimum plan review criteria for buildings.

Commercial Buildings: Building

8. Structural requirements shall include:

Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, nonconversion agreement, flood damage-resistant materials.

Residential (one- and two-family):

6. Structural requirements shall include:

Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, nonconversion agreement, equipment, and flood damage-resistant materials.

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

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which

~~the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.~~

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

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

(e) Modify the *Florida Building Code, Building*, Section 1612.4 to amend 1612.4.3 and 1612.4.4 to read as follows:

1612.4.3 Elevation requirements.

1. The minimum elevation requirements shall be as specified in ASCE 24 or the base flood elevation plus four (4), whichever is higher.
2. The use of backfilled stem walls and the use of fill shall not be permitted to elevate buildings except for buildings and structures essential for emergency management support.
3. The use of backfilled stem walls shall not be permitted to elevated buildings.

1612.4.4 Additional requirements for enclosed areas. In addition to the requirements of ASCE 24, enclosed areas below the design flood elevation shall be not more than 299 square feet in area and shall not be partitioned or finished into separate rooms except for stairwells and elevators.

(Ord. No. 2016-11, § 3, 11-15-16; Ord. No. 2021-16 , § 2, 10-13-21)

Secs. 14-40—14-59. Reserved.

ORDINANCE NO. _____

AN ORDINANCE BY THE {community's governing body} AMENDING THE {insert appropriate code of ordinances or land development chapter/section numbers} TO {insert description of amendments}; TO {adopt or amend local administrative and/or technical} AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in **{Chapter 125 – County Government or Chapter 166 – Municipalities}**, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the **{name of community}** participates in the National Flood Insurance Program and **{participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements}**; and

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

WHEREAS, the **{community's governing body}** previously adopted local amendments to the Florida Building Code and is reformatting those amendments as part of the floodplain management regulations; and

WHEREAS, the **{community's governing body}** is amending a previously adopted local amendment to **{insert a brief description of the higher standard or standard or standards}** for buildings and structures in flood hazard areas for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the *Florida Building Code*; and

WHEREAS, the **{community's governing body}** is adopting a requirement to **{insert a brief description of the higher standard or standard or standards}** for buildings and structures in flood hazard areas for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the *Florida Building Code*; and

WHEREAS, the **{community's governing body}** has determined that it is in the public interest to adopt the proposed local technical amendments to the *Florida Building Code*, and the proposed amendments are not more stringent than necessary to address the need identified, do

not discriminate against materials, products or construction techniques of demonstrated capabilities, are in compliance with section 553.73(4), Florida Statutes.

Sec. xx Florida Building Code, Administrative and Technical Amendments.

- (1) *Nonconversion agreements.* Applications for buildings with enclosures below the required elevation shall include signed declarations of land restrictions (nonconversion agreements), as defined in Section 82-2. The agreements shall be recorded on the property deed prior to issuance of the Certificate of Occupancy.
- (2) *Cumulative substantial improvement.* In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term "Substantial Improvement" shall be as defined in Section 82-2 .
- (3) *Repetitive flood damage.* In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term "Substantial Damage " shall be as defined in Section 82-2 .
- (4) *Minimum building elevations.* All buildings and structures in flood hazard areas shall have the lowest floor, dry floodproofing measures, or the bottom of the lowest horizontal structural member of the lowest floor, as applicable to occupancy and flood zone, at or above the base flood elevation plus four (4) feet, or the design flood elevation, whichever is higher.
- (5) *Limitation on use of fill and backfilled stem walls.* Except for buildings and structures essential for emergency management support:
 - (a) Fill shall not be used to support foundations.
 - (b) Backfilled stem walls shall not be used.
- (6) *Coastal A Zone.*
 - (a) Buildings within the scope of the Florida Building Code, Building, that are located in Coastal A Zones shall not be permitted to be dry floodproofed and shall not be permitted to have backfilled stem wall foundations.
 - (b) Dwellings within the scope of the Florida Building Code, Residential, that are located in Coastal A Zones shall not be permitted to have backfilled stem wall foundations.
- (7) *Foundation design requirements for one- and two-family dwellings.* Construction documents for one- and two-family dwellings in flood hazard areas shall include documentation, prepared and sealed by a registered design professional, that the foundation design and methods of construction account for site-specific flood loads and meet the applicable criteria of the code.
- (8) *Limit enclosures below elevated buildings.* Enclosed areas below the required elevation for buildings in flood hazard areas shall be limited as follows:
 - (a) Enclosed areas shall not be larger than 299 square feet in area.

(b) The interior portion of enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code.

(c) Where perimeter wall (crawl space) foundations are permitted for dwellings, the limitation on partitions does not apply to interior load bearing walls.

(d) Access to enclosed areas below dwellings shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

Lines up FBC amendments from existing texts in Chapter 14		
R Zone A R322.2.2 Enclosed areas, including crawl spaces, that are below the design flood elevation shall:	R Zone V & CAZ R322.3.6 Walls and partitions are permitted below the elevated floor, provided that such walls are not part of the structural support of the building or structure and:	Bldg 1612.4.4 In addition to the requirements of ASCE 24, enclosed areas below the design flood elevation and
<p>The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code.</p> <p>The limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations.</p> <p>Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).</p> <p>Be not more than 299 square feet in total area, except for crawlspace foundations that have a wall height less than 36 inches.</p>	<p>The interior portion of such enclosed area shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code.</p> <p>Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).</p> <p>be not more than 299 square feet in area</p>	<p>shall not be partitioned or finished into separate rooms except for stairwells and elevators.</p> <p>shall be not more than 299 square feet in area</p>

Zone V R322.3.2 Elevation requirements.

6. Gutters and downspouts are required on any new commercial or residential buildings, including any new additions.

Chapter 94 FLOODPLAIN MANAGEMENT¹

Secs. 94-01—94-09. Reserved.

DIVISION 1. GENERAL

Sec. 94-10. Title.

These regulations shall be known as the *Floodplain Management Ordinance* of Madeira Beach, hereinafter referred to as "this chapter."

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-11. Scope.

The provisions of this chapter shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; installation or replacement of tanks; installation of swimming pools; and any other development.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-12. Intent.

The purposes of this chapter and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;

¹Editor's note(s)—Ord. No. 2016-11, § 2, adopted November 15, 2016, repealed the former ch. 94, §§ 94-51—94-72, and enacted a new ch. 94 as set out herein. The former ch. 94 pertained to similar subject matter and derived from Ord. No. 2011-05, § 1, 11-8-11.

County code reference—Floodplain management, ch. 158; flood damage prevention, § 170-101 et seq.

Cross reference(s)—Buildings and building regulations, ch. 14; environment, ch. 34; stormwater, § 70-136 et seq.; waterways, ch. 78; natural resources, ch. 98; zoning, ch. 110.

- (4) Minimize damage to public and private facilities and utilities;
- (5) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (6) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events;
- (7) Meet the requirements of the national flood insurance program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22; and
- (8) Protect human life and health and minimize the need for rescue and relief efforts associated with flooding.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-13. Coordination with the Florida Building Code.

This chapter is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-14. Warning.

The degree of flood protection required by this chapter and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the national flood insurance program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this chapter.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-15. Disclaimer of liability.

This chapter shall not create liability on the part of the city board of commissioners or by any officer or employee thereof for any flood damage that results from reliance on this chapter or any administrative decision lawfully made thereunder.

(Ord. No. 2016-11, § 2, 11-15-16)

Secs. 94-16—94-19. Reserved.

DIVISION 2. APPLICABILITY

Sec. 94-20. General.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-21. Areas to which this chapter applies.

This chapter shall apply to all flood hazard areas within Madeira Beach, as established in section 94-22.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-22. Basis for establishing flood hazard areas.

The flood insurance study for Pinellas County, Florida and incorporated areas dated August 24, 2021, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this chapter and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Community Services Department, 300 Municipal Drive, Madeira Beach, Florida 33708.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2021-06, § 1, 8-11-21)

Sec. 94-23. Submission of additional data to establish flood hazard areas.

To establish flood hazard areas and base flood elevations, pursuant to division 5 the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a state licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this chapter and, as applicable, the requirements of the Florida Building Code.
- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-24. Other laws.

The provisions of this chapter shall not be deemed to nullify any provisions of local, state or federal law.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-25. Abrogation and greater restrictions.

This chapter supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In

the event of a conflict between this chapter and any other ordinance, the more restrictive shall govern. This chapter shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this chapter.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-26. Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 2016-11, § 2, 11-15-16)

Secs. 97-27—97-29. Reserved.

DIVISION 3. DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

Sec. 94-30. Designation.

The community development director is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees or consultants and will be a certified floodplain manager (CFM) or consult with employees and/or consultants possessing such certification for all decisions requiring CFM approval.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2018-19, § 1, 1-8-19)

Sec. 94-31. General.

The floodplain administrator is authorized and directed to administer and enforce the provisions of this chapter. The floodplain administrator shall have the authority to render interpretations of this chapter consistent with the intent and purpose of this chapter and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this chapter without the granting of a variance pursuant to division 7 of this chapter.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-32. Applications and permits.

The floodplain administrator, in coordination with other pertinent offices of the community, shall:

- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this chapter;

- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
- (4) Provide available flood elevation and flood hazard information;
- (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
- (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this chapter is demonstrated, or disapprove the same in the event of noncompliance; and
- (8) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this chapter.

(Ord. No. 2016-11, § 2, 11-15-16)

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

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

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

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-34. Modifications of the strict application of the requirements of the Florida Building Code.

The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to division 7 of this chapter.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-35. Notices and orders.

The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this chapter.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-36. Inspections.

The floodplain administrator shall make the required inspections as specified in division 6 for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-37. Other duties of the floodplain administrator.

The floodplain administrator shall have other duties, including but not limited to:

- (1) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to section 94-33 of this chapter.
- (2) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, or flood hazard area boundaries; such submissions shall be made within six months of such data becoming available;
- (3) Review required design certifications and documentation of elevations specified by this chapter and the Florida Building Code and this chapter to determine that such certifications and documentations are complete;
- (4) Notify the FEMA when the corporate boundaries of Madeira Beach are modified; and
- (5) Advise applicants for new buildings and structures, including substantial improvements that are located in any unit of the coastal barrier resources system established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-38. Floodplain management records.

Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this chapter and the flood resistant construction requirements of the Florida Building Code, including flood insurance rate maps; letters of map change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this chapter; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this chapter and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at the Community Development and Building Departments, 300 Municipal Drive, Madeira Beach, Florida 33708 during normal business hours.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2018-19, § 1, 1-8-19)

Sec. 94-39. Reserved.***DIVISION 4. PERMITS*****Sec. 94-40. Permits required.**

Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this chapter, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this chapter and all other applicable codes and regulations has been satisfied.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-41. Floodplain development permits or approvals.

Floodplain development permits or approvals shall be issued pursuant to this chapter for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-42. Buildings, structures and facilities exempt from the Florida Building Code.

Pursuant to the requirements of federal regulation for participation in the national flood insurance program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this chapter:

- (1) Railroads and ancillary facilities associated with the railroad.

- (2) Nonresidential farm buildings on farms and as provided in Florida Statutes § 604.50.
- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in Florida Statutes § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the department of corrections to any prisoner in the state correctional system.
- (9) Structures identified in Florida Statutes § 553.73(10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2018-19, § 1, 1-8-19; Ord. No. 2021-06, § 1, 8-11-21)

Sec. 94-43. Application for a permit or approval.

To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the city. The information provided shall:

- (1) Identify and describe the development to be covered by the permit or approval.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan or construction documents as specified in division 5 of this chapter.
- (5) State the valuation of the proposed work consistent with values per square foot defined by a professional cost estimating software designated by the building official on an annual basis for that purpose, at the time of application with adjustments for building type.
- (6) Be signed by the applicant or the applicant's authorized agent.
- (7) Give such other data and information as required by the floodplain administrator.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2018-19, § 1, 1-8-19; Ord. No. 2021-06, § 1, 8-11-21)

Sec. 94-44. Validity of permit or approval.

The issuance of a floodplain development permit or approval pursuant to this chapter shall not be construed to be a permit for, or approval of, any violation of this chapter, the Florida Building Codes, or any other chapter of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-45. Expiration.

A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-46. Suspension or revocation.

The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this chapter or any other chapter, regulation or requirement of this community.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-47. Other permits required.

Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- (1) The Southwest Florida Water Management District; F.S. § 373.036.
- (2) Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065 and Ordinance 64E-6, F.A.C.
- (3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; F.S. § 161.141.
- (4) Florida Department of Environmental Protection for activities subject to the joint coastal permit; F.S. § 161.055.
- (5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
- (6) Federal permits and approvals.

(Ord. No. 2016-11, § 2, 11-15-16)

Secs. 94-48, 94-49. Reserved.***DIVISION 5. SITE PLANS AND CONSTRUCTION DOCUMENTS*****Sec. 94-50. Information for development in flood hazard areas.**

The site plan or construction documents for any development subject to the requirements of this chapter shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Boundary survey signed and sealed by a registered Florida Professional Surveyor showing improvements and topography, showing the delineation of flood hazard areas and flood zones (including, where applicable, the identification of the property within the Coastal A zone and mapped location of the Coastal A Zone if it affects only a portion of the property), base flood elevation(s), minimum lowest floor elevation or horizontal member, as appropriate, (BFE plus four feet of freeboard), and ground elevations if deemed by city official as necessary for review of the proposed development.
- (2) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
- (3) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (4) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the proper drainage.
- (5) Delineation of the coastal construction control line or notation that the site is seaward of the coastal construction control line, if applicable.
- (6) Extent of any proposed alteration of sand dunes or mangrove stands provided such alteration is approved by Florida Department of Environmental Protection.
- (7) Signed and county filed non-conversion agreement with stated right of inspection as a condition of final certificate of occupancy.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this chapter but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this chapter.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2018-19, § 1, 1-8-19; Ord. No. 2021-06, § 1, 8-11-21)

Sec. 94-51. Information in flood hazard areas without base flood elevations (approximate zone A).

The FIRM for the city does not show any zone A without base flood elevations.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-52. Additional analyses and certifications.

In addition to the requirements of this division, for activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zones A and V), the applicant shall submit an engineering analysis prepared, signed, and sealed by a state licensed engineer that demonstrates that the proposed alteration will not increase the potential for flood damage. Such analysis may include the analysis of the flood protection value of any proposed changes to structures on the property and shall be consistent in level, detail and scientific method to that used by FEMA to determine the flood resistance benefit of the sand dunes proposed for alteration.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2018-19, § 1, 1-8-19)

Sec. 94-53. Submission of additional data.

When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a state licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

(Ord. No. 2016-11, § 2, 11-15-16)

Secs. 94-54—94-59. Reserved.***DIVISION 6. INSPECTIONS*****Sec. 94-60. General.**

Development for which a floodplain development permit or approval is required shall be subject to inspection.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-61. Development other than buildings and structures.

The floodplain administrator shall inspect all development to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-62. Buildings, structures and facilities exempt from the Florida Building Code.

The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-63. Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.

Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator, the certification of elevation of the lowest floor prepared and sealed by a state licensed professional surveyor.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-64. Buildings, structures and facilities exempt from the Florida Building Code, final inspection.

As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in section 94-63 of this chapter.

(Ord. No. 2016-11, § 2, 11-15-16)

Secs. 94-65—94-69. Reserved.

DIVISION 7. VARIANCES AND APPEALS

Sec. 94-70. General.

Pursuant to Florida Statutes § 553.73(5), the special magistrate shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of this chapter that have been adopted in addition to the Florida Building Code and which are more stringent than the provisions of the Florida Building Code as relates to flood protection. Appeals must be filed within 30 days of issuance of official opinion or decision. This section does not apply to Section 3109 of the Florida Building Code, Building. The special magistrate cannot require the building official, licensed engineer or the certified floodplain manager to sign, certify or otherwise professionally authorize any action subject to their professional review and/or requiring signed, sealed or certified documents.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2018-19 , § 1, 1-8-19; Ord. No. 2021-06 , § 1, 8-11-21)

Sec. 94-71. Appeals.

The special magistrate shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this chapter. However, the special magistrate cannot require the building official, licensed engineer or the certified floodplain manager to sign, certify or otherwise professionally authorize any action subject to their professional review and/or requiring signed, sealed or certified documents. Any person aggrieved by the decision of the special magistrate may, within 30 days, appeal such decision to the circuit court, as provided by Florida Statutes.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2018-19 , § 1, 1-8-19)

Sec. 94-72. Limitations on authority to grant variances.

The special magistrate shall base his/her decisions on variances on technical justifications submitted by applicants, the considerations for issuance in section 94-75 of this chapter, the conditions of issuance set forth in section 94-76 of this chapter, and the comments and recommendations of the floodplain administrator, licensed engineer and the building official. The special magistrate has the right to attach such conditions as it deems necessary to further the purposes and objectives of this chapter. However, the special magistrate cannot require the building official, licensed engineer or the certified floodplain manager to sign, certify or otherwise professionally authorize any action subject to their professional review and/or requiring signed, sealed or certified documents.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2018-19, § 1, 1-8-19)

Sec. 94-73. Historic buildings.

A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building.

If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-74. Functionally dependent uses.

A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this chapter, provided the variance meets the requirements of section 94-72, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-75. Considerations for issuance of variances.

In reviewing requests for variances, the special magistrate shall consider all technical evaluations, all relevant factors, and all other applicable provisions of the Florida Building Code, this chapter, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-76. Conditions for issuance of variances.

Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this chapter or the required elevation standards;
- (2) Determination by the Special Magistrate that:
 - a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and chapters; and
 - c. The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25.00 for \$100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

(Ord. No. 2016-11, § 2, 11-15-16)

Secs. 94-77—94-79. Reserved.

DIVISION 8. VIOLATIONS

Sec. 94-80. Violations.

Any development that is not within the scope of the Florida Building Code but that is regulated by this chapter that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this chapter, shall be deemed a violation of this chapter. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this chapter or the Florida Building Code is presumed to be a violation until such time as that documentation is provided and any determined violation is corrected.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2018-19, § 1, 1-8-19)

Sec. 94-81. Authority.

For development that is not within the scope of the Florida Building Code but that is regulated by this chapter and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-82. Unlawful continuance.

Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-83. Further action permitted due to unresolved violations.

For violation(s) of the requirements of this chapter or the flood provisions of the Florida Building Code, the building official or the floodplain administrator may take action as cited within this Code and, if the violation is not resolved or corrected, such action may include submitting a request to the FEMA to remove the respective property's eligibility for flood insurance coverage through the NFIP.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-84. Penalties for violation.

Violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall be punishable for a non-criminal violation. Any person who violates this article or fails to comply with any of its requirements shall, upon adjudication therefore, be fined not more than \$500.00, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the floodplain administrator from taking such other lawful actions as are necessary to prevent or remedy any violation.

(Ord. No. 2016-11, § 2, 11-15-16)

Secs. 94-85—94-89. Reserved.

DIVISION 9. GENERAL DEFINITIONS

Sec. 94-90. Scope Definitions.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of used in this chapter shall be as defined in Chapter 82, have the meanings shown in this section. Where terms are not defined

in Chapter 82 and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code. Where terms are not defined in Chapter 82 or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-91. Terms defined in the Florida Building Code.

Where terms are not defined in this chapter and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-92. Terms not defined.

Where terms are not defined in this chapter or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-93. Definitions.

Accessory structure means a structure on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For floodplain management purposes, the term includes only accessory structures used for parking and storage.

Appeal means a request for a review of the Floodplain Administrator's interpretation of any provision of this chapter.

ASCE 24 means a standard titled *Flood-Resistant Design and Construction* that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood means a flood having a one-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "one-percent annual chance flood."

Base flood elevation means the elevation of the base flood, including wave height, relative to the national geodetic vertical datum (NGVD), North American vertical datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). [Also defined in FBC, B, Section 202.]

Basement means the portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202.]

Breakaway wall means a partition or wall that is independent of supporting structural members and that is intended to withstand design wind forces but to collapse from a water load less than that which would occur during the base flood, without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system.

Coastal A Zone means area within a special flood hazard area, landward of a V zone or landward of an open coast without mapped coastal high hazard areas. In a coastal A zone, the principal source of flooding must be astronomical tides, storm surges, seiches or tsunamis, not riverine flooding. During the base flood conditions, the potential for breaking wave height shall be greater than or equal to one and one-half feet (457 mm). The inland limit of the coastal A zone is (a) the limit of moderate wave action if delineated on a FIRM, or (b) designated by the authority having jurisdiction.

Coastal construction control line means the line established by the state pursuant to Florida Statutes § 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V zones" and are designated on Flood Insurance Rate Maps (FIRM) as zone V1-V30, VE, or V. [Also defined in FBC, B, Section 202.]

Conditional Letter of Map Revision (CLOMR) means a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Design flood means the flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) Area with a floodplain subject to a one-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. [Also defined in FBC, B, Section 202.]

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure means any buildings and structures for which the "start of construction" commenced before May 7, 1971. [Also defined in FBC, B, Section 202.]

Federal emergency management agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the national flood insurance program.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

Flood hazard area means the greater of the following two areas: [Also defined in FBC, B, Section 202.]

(1) The area within a floodplain subject to a one percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM) means the official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

Flood insurance study (FIS) means the official report provided by the federal emergency management agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

Floodplain administrator means the office or position designated and charged with the administration and enforcement of this chapter (may be referred to as the floodplain manager).

Floodplain development permit or approval means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this chapter.

Florida Building Code means the family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Freeboard means a level higher than the base flood elevation. It is a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. Freeboard compensates for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action or the hydrological effect of urbanization on the watershed. [The City] of Madeira Beach requires four feet of freeboard above base flood elevation.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure means any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

Letter of map change (LOMC) means an official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

Letter of map amendment (LOMA) means an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of map revision (LOMR) means a revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of map revision based on fill (LOMR-F) means a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Light-duty truck means as defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Limit of moderate wave action means [a] line shown on FIRMs to indicate the inland limit of the one and one-half foot (457 mm) breaking wave height during the base flood.

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.]

Manufactured home means a structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C 1.0101, F.A.C.]

Market value means the value of buildings and structures, excluding the land and other improvements on the parcel. Market is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or the "just value" of the structure, developed by the Pinellas County Property Appraiser's Office (PAO) for ad valorem taxation purposes, adjusted to approximate market value, as determined by the PAO.

New construction means, for the purposes of administration of this chapter and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after May 7, 1971 and includes any subsequent improvements to such structures.

Nonconversion agreement means a form provided by the floodplain administrator to be signed by the owner and recorded on the property deed in official records of the clerk of courts, for the owner to agree not to convert or modify in any manner that is inconsistent with the terms of the building permit and these regulations, enclosures below elevated buildings.

Recreational vehicle means a vehicle, including a park trailer, which is: [See Florida Statutes § 320.01]

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. All of Madeira Beach is located in a special flood hazard area. [Also defined in FBC, B, Section 202.]

Start of construction means the date of issuance of permits for new construction and substantial improvements structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction

means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns,

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B, Section 202.]

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

Substantial improvement means any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a one-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the "start of construction" of the improvement. For each building or structure, the one-year period begins on the date of the first permit issued for improvement or repair subsequent to November 15, 2016. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions;

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance means a grant of relief from the requirements of this chapter, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this chapter or the Florida Building Code.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2021-06, § 1, 8-11-21; Ord. No. 2022-02, § 1, 2-9-22)

Secs. 94-94 94-91—94-99. Reserved.

DIVISION 10. FLOOD RESISTANT DEVELOPMENT

ARTICLE I. BUILDINGS AND STRUCTURES

Sec. 94-100. Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*.

Pursuant to section 94-42 of this chapter, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of division 10, article V of this chapter.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-101. Buildings and structures seaward of the coastal construction control line.

If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

- (1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code, Building* Section 3109 and Section 1612 or *Florida Building Code, Residential* Section R322.
- (2) Minor structures and non-habitable major structures as defined in F.S. § 161.54, shall be designed and constructed to comply with the intent and applicable provisions of this chapter and ASCE 24.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-102. At-grade accessory structures.

At-grade accessory structures are permitted provided the accessory structures are used only for parking or storage and:

- (1) If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 600 square feet and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.
- (2) If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than 100 square feet.
- (3) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.
- (4) Have flood damage-resistant materials used below the base flood elevation plus one foot.
- (5) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one foot.

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

In accordance with the chapter 110, Zoning, permitted uses and special exceptions do not include manufactured homes or occupied recreational vehicles.

(Ord. No. 2022-02 , § 2, 2-9-22)

Sec. 94-104. Florida Building Code amendments.

Sec. 94-105. Determination of Base Flood Elevation.

For the purpose of this chapter and application of the Florida Building Code, unless otherwise approved by the Floodplain Administrator, the base flood elevation shall be 0.4 ft higher than the base flood elevation specified on the Flood Insurance Rate Map.

Secs. 94-104—94-109. Reserved.

ARTICLE II. SUBDIVISIONS

Sec. 94-110. Minimum requirements.

Subdivision proposals shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in all special flood hazards areas adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2021-06, § 1, 8-11-21)

Sec. 94-111. Subdivision plats.

Where any portion of proposed subdivisions lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, flood zones, base flood elevation(s), and minimum lowest floor elevations for A Zone and minimum lowest horizontal member for Coastal A Zone and V Zone (BFE plus four feet of freeboard), as appropriate, shall be shown on preliminary plats;
- (2) Compliance with the site improvement and utilities requirements of division 10, article III of this chapter.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2018-19, § 1, 1-8-19; Ord. No. 2021-06, § 1, 8-11-21)

Secs. 94-112—94-119. Reserved.

ARTICLE III. SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS

Sec. 94-120. Minimum requirements.

All proposed new development shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

- (3) Adequate drainage is provided to reduce exposure to flood hazards; in all special flood hazard areas adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2021-06, § 1, 8-11-21)

Sec. 94-121. Sanitary sewage facilities.

All new and replacement sanitary sewage facilities, and private sewage treatment plants (including all pumping stations and collector systems), shall be designed in accordance with ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2021-06, § 1, 8-11-21)

Sec. 94-122. Water supply facilities.

All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-123. Limitations on placement of fill.

~~Subject to the limitations of this chapter, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour.~~

~~(1) Where permitted by the Florida Building Code, structural fill shall be permitted only to elevate buildings and structures essential for emergency management support when the amount of fill is the minimum necessary and the placement and compaction of fill complies with the requirements of the Florida Building Code. For new construction of buildings and structures essential for emergency management support, fill placed to provide access shall not exceed 18 inches above the crown of the adjacent roadway. If intended to support buildings and structures (Zone A only, excluding Coastal A Zone), fill shall comply with the requirements of the Florida Building Code.~~

~~(2) Not more than 24 inches of nonstructural fill may be permitted to provide for drainage and to harmonize with adjacent grades.~~

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2018-19, § 1, 1-8-19; Ord. No. 2021-06, § 1, 8-11-21)

Sec. 94-124. Limitations on sites in coastal high hazard areas (Zone V) and Coastal A Zones.

In coastal high hazard areas (Zone V) and Coastal A Zones, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by section 94-52 of this chapter demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with section 94-144(3) of this chapter.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2021-06, § 1, 8-11-21)

Editor's note(s)—Ord. No. 2021-06 , § 1, adopted Aug. 11, 2021, amended § 94-124 and in doing so changed the title of said section from "Limitations on sites in coastal high hazard areas (Zone V)" to "Limitations on sites in coastal high hazard areas (Zone V) and Coastal A Zones," as set out herein.

Secs. 94-125—94-129. Reserved.

ARTICLE IV. TANKS

Sec. 94-130. Underground tanks.

Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty. Septic tanks are prohibited.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2021-06 , § 1, 8-11-21)

Sec. 94-131. Above-ground tanks, not elevated.

Above-ground tanks that do not meet the elevation requirements of section 94-132 of this chapter shall:

- (1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
- (2) Not be permitted in coastal high hazard areas (Zone V and Coastal A Zones).

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2021-06 , § 1, 8-11-21)

Sec. 94-132. Above-ground tanks, elevated.

Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-133. Tank inlets and vents.

Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Ord. No. 2016-11, § 2, 11-15-16)

Secs. 94-134—94-139. Reserved.

ARTICLE V. OTHER DEVELOPMENT

Sec. 94-140. General requirements for other development.

All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this chapter or the *Florida Building Code*, shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- (3) Be constructed of flood damage-resistant materials; and
- (4) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

(Ord. No. 2016-11, § 2, 11-15-16)

Sec. 94-141. Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V) and Coastal A Zones.

In coastal high hazard areas (Zone V) and Coastal A Zones, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

- (1) Structurally independent of the foundation system of the building or structure;
- (2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
- (3) Have a maximum slab thickness of not more than four inches.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2021-06, § 1, 8-11-21)

Editor's note(s)—Ord. No. 2021-06, § 1, adopted Aug. 11, 2021, amended § 94-141 and in doing so changed the title of said section from "Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V)" to "Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V) and Coastal A Zones," as set out herein.

Sec. 94-142. Decks and patios in coastal high hazard areas (Zone V) and Coastal A Zones.

In addition to the requirements of the Florida Building Code, in coastal high hazard areas (Zone V) and Coastal A Zones decks and patios shall be located, designed, and constructed in compliance with the following:

- (1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
- (2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
- (3) A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
- (4) A deck or patio that has a vertical thickness of 12 inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2021-06, § 1, 8-11-21)

Editor's note(s)—Ord. No. 2021-06, § 1, adopted Aug. 11, 2021, amended § 94-142 and in doing so changed the title of said section from "Decks and patios in coastal high hazard areas (Zone V)" to "Decks and patios in coastal high hazard areas (Zone V) and Coastal A Zones," as set out herein.

Sec. 94-143. Other development in coastal high hazard areas (Zone V) and Coastal A Zones.

In coastal high hazard areas (Zone V) and Coastal A Zones, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include, but are not limited to:

- (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
- (2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
- (3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2021-06, § 1, 8-11-21)

Editor's note(s)—Ord. No. 2021-06, § 1, adopted Aug. 11, 2021, amended § 94-143 and in doing so changed the title of said section from "Other development in coastal high hazard areas (Zone V)" to "Other development in coastal high hazard areas (Zone V) and Coastal A Zones," as set out herein.

Sec. 94-144. Nonstructural fill in coastal high hazard areas (Zone V) and Coastal A Zones.

In coastal high hazard areas (Zone V) and Coastal A Zones:

- (1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
- (2) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
- (3) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

(Ord. No. 2016-11, § 2, 11-15-16; Ord. No. 2021-06 , § 1, 8-11-21)

Editor's note(s)—Ord. No. 2021-06 , § 1, adopted Aug. 11, 2021, amended § 94-144 and in doing so changed the title of said section from "Nonstructural fill in coastal high hazard areas (Zone V)" to "Nonstructural fill in coastal high hazard areas (Zone V) and Coastal A Zones," as set out herein.

Secs. 94-145—94-150. Reserved.



Memorandum

Meeting Details: July 24, 2024 – Board of Commissioners Workshop Meeting
Prepared For: Hon. Mayor Brooks and the City of Madeira Beach Board of Commissioners
Staff Contact: Madeira Beach Community Development Department
Subject: John's Pass Village Activity Center Zoning

Background

The City of Madeira Beach Board of Commissioners adopted Ordinance 2023-01 (John's Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending FLUM to add John's Pass Village Activity Center) on March 13, 2024. These ordinances updated the Madeira Beach Comprehensive Plan and Future Land Use Map. Ordinance 2023-01 and Ordinance 2023-02 did not change the Land Development Regulations (LDRs) in the Madeira Beach Code of Ordinances or amend the Madeira Beach Zoning Map. The Madeira Beach Code of Ordinances LDRs and Madeira Beach Zoning Map must be amended within one (1) year of the adoption of the John's Pass Village (JPV) Activity Center Plan and amendment to the City's Future Land Use Map.

Discussion

The City of Madeira Beach Community Development Department held three JPV Zoning Public Workshops on April 13th, April 18th, and April 20th. City staff presented each character district to explain the characteristics, existing structures, and current zoning requirements. Participants were broken up into groups, each group discussed potential zoning requirements and important features around each character district. In general participants preferred the following concepts:

- Protect the existing built environment and characteristics of JPV and nearby neighborhoods.
- Maintain height limits similar to existing built structures, but do not increase height limits to be as high as previously approved Planned Developments or variances.
- Focus on pedestrian friendly designs that enhance walkability.

Based on feedback from these workshops, city staff developed Ordinance 2024-09 (Creating Appendix D to establish the JPV Activity Center Development Standards). Multiple ordinances need to be created and adopted to implement the JPV Special Area Plan: create the new development standards (Ordinance 2024-09), recategorize and rename the zoning district that will refer to these new development standards (Ordinance 2024-10), rezone the entire JPV Activity Center area (Ordinance 2024-11), and remove and reserve the zoning district that is no longer used (Ordinance 2024-12).

Appendix D, the new JPV Activity Center Development Standards, has been reviewed and revised multiple times with the Planning Commission and BOC at workshops. Staff is bringing all four ordinances to the August 5, 2024, Planning Commission meeting for recommendation, after Planning Commission recommendation the first reading and public hearing for all ordinances related to John's Pass Village Activity Center Zoning will go before the BOC.

Fiscal Impact

N/A

Recommendation(s)

Input from the BOC on the four ordinances related to John's Pass Village Activity Center Zoning.

Attachments/Corresponding Documents

Ordinance 2024-09 (Creating Appendix D to establish the John's Pass Village Activity Center Development Standards)

Ordinance 2024-10 (Amending C-1 to refer to Appendix D)

Ordinance 2024-11 (Rezoning the John's Pass Village Activity Center area to C-1)

Ordinance 2024-12 (Amending to C-2 to reserved)

ORDINANCE 2024-09

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH TO ADOPT APPENDIX D TO ESTABLISH THE JOHN'S PASS ACTIVITY CENTER DEVELOPMENT STANDARDS; PROVIDING THAT SAID STANDARDS SHALL REGULATE DEVELOPMENT IN THE JOHN'S PASS VILLAGE DISTRICT; PROVIDING FOR PERMITTED, ACCESSORY AND SPECIAL EXCEPTION USES; PROVIDING FOR BUILDING SITE AREA REQUIREMENTS; PROVIDING FOR SETBACK REQUIREMENTS; PROVIDING FOR RESIDENTIAL, VACATION RENTAL AND TEMPORARY LODGING USE DENSITY; PROVIDING FOR MAXIMUM BUILDING HEIGHT; PROVIDING FOR MAXIMUM FLOOR AREA RATIO; PROVIDING FOR IMPERVIOUS SURFACE RATIO; PROVIDING FOR ALTERNATIVE TEMPORARY LODGING USE STANDARDS; PROVIDING FOR DESIGN STANDARDS AND GUIDELINES; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the John's Pass Village Activity Center Special Area Plan requires updates to the Madeira Beach Land Development Code to have consistent development standards; and

WHEREAS, to accomplish the stated intent City staff recommended changes to the C-1 Tourist Commercial District by renaming the district and replacing the development standards set forth in Sections 110-257 through 110-265 with Appendix D -John's Pass Village Activity Center Development Standards; and

WHEREAS, Appendix D -John's Pass Village Activity Center Development Standards will establish the regulations and means to preserve and rebuild the existing character, uses, and density and intensity of John's Pass Village; and

WHEREAS, Appendix D -John's Pass Village Activity Center Development Standards will include creating six Character Districts: Boardwalk, Commercial Core, John's Pass Resort, Low Intensity Mixed Use, Traditional Village, and Transitional; and

WHEREAS, each Character District within the John's Pass Village Activity Center has specific regulations related to development standards; and

WHEREAS, the John's Pass Village Activity Center Development Standards will regulate permitted uses, accessory uses, special exception uses, building site area requirements, setback requirements, density, maximum building height, intensity, impervious surface ratio, design standards, and design guidelines; and

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

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

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

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

Section 1. That Appendix D -John's Pass Village Activity Center Development Standards is added to the Madeira Beach Code of Ordinances and shall read as follows:

Appendix D -John's Pass Village Activity Center Development Standards

Division 1. General Provisions

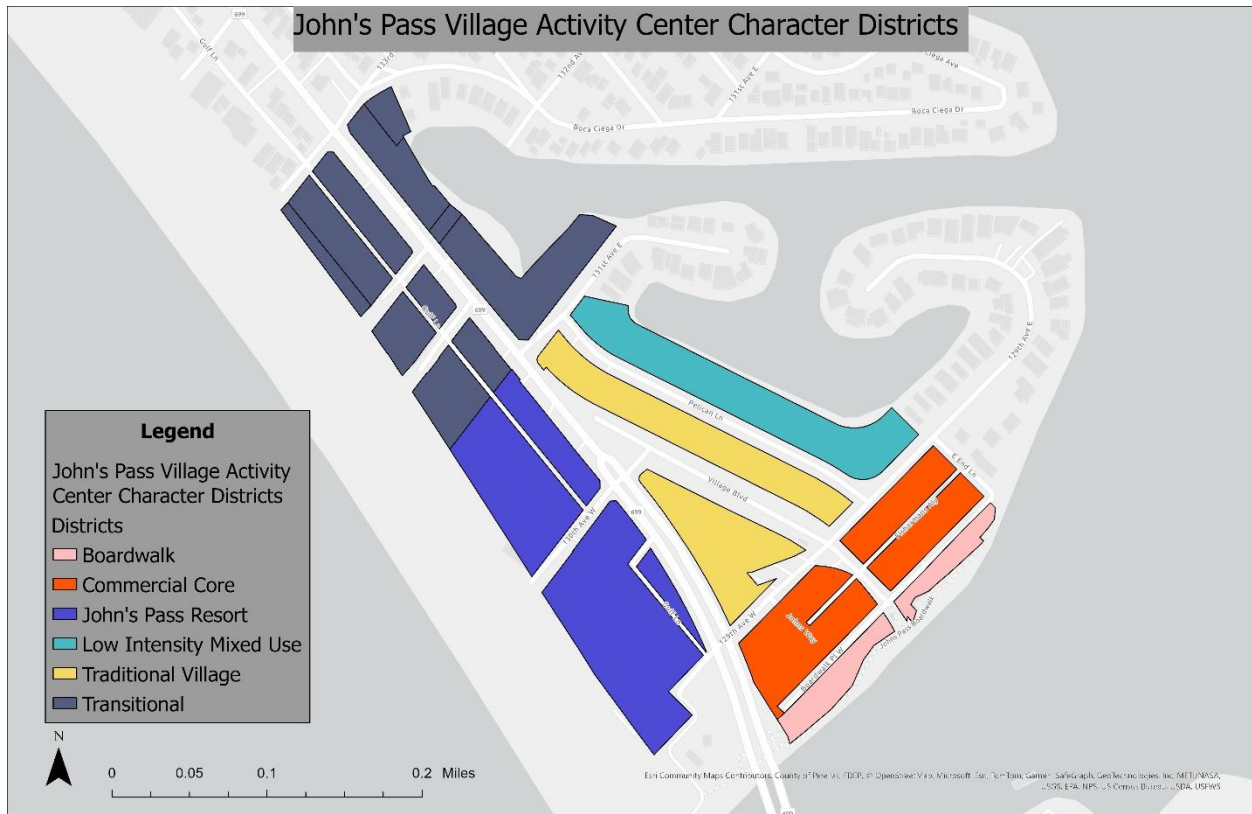
Section D-101. – Definition; Purpose and Intent.

The John's Pass Village Activity Center Development Standards are land development regulations that establish the regulations and means to preserve and rebuild the existing character, uses, and density and intensity of John's Pass Village. The John's Pass Village Activity Center Development Standards are a comprehensive attempt to memorialize the character and function of this tourist, commercial, and cultural center, and to provide for future enhancement and revitalization.

Section D-102. – Relation to the Comprehensive Plan, Zoning District, and Character Districts.

The C-1 John's Pass Village Activity Center Zoning District correlates with the Activity Center future land use category of the City Madeira Beach Comprehensive Plan and Activity Center plan category in the Countywide Plan. The John's Pass Village Activity Center Zoning District has six Character Districts with specific regulations that reflect the uniqueness of each area.

Figure 1. Character Districts



Section D-103. – Permitted Uses.

Subject to the provisions or restrictions contained in this section and elsewhere in this Code, permitted uses in the John's Pass Village District are as follows:

- 1) **Boardwalk:**
 - a. Personal service, office, and office support, excluding drive-through windows.
 - b. Retail commercial, business service, and commercial, excluding drive-through windows.
 - c. Restaurants, excluding drive-through windows.
 - d. Commercial recreation.
 - e. Commercial fishing activities and working waterfront.
 - f. Charter and party boat operations.
- 2) **Commercial Core:**
 - a. Residential and vacation rental located above first floor commercial use.
 - b. Temporary lodging located above first floor commercial use.
 - c. Personal service, office, and office support, excluding drive-through windows.
 - d. Retail commercial, business service, and commercial, excluding drive-through windows.
 - e. Restaurants, excluding drive-through windows.
 - f. Commercial recreation.
- 3) **John's Pass Resort:**
 - a. Residential and vacation rental.
 - b. Temporary lodging.
 - c. Publicly owned or operated parks and recreation areas.
 - d. Institutional.
- 4) **Low Intensity Mixed Use:**

- a. Residential and vacation rental.
- b. Temporary lodging.
- c. Publicly owned or operated parks and recreation areas.
- d. Institutional.
- 5) Traditional Village:
 - a. Residential and vacation rental located above first floor commercial use.
 - b. Temporary lodging located above first floor commercial use.
 - c. Personal service, office, and office support, excluding drive-through windows.
 - d. Retail commercial, business service, and commercial, excluding drive-through windows.
 - e. Restaurants, excluding drive-through windows.
 - f. Commercial recreation.
- 6) Transitional:
 - a. Residential and vacation rental.
 - b. Temporary lodging.
 - c. Publicly owned or operated parks and recreation areas.
 - d. Institutional.
 - e. Retail commercial, personal service, business service, and restaurants only on the east side of Gulf Boulevard.

Section D-104. – Accessory uses.

The accessory uses in the John's Pass Village District are as follows:

- 1) Boardwalk:
 - a. Off-street parking.
 - b. Nonresidential signs.
 - c. Essential services.
 - d. Other customary accessory uses ancillary to the principal uses.
- 2) Commercial Core:
 - a. Swimming pools or cabanas used as bath houses.
 - b. Essential services.
 - c. Nonresidential signs.
 - d. Off-street parking and loading.
- 3) John's Pass Resort:
 - a. Restaurants, excluding drive-through windows only allowed up to 20 percent of the total building floor area ratio.
 - b. Retail commercial and business service, excluding drive-through windows only allowed up to 20 percent of the total building floor area ratio.
 - c. Swimming pools or cabanas used as bath houses.
 - d. Home occupation.
 - e. Private garages and carports.
- 4) Low Intensity Mixed Use:
 - a. Swimming pools or cabanas used as bath houses.
 - b. Home occupation.
 - c. Private garages and carports.
- 5) Traditional Village:
 - a. Swimming pools or cabanas used as bath houses.
 - b. Essential services.

- c. Nonresidential signs.
- d. Off-street parking and loading.
- 6) Transitional:
 - a. East side of Gulf Boulevard
 - i. Restaurants, excluding drive-through windows.
 - ii. Retail commercial and business service, excluding drive-through windows.
 - iii. Off-street parking and loading/unloading.
 - iv. Boat slips associated with a permitted business use, not for rental or commercial marine activities
 - v. Other accessory uses customarily permitted.
 - b. West side of Gulf Boulevard
 - i. Swimming pools or cabanas used as bath houses.
 - ii. Home occupation.
 - iii. Private garages and carports, only allowed on the west side of Gulf Boulevard.
 - iv. Other accessory uses customarily permitted.
 - v. Retail commercial, personal service, business service, and restaurants excluding drive-through windows only allowed up to 20 percent of the building floor area ratio.

Section D-105.- Special exception uses.

Upon application for a special exception to the special magistrate and favorable action thereon, the following uses may be permitted in the John's Pass Village District:

- 1) Boardwalk:
 - a. Exhibition of reptiles by permit.
 - b. Open rooftop use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.
- 2) Commercial Core:
 - a. Exhibition of reptiles by permit.
 - b. Private social, recreational or fraternal clubs and organizations.
 - c. Publicly owned or operated parks or recreation areas.
 - d. Stand-alone parking lots and parking garages as a principal use.
 - e. Open rooftop use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.
- 3) John's Pass Resort:
 - a. Retail commercial, restaurant, and personal service uses as a stand-alone use. Stand-alone commercial by special exception use can only front Gulf Boulevard.
 - b. Public service facilities.
 - c. Commercial recreation.
 - d. Open rooftop use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.
- 4) Low Intensity Mixed Use:
 - a. Restaurants, excluding drive-through windows.
 - b. Retail commercial and business service, excluding drive-through windows.
 - c. Commercial recreation.
 - d. Open rooftop use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.

- 5) Traditional Village:
 - a. Exhibition of reptiles by permit.
 - b. Private social, recreational or fraternal clubs and organizations.
 - c. Publicly owned or operated parks or recreation areas.
 - d. Stand-alone parking lots and parking garages as a principal use.
 - e. Open rooftop use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.
- 6) Transitional:
 - a. Public service facilities.
 - b. Commercial recreation.
 - c. Open rooftop use, if commercial use or accessible to more than one temporary lodging, vacation rental, or residential unit.
 - d. Outdoor storage areas, provided that the outdoor storage use is an accessory use, does not exceed 20 percent of the area of the building that is principal use on the site, and can only be on the east side of Gulf Boulevard.

Section D-106. -Building site area requirements.

The minimum building site area requirements are as follows:

- 1) Boardwalk:
 - a. Lot width: 40 feet.
 - b. Lot depth: 50 feet.
- 2) Commercial Core:
 - a. Lot width: 40 feet.
 - b. Lot depth: 80 feet.
- 3) John's Pass Resort:
 - a. Single-family, duplex, triplex: 40 feet in lot width.
 - b. Multifamily and temporary lodging: 60 feet in lot width.
 - c. Stand-alone commercial: 60 feet in lot width.
- 4) Low Intensity Mixed Use:
 - a. Single-family, duplex, triplex: 40 feet in lot width.
 - b. Multifamily and temporary lodging: 60 feet in lot width.
- 5) Traditional Village:
 - a. Lot width: 40 feet.
 - b. Lot depth: 75 feet.
- 6) Transitional:
 - a. Single-family, duplex, triplex: 40 feet in lot width.
 - b. Multifamily and temporary lodging: 60 feet in lot width.
 - c. Stand-alone commercial: 60 feet in lot width.
 - d. Public service facilities: shall not exceed a maximum of five acres. Like uses or contiguous like uses in excess of this threshold shall require the parcel to be amended to the P-SP zoning district and the appropriate land use category.

Section D-107. – Setback requirements.

The following minimum and maximum setbacks shall apply in the John's Pass Village District:

- 1) Boardwalk:

- a. Front yard (Boardwalk Place): 10 feet.
 - b. Side yard:
 - i. Lots equal to or less than 60 feet wide: 0 feet.
 - ii. Lots greater than 60 feet wide: 5-foot setback on one side.
 - c. Rear yard or waterfront yard: no setback, however access to the "tie-backs" supporting seawalls must be provided for maintenance.
 - d. For multiple story buildings, a ten-foot minimum step back behind the front facade of the building shall be required for stories above the second story for portions of a building facing or bordering a public right-of-way.
- 2) Commercial Core:
- a. Front yard:
 - i. Buildings one story high: 0 feet minimum to 10 feet maximum.
 - ii. Buildings two or more stories high: 10-foot setback with either a structured arcade or covered walkway allowed in the setback or awning over the 10-foot setback. The second floor and above may have a structured porch within the setback.
 - iii. Awnings may protrude into the public right-of-way a maximum of four feet, with the liability and maintenance on the property owner.
 - b. Side yard:
 - i. Lots less than 100 feet wide: none
 - ii. Lots 100 feet wide or greater: 10 feet on one side.
 - iii. For corner lots with a side yard along a street, the side setback along the street must be 10 feet.
 - c. Rear yard: 20 feet.
 - d. For multiple story buildings, a ten-foot minimum step back behind the primary facade of the building shall be required for stories above the second floor for portions of a building facing or bordering a public right-of-way.
- 3) John's Pass Resort:
- a. Front yard:
 - i. Single-family, duplex, and triplex: 20 feet.
 - ii. Multifamily and temporary lodging: 25 feet.
 - b. Rear yard:
 - i. The rear setback for lots less than 100 feet long is 18 feet.
 - ii. The rear setback for lots more than 100 feet long is 25 feet.
 - c. Waterfront rear yard: For lots on the Gulf of Mexico, the setback shall be landward of the county coastal control line.
 - d. Side yard:
 - i. Single-family, duplex, and triplex:
 - 1) Lots less than 50 feet in width, the minimum side yard setback is five feet.
 - 2) Lots 51 feet or greater in width, the minimum total side yard setback is 15 feet with a minimum of 7 feet on either side.
 - ii. Multifamily, temporary lodging, and retail commercial:
 - 1) The minimum side yard setback is ten feet for lots less than 120 feet wide.

- 2) For lots between 120 to 240 feet wide, the minimum side yard setback is 15 feet.
 - 3) For lots wider than 240 feet, the minimum side yard setback is 20 feet.
 - e. For multiple floor buildings, a ten-foot minimum step back behind the primary facade of the building shall be required for floors above the third floor for portions of a building facing or bordering a public right-of-way.
- 4) Low Intensity Mixed Use:
 - a. Front yard: 20 feet.
 - b. Rear yard: 18 feet.
 - c. Side yard:
 - i. Lots equal to or less than 50 feet wide: 5 feet on each side.
 - ii. Lots greater than 50 feet wide: 10 feet on each side.
 - d. For multiple story buildings, a ten-foot minimum step back behind the primary facade of the building shall be required for floors above the third floor for portions of a building facing or bordering a public right-of-way.
- 5) Traditional Village:
 - a. Front yard: 0 feet minimum to 10 feet maximum.
 - b. Rear yard: 10 feet.
 - c. Side yard:
 - i. 0 feet.
 - ii. For lots with a side yard along a street, the side setback must be 10 feet along a street.
 - d. For multiple story buildings, a ten-foot minimum step back behind the primary facade of the building shall be required for stories above the second story for portions of a building facing or bordering a public right-of-way. Open access and use may be within this setback.
 - e. Awnings may protrude in the public right-of-way a maximum of 4 feet.
- 6) Transitional:
 - a. Front yard:
 - i. Single-family, duplex, and triplex: 20 feet.
 - ii. Multifamily, temporary lodging, and commercial: 20 feet.
 - b. Rear yard:
 - i. Lots equal to or shorter than 100 feet in length: 18 feet.
 - ii. Lots greater than 100 feet in length: 25 feet.
 - iii. Waterfront lots on the Gulf of Mexico: landward of the county coastal control line (CCCL).
 - c. Side yard:
 - iii. Single-family, duplex, and triplex:
 - 1) Lots less than 50 feet in width, the minimum side yard setback is five feet.
 - 2) Lots 51 feet or greater in width, the minimum total side yard setback is 15 feet with a minimum of 7 feet on either side.
 - iv. Multifamily, temporary lodging, and retail commercial:
 - 1) The minimum side yard setback is ten feet for lots less than 120 feet wide.
 - 2) For lots wider than 120 feet but less than 240 feet, the minimum side yard setback is 15 feet.
 - 3) For lots wider than 240 feet, the minimum side yard setback is 20 feet.

- d. For multiple story buildings, a ten-foot minimum step back behind the primary facade of the building shall be required for floors above the third floor for portions of a building facing or bordering a public right-of-way.

Section D-108. – Residential, vacation rental, and temporary lodging use density.

The following maximum densities are measured in units per acre and must also fall within the floor area ratio maximums allowed (Section D-109). If using the alternative temporary lodging use standards see Section D-110.

- 1) Boardwalk:
 - a. Residential and vacation rental: 0 units per acre.
 - b. Temporary lodging: 0 units per acre.
- 2) Commercial Core:
 - a. Residential and vacation rental: 15 units per acre.
 - b. Temporary lodging: 60 units per acre.
 - c. Alternative temporary lodging use standards:
 - i. Lot area is less than one acre: 75 units per acre.
 - ii. Lot area is more than one acre: 87 units per acre.
- 3) John's Pass Resort:
 - a. Residential and vacation rental: 18 units per acre.
 - b. Temporary lodging: 60 units per acre.
 - c. Alternative temporary lodging use standards: 75 units per acre.
- 4) Low Intensity Mixed Use:
 - a. Residential and vacation rental: 18 units per acre.
 - b. Temporary lodging: 40 units per acre.
 - c. Alternative temporary lodging use standards: 60 units per acre.
- 5) Traditional Village:
 - a. Residential and vacation rental: 15 units per acre.
 - b. Temporary lodging: 45 units per acre.
- 6) Transitional:
 - a. Residential and vacation rental: 18 units per acre.
 - b. Temporary lodging: 50 units per acre.
 - c. Alternative temporary lodging use standards: 75 units per acre.

Figure 2. Maximum Residential Density

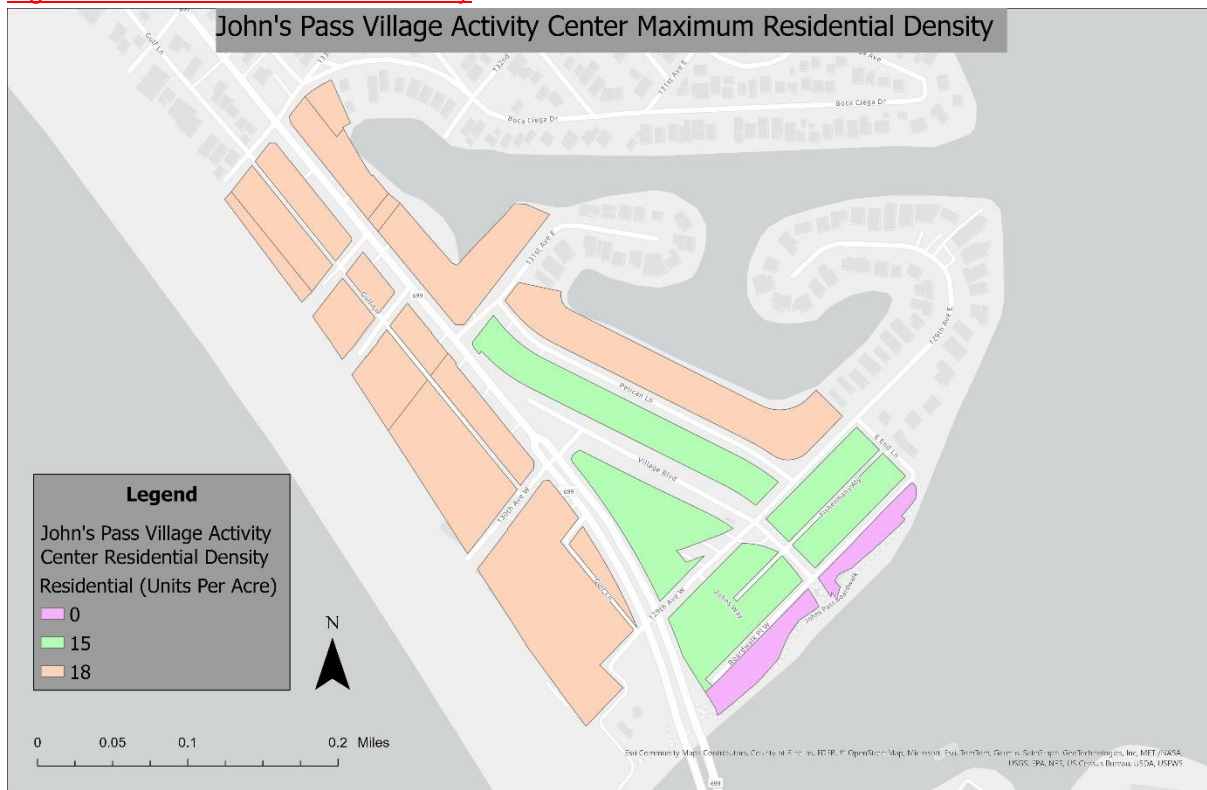
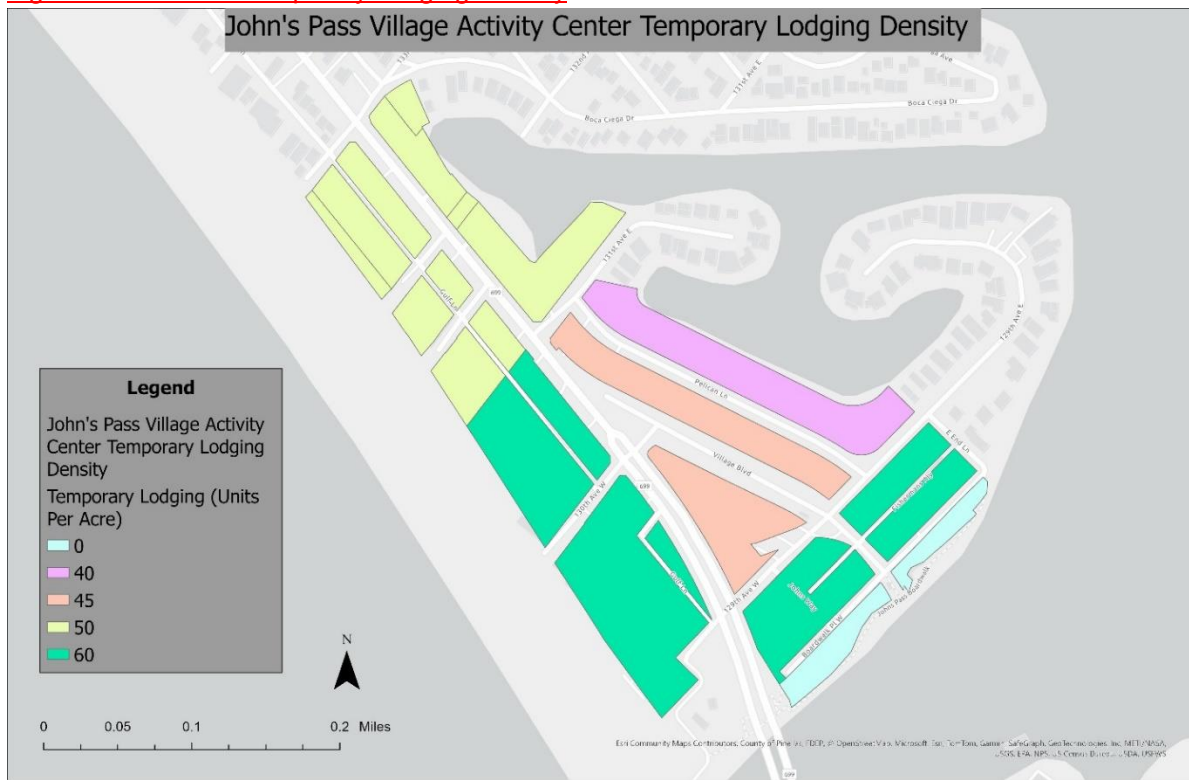


Figure 3. Maximum Temporary Lodging Density

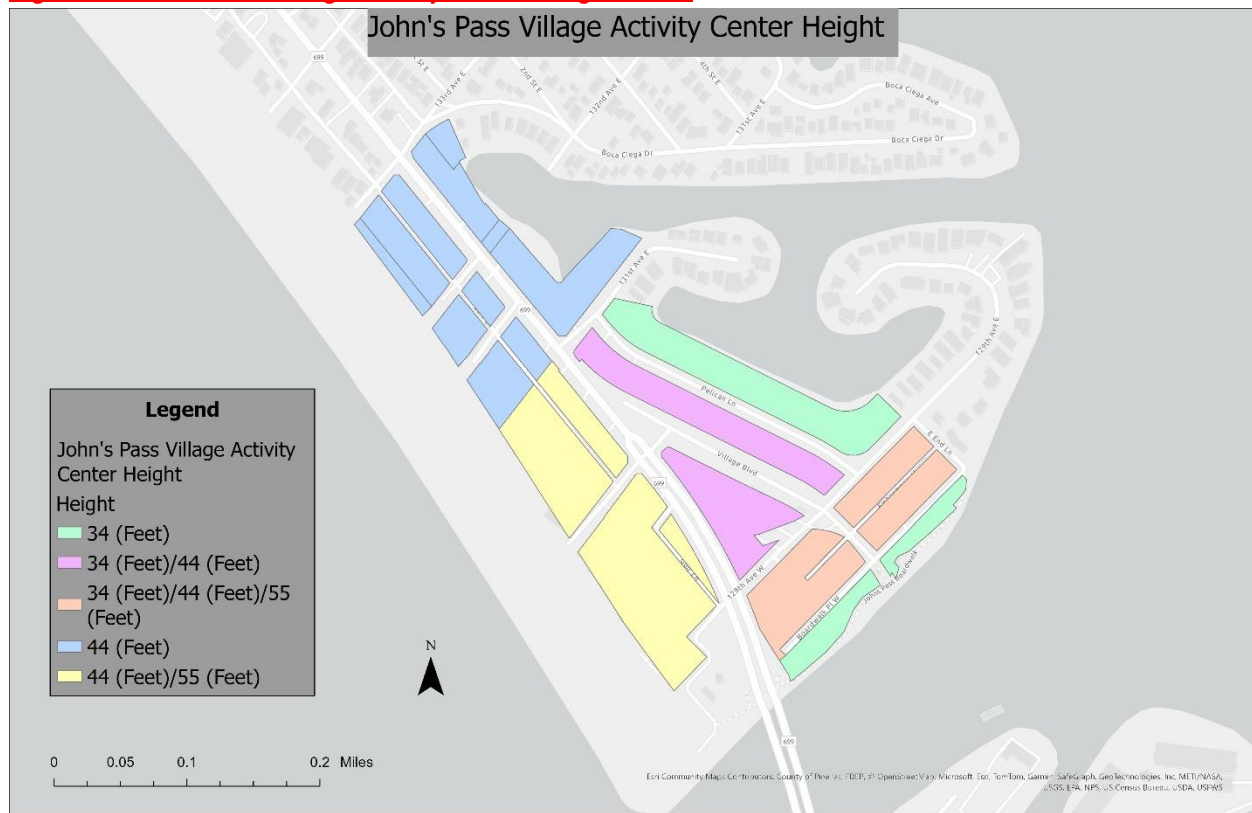


Section D-109. – Maximum building height.

The following maximum building heights are measured from Design Flood Elevation in the John's Pass Village District to the eave line of the building:

- 7) Boardwalk: 34 feet
- 8) Commercial Core:
 - a. Lots equal to or less than ¼ acre in size: 34 feet.
 - b. Lots between ¼ to ½ acre in size: 44 feet.
 - c. Lots equal to or larger than ½ acre in size: 55 feet.
- 9) John's Pass Resort:
 - a. Lots equal to or less than ½ acre in size: 44 feet.
 - b. Lots greater than ½ acre in size: 55 feet.
- 10) Low Intensity Mixed Use: 34 feet.
- 11) Traditional Village:
 - a. Lots equal to or less than ½ acre: 34 feet.
 - b. Lots greater than ½ acre: 44 feet.
- 12) Transitional: 44 feet

Figure 4. John's Pass Village Activity Center Height Limits

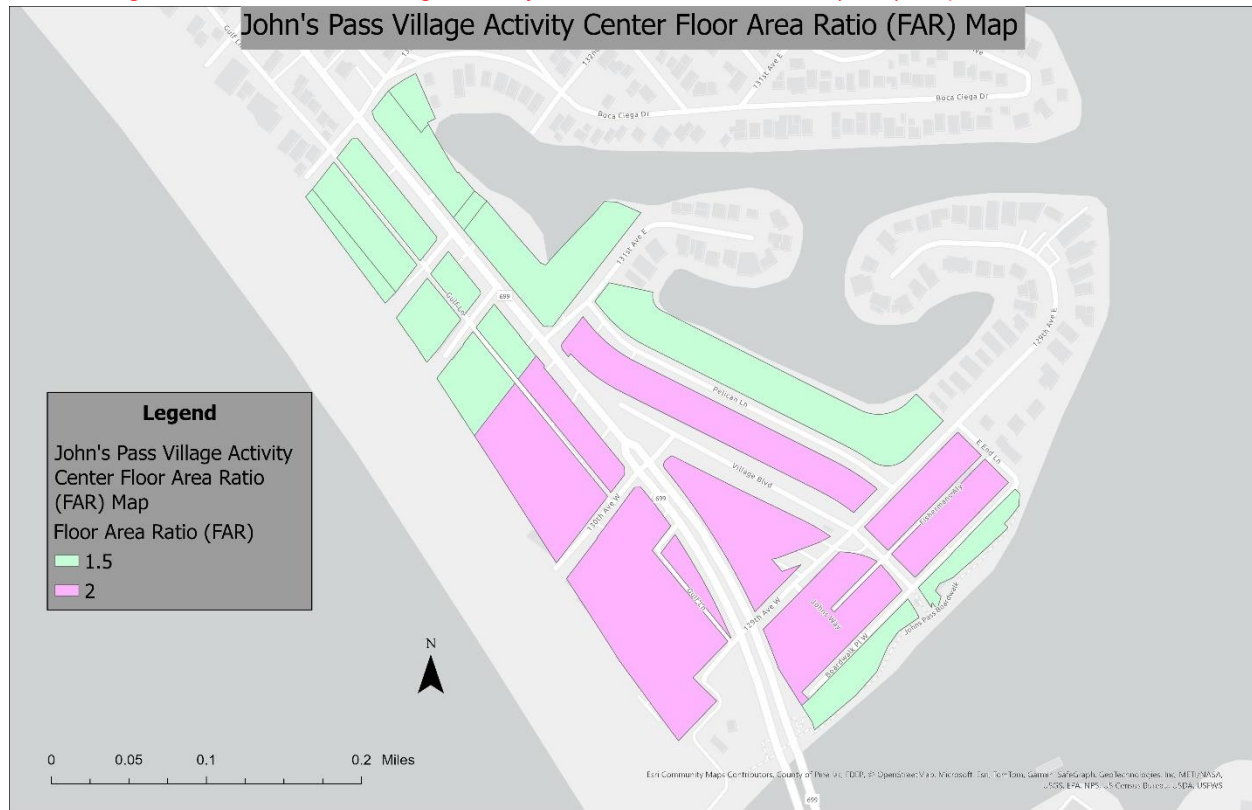


Section D-110. – Maximum floor area ratio.

Floor area ratio (FAR) is all-inclusive of residential, temporary lodging, and commercial uses in the John's Pass Village Activity Center. If using the alternative temporary lodging use standards see Section D-112.

- 1) Boardwalk: 1.5 FAR
- 2) Commercial Core: 2.0 FAR
- 3) John's Pass Resort: 2.0 FAR
- 4) Low Intensity Mixed Use: 1.5 FAR
- 5) Traditional Village: 2.0 FAR
- 6) Transitional: 1.5 FAR

Figure 5. John's Pass Village Activity Center Floor Area Ratio (FAR) Map



Section D-111. – Impervious surface ratio (ISR).

- 1) Boardwalk: 0.85
- 2) Commercial Core: 0.85
- 3) John's Pass Resort: 0.85
- 4) Low Intensity Mixed Use: 0.85
- 5) Traditional Village: 0.85
- 6) Transitional: 0.85

Section D-112. – Alternative Temporary Lodging Use Standards.

The following maximum densities are measured in units per acre and must also fall within the floor area ratio maximums allowed. A development agreement is required by the City's land development regulations and Forward Pinellas' Countywide Rules to use the Alternative Temporary Lodging Use Standards. The development agreement must follow all the requirements in Forward Pinellas' Countywide Rules to use the Alternative Temporary Lodging Use Standard.

- 1) Boardwalk: not available.
- 2) Commercial Core:

- a. Temporary Lodging Density:
 - i. Lot area less than one acre: 75 units per acre.
 - ii. Lot area more than one acre: 87 units per acre.
 - b. Intensity:
 - i. Lot area less than one acre: 2.2 FAR
 - ii. Lot area one acre or larger: 3.0 FAR
- 3) John's Pass Resort:
- a. Temporary Lodging Density: 75 units per acre.
 - b. Intensity:
 - i. Lot area less than one acre: 2.2 FAR
 - ii. Lot area one acre or larger: 2.5 FAR
- 4) Low Intensity Mixed Use:
- a. Temporary Lodging Density: 60 units per acre.
 - b. Intensity: 2.0 FAR
- 5) Traditional Village: not available.
- 6) Transitional:
- a. Temporary Lodging Density: 75 units per acre.
 - b. Intensity: 2.0 FAR

Figure 6. John's Pass Village Activity Center Alternative Temporary Lodging Use Standards Density Map

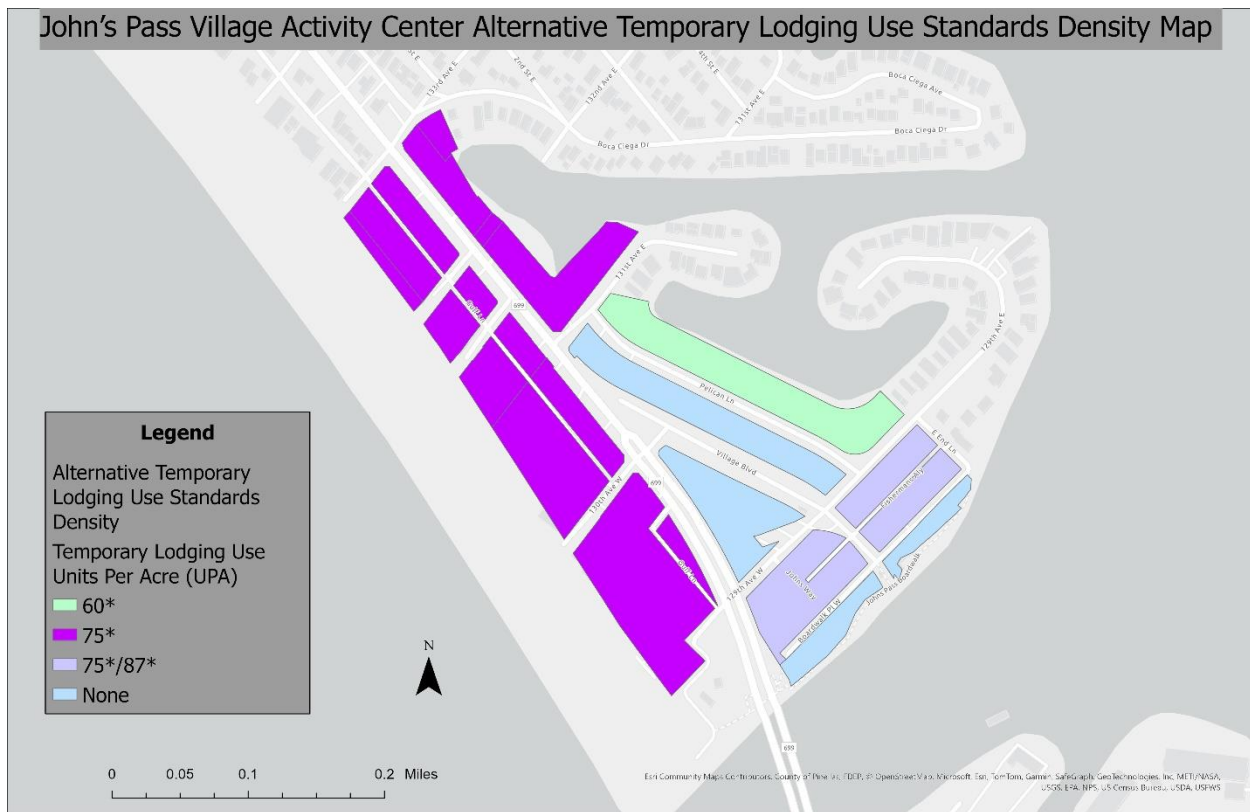
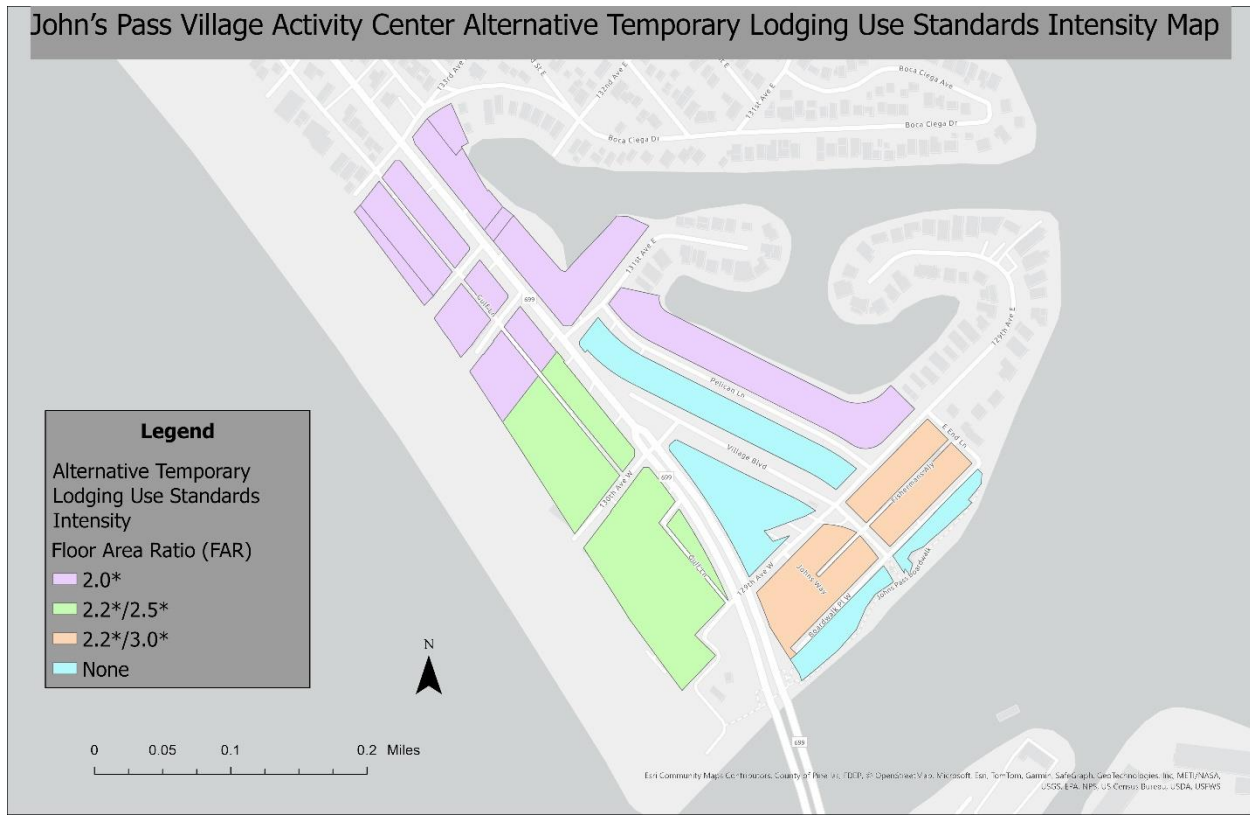


Figure 7. John's Pass Village Activity Center Alternative Temporary Lodging Use Standards Intensity Map



Section D-113. – Design Standards and Guidelines.

The following design standards and guidelines are only applicable to the Boardwalk, Commercial Core, and Traditional Village districts. Single family and duplex buildings are exempt from the following standards and guidelines. Guidelines are recommended while standards are required.

Building Facades. New and remodeled facades should conform to the general historical old Floridian fishing village architectural style of John's Pass Village. Decorative elements such as cornices, dormers and belt courses should be used to give scale and interest to the facades, to help define the building elements (base, middle, and top), and to create three-dimensional richness to the facades.

Facade rhythms. The building facades should incorporate multiple rhythms or cadences (rather than a single repetitive rhythm) that is reflective of the pattern found in the area. This is accomplished with a rich variety of surface treatments such as architectural features, large storefront windows and door frames, projecting bay window displays, canopies above the door, awnings, etc. Individual storefront facades should be narrow and change often to add richness to the sidewalk, street, and neighborhood. The preferred width of the storefront is approximately 40 feet and should have a maximum width of 100 feet.

Corner treatment. In cases where buildings are on a corner special treatment is encouraged for the buildings at these locations. This includes such things as rounded or cut corners, articulated corner entrances, accented display windows, special corner roof features, etc.

1) Design Standards:

- a. Any new mechanical units, including heating, ventilation and air conditioning equipment (HVAC) and exhaust and supply fans, shall be located in a visually inconspicuous area of

- a building, such as shielded on the roof, and not visible or shielded from public right-of-way.
- b. Structured parking facades must blend into the built environment with a visual appearance from the public right-of-way as an occupied building.
 - c. Electric, gas service, public utility meters, satellite antennas, and associated services that are visible from the public right-of-way shall be located in the most inconspicuous location on a building, if the services must be located in a prominent visual location, screening with an enclosure may be required or painted to match the predominant façade color.
 - d. Window and door shutters must be appropriate for the size of window or door.
 - e. Awnings may overhang the sidewalks in Traditional Village and Commercial Core districts (awnings shall be below 14 feet in height, not less than eight feet above the sidewalk and project a maximum of four feet into the public right-of-way and cannot project into the curb). Internally lit or plastic awnings are not permitted. All awnings shall comply with city codes.
 - f. ~~Dumpster~~ All solid waste and recycling containers are required to be screened from the right-of-way and adjacent properties. ~~enclosures shall be located in a visually inconspicuous area of a building and shielded from public right-of-way.~~
- 2) Design Guidelines:
- a. Materials guidelines:
 - i. Wood siding may have an unfinished or painted appearance.
 - ii. Synthetic siding should have a clapboard appearance.
 - iii. Brick and stone should remain unpainted.
 - iv. Stucco should cover over any exterior CMU construction.
 - v. Roofs that are not flat should be standing seam metal.
 - b. Second floor and above porches may protrude in the front setback and are encouraged to create a more pedestrian friendly environment.
 - c. Exterior lighting should enhance the old Floridian fishing village aesthetic such as caged and hooded metal light fixtures.
 - d. Storefront designs should incorporate large storefront windows typical of a main street and blank walls and small windows are discouraged.
 - e. Paint colors should enhance the old Floridian fishing village aesthetic, such as coastal colors and earthy tones.
 - f. Gabled roofs with dormers are encouraged.

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

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

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

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

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

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

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

ORDINANCE 2024-10

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 ZONING, ARTICLE V. DISTRICTS, DIVISION 5. C-1, TOURIST COMMERCIAL OF THE CITY'S LAND DEVELOPMENT CODE TO RENAME IT AS C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER; PROVIDING FURTHER INFORMATION ON PURPOSE AND INTENT OF THE JOHN'S PASS VILLAGE ACTIVITY CENTER DISTRICT; REPLACING THE DEVELOPMENT STANDARDS SET FORTH IN SECTIONS 110-257 THROUGH 110-265 WITH THE DEVELOPMENT STANDARDS SET FORTH IN APPENDIX D (JOHN'S PASS VILLAGE ACTIVITY CENTER DEVELOPMENT STANDARDS); PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The John's Pass Village Activity Center Special Area Plan requires updates to the Madeira Beach Land Development Code to have consistent development standards; and

WHEREAS, the purpose and intent of the proposed revisions to the C-1 Tourist Commercial District is to rename the district, encourage mixed use, pedestrian oriented development, promote context-sensitive forms, patterns and intensities of development to preserve and enhance the unique features of the John's Pass Village area; and

WHEREAS, to accomplish the stated intent City staff has recommended changes to the C-1 Tourist Commercial District by renaming the district and replace the development standards set forth in Sections 110-257 through 110-265 with the development standards set forth in Appendix D (John's Pass Village Activity Center Development Standards); and

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

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

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

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

Section 1. That Chapter 110 Article V. Division 5 of the Land Development Code of the City of Madeira Beach is hereby amended to read as follows:

DIVISION 5. C-1, ~~TOURIST COMMERCIAL~~ JOHN'S PASS VILLAGE ACTIVITY CENTER

Sec. 110-256. Definition; purpose and intent.

The purpose and intent of the John's Pass Village Activity Center District is to encourage mixed-use, pedestrian-oriented development, promote context-sensitive forms, patterns, and intensities of development to preserve and enhance the unique features of the John's Pass Village area. John's Pass Village development standards are to encourage compatible design and enhance the built environment consistent with the vision, guiding principles, goals, objectives and policies set in the John's Pass Village Special Area Plan. The old Floridian fishing village aesthetic within the tourist centric area (Boardwalk, Traditional Village, and Commercial Core Character Districts) of the district should be maintained and at the forefront of all design. The C-1, John's Pass Village Activity Center Zoning District correlates with the Activity Center (AC) future land use category of the City of Madeira Beach Comprehensive plan and Activity Center (AC) plan category in the Countywide Plan.

~~The C-1, tourist commercial district provides for various tourist and commercial facilities of medium intensity which conveniently supply the needs of the neighborhood as well as the city. The C-1, tourist commercial district correlates with the commercial general (CG) future land use category of the City of Madeira Beach Comprehensive Plan and Retail and Services (R&S) plan category in the Countywide Plan. Services are rendered and commodities are sold which are needed daily and purchased at frequent intervals. The purpose of this district is to recognize the unique commercial, marine, tourist and historic value of this area. It is the intent of the comprehensive land use plan to retain the nautical theme and important character of the waterfront area and of John's Pass Village.~~

(Code 1983, § 20-404; Ord. No. 1138, § 5, 12-9-08; Ord. No. 2022-08 , § 1, 7-13-22; Ord. No. 2023-27 , § 1, 12-13-23)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 110-257. Permitted uses and development standards.

Permitted uses and development standards are established and set forth in Appendix D, John's Pass Village Zoning District Standards, of the Madeira Beach Code of Ordinances. All development pursuant to this Division 5 shall be governed by the zoning and development standards contained therein.

~~The permitted uses in the C-1, tourist commercial district are as follows:~~

- ~~(1) Residential and vacation rental located above first floor commercial use.~~
- ~~(2) Personal service, office, and office support, excluding drive-through windows.~~

~~(3) Retail commercial, business service, and commercial, excluding drive-through windows;~~

~~(4) Restaurants, excluding drive-through windows.~~

~~(5) Temporary lodging located above first floor commercial use.~~

(Code 1983, § 20-404; Ord. No. 2022-08 , § 2, 7-13-22; Ord. No. 2023-27 , § 1, 12-13-23)

~~Sec. 110-258. Accessory uses.~~

~~The accessory uses in the C-1, tourist commercial district are as follows:~~

~~(1) Swimming pools or cabanas used as bath houses.~~

~~(2) Essential services.~~

~~(3) Nonresidential signs.~~

~~(4) Off-street parking and loading.~~

~~(Code 1983, § 20-404)~~

~~Sec. 110-259. Special exception uses.~~

~~Upon application for a special exception to the special magistrate and favorable action thereon, the following uses may be permitted in the C-1, tourist commercial district:~~

~~(1) Institutional as a religious use such as churches, synagogues or other houses of worship.~~

~~(2) Private social, recreational or fraternal clubs and organizations.~~

~~(3) Publicly owned or operated parks or recreation areas.~~

~~(4) Commercial recreation.~~

~~(5) Auditoriums.~~

~~(6) Stand-alone parking lots and parking garages as a principal use.~~

~~(Code 1983, § 20-404; Ord. No. 2017-03 , § 5, 3-7-17; Ord. No. 2019-18 , § 1, 9-10-19; Ord. No. 2023-27 , § 1, 12-13-23)~~

~~Sec. 110-260. Building site area requirements.~~

~~The minimum building site area requirements in the C-1, tourist commercial district are as follows:~~

~~(1) Lot size:~~

~~a. Commercial uses: 4,000 square feet.~~

~~b. Residential dwelling units and vacation rental units: 3,000 square feet per unit.~~

~~(2) Lot width: All permitted uses 40 feet.~~

~~(3) Lot depth: All permitted uses 80 feet.~~

- ~~(4) Maximum: The density is a maximum of 15 residential dwelling units, 15 vacation rental units, or 40 temporary lodging units per acre. Alternative temporary lodging use standards are allowed as detailed in subsection 110-265(g).~~

~~(Code 1983, § 20-404; Ord. No. 1138, § 5, 12-9-08; Ord. No. 2023-27, § 1, 12-13-23)~~

~~Sec. 110-261. Setback requirements.~~

~~The following minimum setbacks shall apply in the C-1, tourist commercial district:~~

- ~~(1) Front yard: None. (See the special requirement in subsection 110-265(b).)~~
- ~~(2) Rear yard: 25 feet.~~
- ~~(3) Side yard: All permitted uses ten feet—one side only. (See the special requirements in section 110-265.)~~

~~(Code 1983, § 20-404; Ord. No. 2023-27, § 1, 12-13-23)~~

~~Sec. 110-262. Maximum building height.~~

~~For all uses in the C-1, tourist commercial district the maximum building height shall be 34 feet.~~

~~(Code 1983, § 20-404; Ord. No. 2021-23, § 1, 11-10-21; Ord. No. 2022-08, § 3, 7-13-22)~~

~~Sec. 110-263. Maximum lot coverage.~~

~~The maximum lot coverage in the C-1, tourist commercial district is as follows:~~

- ~~(1) Commercial uses: Floor area ratio (FAR) 0.55.~~
- ~~(2) Public-owned parks and recreation facilities: Floor area ratio (FAR) 0.25.~~

~~(Code 1983, § 20-404; Ord. No. 1138, § 5, 12-9-08; Ord. No. 2022-08, § 4, 7-13-22; Ord. No. 2023-27, § 1, 12-13-23)~~

~~Sec. 110-264. Impervious surface ratio (ISR).~~

~~The impervious surface ratio (ISR) in the C-1, tourist commercial district for all uses is 0.85.~~

~~(Code 1983, § 20-404; Ord. No. 2022-08, § 5, 7-13-22)~~

~~Sec. 110-265. Special requirements.~~

- ~~(a) The C-1, tourist commercial district does not permit the storage of commercial vehicles.~~
- ~~(b) All properties located within the C-1, tourist commercial district abutting Gulf Boulevard will be required to provide a setback on Gulf Boulevard of 25 feet.~~
- ~~(c) No single commercial structure in the C-1, tourist commercial district may be wider than 120 feet, paralleling to the right-of-way without providing a visual appearance of multiple buildings in increments of 40 feet.~~

- ~~(d) Mixed uses in a single development shall not exceed, in combination, the respective number of units per acre and floor area ratio permitted, when allocated in their respective proportion to the gross land area of the property.~~
- ~~(e) Mechanical units shall be on the roof and not visible or shielded from public right-of-way.~~
- ~~(f) Walls constructed or renovated on the property lines must comply with the current Florida Building Codes including occupancy ratings and current fire codes.~~
- ~~(g) In the CG future land use category, alternative temporary lodging use standards allows 60 temporary lodging units per acre and a FAR of 1.2. A Development Agreement is required by the City's land development regulations and Forward Pinellas' Countywide Rules to use the alternative temporary lodging use standard. The development agreement must follow all required standards in Forward Pinellas Countywide Rules to use the alternative temporary lodging use standards.~~
- ~~(h) Institutional, other than public educational facilities shall not exceed a maximum area of five acres.~~
- ~~(Code 1983, § 20-404; Ord. No. 1138, § 5, 12-9-08; Ord. No. 2022-08, § 6, 7-13-22; Ord. No. 2023-27, § 1, 12-13-23)~~

Secs. 110-~~266~~ 258—110-285. Reserved.

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

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

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

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

Section 6. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption, provided however it shall not be effective until such time as Ordinance

2024-09 (Adoption of Appendix D) becomes effective. In the event that Ordinance 2024-09 is not approved and adopted by the Board of Commissioners then this Ordinance shall be of no further force and effect.

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

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

ORDINANCE 2024-11

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING REAL PROPERTY FROM C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER, C-2 JOHN'S PASS MARINE COMMERCIAL, C-3 RETAIL COMMERCIAL, C-4 MARINE COMMERCIAL AND R-3 MEDIUM DENSITY MULTIFAMILY RESIDENTIAL ZONING DISTRICTS TO C-1 JOHN'S PASS VILLAGE ACTIVITY CENTER FOR THE AREA AS SET FORTH IN THE ACCOMPANYING LEGAL DESCRIPTION AND PARCEL IDENTIFICATION NUMBERS LISTED IN EXHIBIT A ATTACHED HERETO AND HEREBY MADE A PART OF THIS ORDINANCE; PROVIDING FOR FUTURE REVITALIZATION AND DEVELOPMENT WITHIN THE ACTIVITY CENTER CATEGORY TO BE CONSISTENT WITH AND PURSUANT TO THE PROCEDURES, GUIDELINES AND STANDARDS OF THE JOHN'S PASS VILLAGE ACTIVITY CENTER PLAN AS ADOPTED BY ORDINANCE 2023-01; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

WHEREAS, the City of Madeira Beach amended the Future Land Use designations in the John's Pass Village Activity Center Area (Exhibit A) to Activity Center (Ordinance 2023-02) and adopted the John's Pass Village Activity Center Plan (Ordinance 2023-01) in anticipation of rezoning the area and implementing development standards consistent with the John's Pass Village Activity Center Plan; and

WHEREAS, the Forward Pinellas Countywide Rules and Countywide Plan Strategies requires a local government to prepare and adopt the standards set forth in a Special Area Plan into the Land Development Regulations within a year from when an Activity Center is adopted; and

WHEREAS, this proposed rezoning to C-1 John's Pass Village Activity Center is consistent with and in furtherance of the John's Pass Village Activity Center Plan (Special Area Plan) and the City's Comprehensive Plan; and

WHEREAS, Zoning District C-1 John's Pass Village Activity Center states all development standards are set forth in Appendix D, John's Pass Village Activity Center Development Standards; and

WHEREAS, the corresponding amendment of the Countywide Plan Map to Activity Center will render the City and Countywide plans for John's Pass Village consistent, as required by the Countywide Rules; and

WHEREAS, the Planning Commission has held a public hearing to consider this rezoning and

has recommended approval to the Board of Commissioners; and

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

WHEREAS, the Board of Commissioners has held two public hearings to consider the approval of this rezoning and the adoption of this ordinance.

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

- SECTION 1:** That the subject properties as described in Exhibit A be rezoned from C-1 John's Pass Village Activity Center, C-2 John's Pass Marine Commercial, C-3 Retail Commercial, C-4 Marine Commercial, and R-3 Medium Density Multifamily Residential to C-1 John's Pass Village Activity Center.
- SECTION 2:** That the provisions of this Ordinance shall be deemed severable. If any part of the Ordinance is deemed unconstitutional, it shall not affect the constitutionality of other portions of the Ordinance.
- SECTION 3:** Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.
- SECTION 4:** This rezoning shall take effect immediately upon adoption, provided however it shall not be effective until such time as Ordinance 2024-09 (Adoption of Appendix D) becomes effective. In the event that Ordinance 2024-09 is not approved and adopted by the Board of Commissioners then this Ordinance shall be of no further force and effect.

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

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

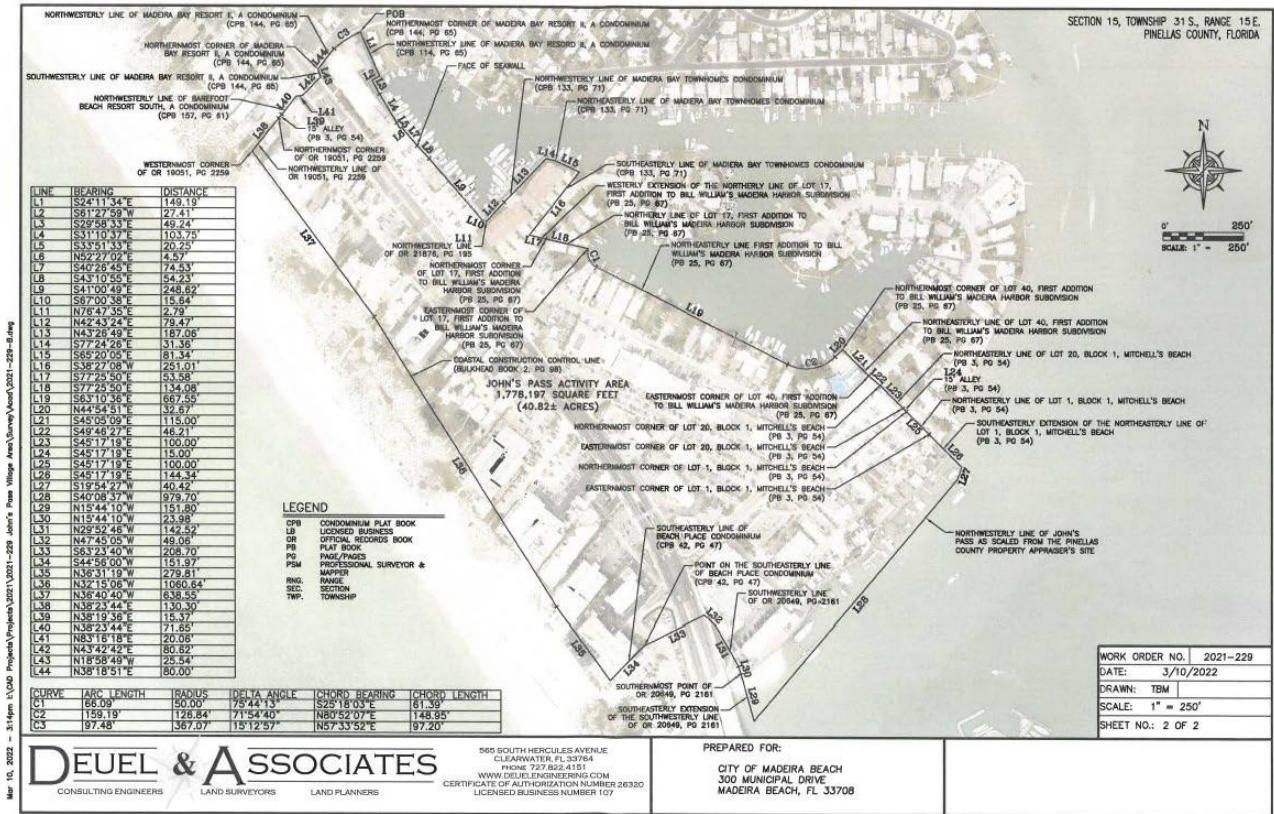
PASSED ON FIRST READING:

PUBLISHED:

PASSED ON SECOND READING:

PUBLISHED:

EXHIBIT A

**LEGAL DESCRIPTION:**

A PORTION OF LAND LYING WITHIN SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERNMOST CORNER OF MADEIRA BAY RESORT II, A CONDOMINIUM, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 144, PAGE 65, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S24°11'34"E, ALONG THE NORTHWESTERLY LINE OF SAID MADEIRA BAY RESORT II, A DISTANCE OF 149.19 FEET TO THE FACE OF AN EXISTING SEAWALL; THENCE ALONG SAID FACE OF SEAWALL THE FOLLOWING NINE (9) COURSES: 1) S61°27'59"W, A DISTANCE OF 27.41 FEET; 2) S29°58'33"E, A DISTANCE OF 49.24 FEET; 3) S31°10'37"E, A DISTANCE OF 103.75 FEET; 4) S33°51'33"E, A DISTANCE OF 20.25 FEET; 5) N52°27'02"E, A DISTANCE OF 4.57 FEET; 6) S40°26'45"E, A DISTANCE OF 74.53 FEET; 7) S43°10'55"E, A DISTANCE OF 54.23 FEET; 8) S41°00'49"E, A DISTANCE OF 248.62 FEET; 9) S67°00'38"E, A DISTANCE OF 15.64 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 21876, PAGE 195, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N76°47'35"E, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 2.79 FEET TO A POINT ON THE NORTHWESTERLY LINE OF MADEIRA BAY TOWNHOMES CONDOMINIUM AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 133, PAGE 71, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) N42°43'24"E, A

DISTANCE OF 79.47 FEET; 2) N43°26'49"E, A DISTANCE OF 187.06 FEET TO THE NORTHEASTERLY LINE OF SAID MADEIRA BAY TOWNHOMES CONDOMINIUM; THENCE ALONG SAID NORTHEASTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) S77°24'26"E, A DISTANCE OF 31.36 FEET; 2) S65°20'05"E, A DISTANCE OF 81.34 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID MADEIRA BAY TOWNHOMES CONDOMINIUM; THENCE S38°27'08"W, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 251.01 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 17, FIRST ADDITION TO BILL WILLIAM'S MADEIRA HARBOR SUBDIVISION AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 25, PAGE 67, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S77°25'50"E, ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 53.58 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 17; THENCE CONTINUE S77°25'50"E, ALONG THE NORTHERLY LINE OF SAID LOT 17, A DISTANCE OF 134.08 FEET TO THE EASTERNMOST CORNER OF SAID LOT 17, SAID POINT ALSO BEING ON THE NORTHEASTERLY LINE OF SAID FIRST ADDITION TO BILL WILLIAM'S MADEIRA HARBOR SUBDIVISION; THENCE ALONG SAID NORTHEASTERLY LINE THE FOLLOWING FOUR (4) COURSES: 1) ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST AN ARC LENGTH OF 66.09 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 75°44'13", AND A CHORD BEARING S25°18'03"E, A DISTANCE OF 61.39 FEET; 2) S63°10'36"E, A DISTANCE OF 667.55 FEET; 3) ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH AN ARC LENGTH OF 159.19 FEET, SAID CURVE HAVING A RADIUS OF 126.84 FEET, A CENTRAL ANGLE OF 71°54'40", AND A CHORD BEARING N80°52'07"E, A DISTANCE OF 148.95 FEET; 4) N44°54'51 "E, A DISTANCE OF 32.67 FEET TO THE NORTHERNMOST CORNER OF LOT 40 OF SAID FIRST ADDITION TO BILL WILLIAM'S MADEIRA HARBOR SUBDIVISION; THENCE S45°05'09"E, ALONG THE NORTHEASTERLY LINE OF SAID LOT 40, A DISTANCE OF 115.00 FEET TO THE EASTERNMOST CORNER OF SAID LOT 40; THENCE S49°46'27"E, A DISTANCE OF 46.21 FEET TO THE NORTHERNMOST CORNER OF LOT 20, BLOCK 1, MITCHELL'S BEACH, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S45°17'19"E, ALONG THE NORTHEASTERLY LINE OF SAID LOT 20, A DISTANCE OF 100.00 FEET TO THE EASTERNMOST CORNER OF SAID LOT 20; THENCE CONTINUE S45°17'19"E, ACROSS THE 15 FOOT ALLEY BETWEEN LOT 20 AND LOT 1 , BLOCK 1 OF SAID MITCHELL'S BEACH, A DISTANCE OF 15.00 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 1; THENCE S45°17'19"E, ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 100.00 FEET TO THE EASTERNMOST CORNER OF SAID LOT 1; THENCE S45°17'19"E, ALONG THE SOUTHEASTERLY EXTENSION OF THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 144.34 FEET TO THE NORTHWESTERLY LINE OF JOHN'S PASS AS SCALED FROM THE PINELLAS COUNTY PROPERTY APPRAISER'S WEBSITE; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) S19°54'27"W, A DISTANCE OF 40.42 FEET; 2) S40°08'37"W, A DISTANCE OF 979.70 FEET TO A POINT ON THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 20649, PAGE 2161, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N15°44'10"W, ALONG SAID SOUTHEASTERLY EXTENSION, A DISTANCE OF 151.80 FEET TO THE SOUTHERNMOST CORNER OF PROPERTY RECORDED IN SAID OFFICIAL RECORDS BOOK 20649, PAGE 2161; THENCE ALONG THE SOUTHWESTERLY

LINE OF THE PROPERTY DESCRIBED IN SAID OFFICIAL RECORDS BOOK 20649, PAGE 2161, THE FOLLOWING THREE (3) COURSES: 1) N15°44'10"W, A DISTANCE OF 23.98 FEET; 2) N29°52'46"W, A DISTANCE OF 142.52 FEET; 3) N47°45'05"W, A DISTANCE OF 49.06 FEET; THENCE DEPARTING SAID SOUTHWESTERLY LINE, S63°23'40"W, A DISTANCE OF 208.70 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF BEACH PLACE CONDOMINIUM AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 42, PAGE 47, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S44°56'00"W, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 151.97 FEET TO A POINT ON THE COASTAL CONSTRUCTION CONTROL LINE AS RECORDED IN BULKHEAD BOOK 2, PAGE 98, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID COASTAL CONSTRUCTION CONTROL LINE THE FOLLOWING THREE (3) COURSES: 1) N36°31'19"W, A DISTANCE OF 279.81 FEET; 2) N32°15'06"W, A DISTANCE OF 1060.64 FEET; 3) N36°40'40"W, A DISTANCE OF 638.55 FEET TO THE WESTERNMOST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 19051, PAGE 2259, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N38°23'44"E, ALONG THE NORTHWESTERLY LINE OF THE PROPERTY DESCRIBED IN SAID OFFICIAL RECORDS BOOK 19051, PAGE 2259, A DISTANCE OF 130.30 FEET TO THE NORTHERNMOST CORNER OF SAID PROPERTY; THENCE N38°19'36"E, ACROSS A 15' ALLEY BETWEEN LOT 10 AND LOT 11, BLOCK 6, MITCHELL'S BEACH AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, A DISTANCE OF 15.37 FEET TO A POINT ON THE NORTHWESTERLY LINE OF BAREFOOT BEACH RESORT SOUTH, A CONDOMINIUM, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 157, PAGE 61, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) N38°23'44"E, A DISTANCE OF 71.65 FEET; 2) N83°16'18"E, A DISTANCE OF 20.06 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE, N43°42'42"E, A DISTANCE OF 80.62 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF MADEIRA BAY RESORT II, A CONDOMINIUM AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 144, PAGE 65, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N18°58'49"W, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 25.54 FEET TO THE WESTERNMOST CORNER OF SAID MADEIRA BAY RESORT II; THENCE ALONG THE NORTHWESTERLY LINE OF SAID MADEIRA BAY RESORT II THE FOLLOWING TWO (2) COURSES: 1) N38° 18'51 "E, A DISTANCE OF 80.00 FEET; 2) ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST AN ARC LENGTH OF 97.48 FEET, SAID CURVE HAVING A RADIUS OF 367.07 FEET, A CENTRAL ANGLE OF 15°12'57", AND A CHORD BEARING N57°33'52"E, A DISTANCE OF 97.20 FEET TO THE POING OF BEGINNING.

CONTAINING 1,778, 197 SQUARE FEET, (40.82 ACRES) MORE OR LESS.

Properties with the following Parcel Identification Numbers

15 31 15 05926 001 2030	15 31 15 54170 000 2100
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15 31 15 19246 000 2040	15 31 15 57275 000 1010
15 31 15 78644 000 3090	15 31 15 57275 000 1030
15 31 15 05926 001 3030	15 31 15 57275 000 2010
15 31 15 54170 000 3040	15 31 15 57275 000 3030
15 31 15 54170 000 3140	15 31 15 57275 000 3010
15 31 15 78644 000 3100	15 31 15 57275 000 3070
15 31 15 54170 000 3020	15 31 15 57275 000 3050
15 31 15 88552 005 2380	15 31 15 97812 000 0280
15 31 15 88552 002 2350	15 31 15 58320 043 0090
15 31 15 88552 004 2180	15 31 15 54170 000 5120
15 31 15 88552 004 2200	15 31 15 54169 000 1505
15 31 15 88552 005 2410	15 31 15 97830 000 0370
15 31 15 54297 000 5160	15 31 15 54170 000 3100
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15 31 15 54297 000 4050	15 31 15 00392 000 0000
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15 31 15 54326 000 0301	15 31 15 54297 000 2130
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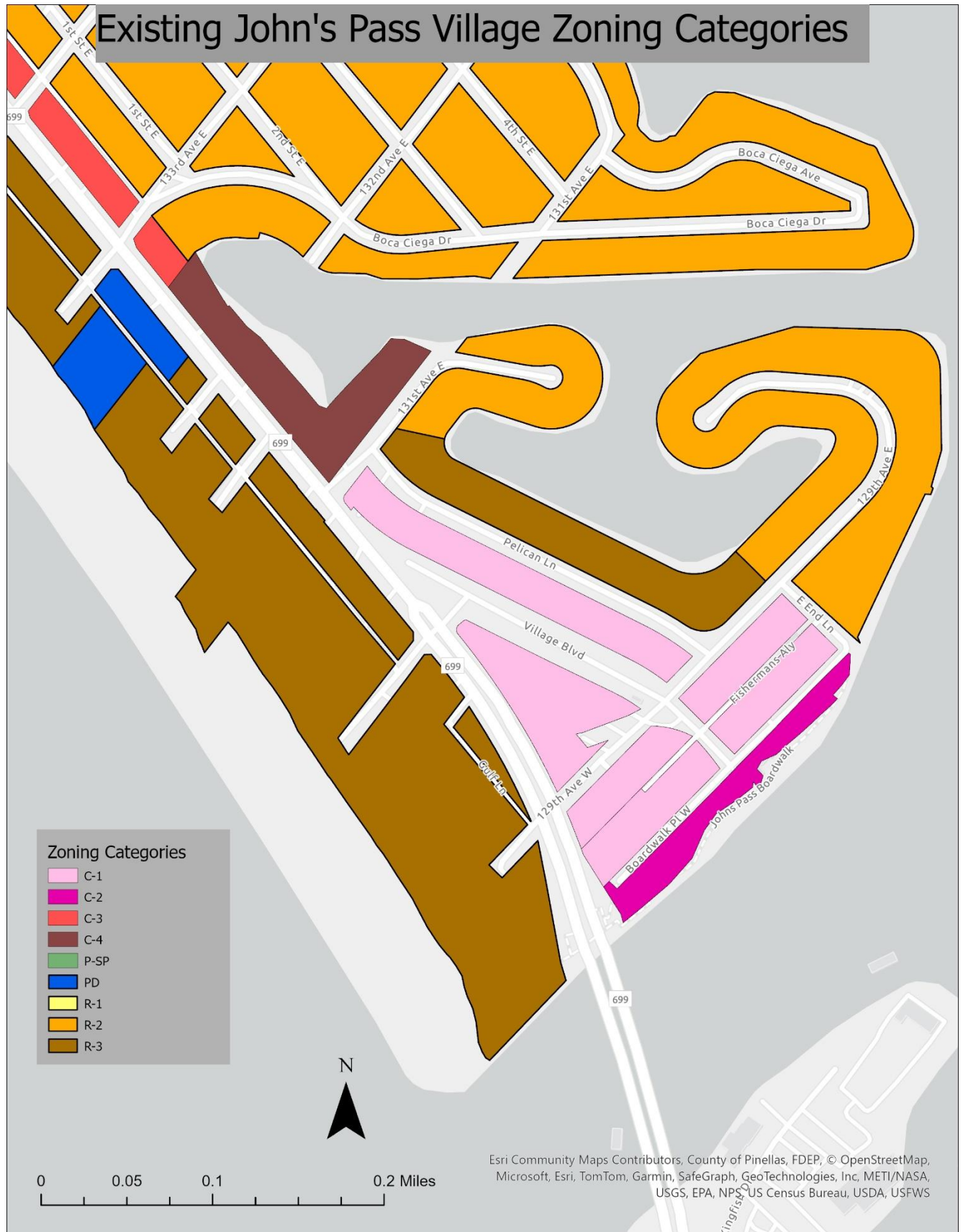
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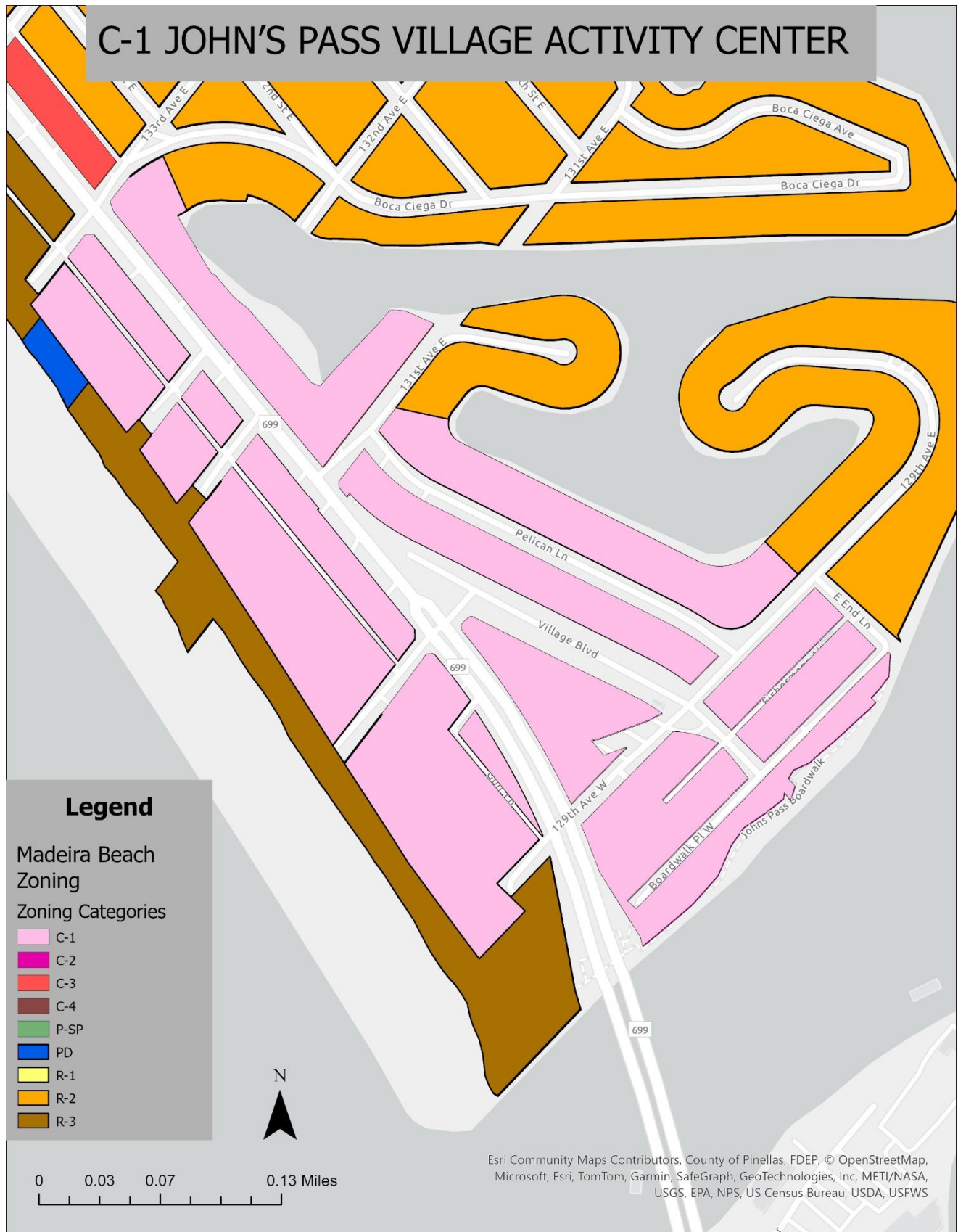
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15 31 15 78644 000 3080	15 31 15 58320 004 0220
15 31 15 54297 000 1140	15 31 15 58320 004 0230
15 31 15 54170 000 3070	15 31 15 58320 004 0110
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15 31 15 78644 000 4010	15 31 15 58320 005 0010
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15 31 15 78644 000 2080	15 31 15 54170 000 2050
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15 31 15 54326 000 0101	15 31 15 19246 000 3010
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15 31 15 05926 001 2010	15 31 15 54177 002 0020
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15 31 15 54169 000 1404	15 31 15 78644 000 5090

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15 31 15 54297 000 5040	15 31 15 54170 000 2130
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15 31 15 54170 000 0030	15 31 15 54297 000 5090
15 31 15 54169 000 0003	15 31 15 54169 000 1306

EXHIBIT B





ORDINANCE 2024-12

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, DELETING DIVISION 6. JOHN'S PASS MARINE COMMERCIAL, SECTIONS 110-286 THROUGH 110-295 OF CHAPTER 110 ZONING, ARTICLE V. DISTRICTS OF THE CITY'S LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the John's Pass Village Activity Center Special Area Plan requires updates to the Madeira Beach Land Development Code to have consistent development standards; and

WHEREAS, to accomplish the stated intent City staff has recommended changes to the C-1 Tourist Commercial District by renaming the district, replace the development standards set forth in Sections 110-257 through 110-265 with the development standards set forth in Appendix D (John's Pass Village Activity Center Development Standards), and rezone the John's Pass Village Activity Center area C-1; and

WHEREAS, the C-2, John's Pass Marine Commercial zoning district will no longer be used and should be deleted; and

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

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

WHEREAS, the Board of Commissioners held two public hearings to consider the approval of the recommend change and the adoption of this ordinance.

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

Section 1 That sections 110-286 through 110-295 of Division 6 of Article 5 of Chapter 110 of the Land Development Code of the City of Madeira Beach are hereby deleted.

~~C-2, JOHN'S PASS MARINE COMMERCIAL RESERVED~~

~~Sec. 110-286. Definition; purpose and intent.~~

~~The purpose of the C-2, John's Pass marine commercial district is to recognize the unique commercial, marine, tourist and historic value of this area. The C-2, John's Pass marine commercial district correlates with the commercial general (CG) future land use category of the City of Madeira Beach Comprehensive Plan and the Retail and Services (R&S) plan category of the Countywide Plan. It is the intent of the comprehensive land use plan to retain the nautical theme and important character of the waterfront area and of John's Pass Village.~~

~~(Code 1983, § 20-404; Ord. No. 1138, § 6, 12-9-08; Ord. No. 2022-09, § 1, 5-11-22; Ord. No. 2023-28, § 1, 12-13-23)~~

~~Cross reference(s)—Definitions generally, § 1-2.~~

~~Sec. 110-287. Principal permitted uses.~~

~~The permitted uses in the C-2, John's Pass marine commercial district are as follows:~~

- ~~(1) Commercial recreation, and personal service/office support use.~~
- ~~(2) Commercial fishing activities.~~
- ~~(3) Charter and party boat operations.~~
- ~~(4) Restaurants and retail commercial, excluding drive-in windows.~~
- ~~(5) Working waterfront.~~

~~(Code 1983, § 20-404; Ord. No. 2023-28, § 1, 12-13-23)~~

~~Sec. 110-288. Accessory uses.~~

~~The accessory uses in the C-2, John's Pass marine commercial district are as follows:~~

- ~~(1) Off-street parking.~~
- ~~(2) Nonresidential signs.~~
- ~~(3) Essential services.~~
- ~~(4) Other customary accessory uses ancillary to the principal uses.~~

~~(Code 1983, § 20-404)~~

~~Sec. 110-289. Special exception uses.~~

~~There are no special exception uses permitted in the C-2, John's Pass marine commercial district.~~

~~(Code 1983, § 20-404)~~

~~Sec. 110-290. Building site area requirements.~~

~~The minimum building site area requirements in the C-2, John's Pass marine commercial district are as follows:~~

- ~~(1) Lot size: All uses within this district is 2,000 square feet.~~
- ~~(2) Lot width: 40 feet.~~
- ~~(3) Lot depth: 50 feet.~~

~~(Code 1983, § 20-404; Ord. No. 2023-28, § 1, 12-13-23)~~

~~Sec. 110-291. Setback requirements.~~

~~The following minimum setbacks shall apply in the C-2, John's Pass marine commercial district:~~

- ~~(1) Front yard: 20 feet, measured from right-of-way to the structure.~~
- ~~(2) Rear yard or waterfront yard: None, however access to the "tie-backs" supporting seawalls shall be provided for maintenance.~~
- ~~(3) Side yard: five feet on one side.~~

~~(Code 1983, § 20-404; Ord. No. 2022-09, § 2, 5-11-22)~~

~~Sec. 110-292. Maximum building height.~~

~~For all uses in the C-2, John's Pass marine commercial district the maximum building height shall be 34 feet.~~

~~(Code 1983, § 20-404; Ord. No. 2021-23, § 1, 11-10-21; Ord. No. 2022-09, § 3, 5-11-22)~~

~~Sec. 110-293. Maximum lot coverage.~~

~~The maximum lot coverage in the C-2, John's Pass marine commercial district is as follows:~~

~~Nonresidential/commercial uses: Floor area ratio (FAR) 0.55.~~

~~(Code 1983, § 20-404; Ord. No. 1138, § 6, 12-9-08)~~

~~Sec. 110-294. Impervious surface ratio (ISR).~~

~~The impervious surface ratio (ISR) in the C-2, John's Pass marine commercial district for all uses is 0.85.~~

~~(Code 1983, § 20-404; Ord. No. 2022-09, § 4, 5-11-22)~~

~~Sec. 110-295. Special requirements.~~

- ~~(a) Due to the unique character of the C-2, John's Pass marine commercial district, a nautical theme should be emphasized within all renovations or new construction.~~
 - ~~(b) Mechanical units must be located on the roof and not visible or shielded from public right-of-way.~~
 - ~~(c) Walls constructed or renovated on the property lines must comply with the current Florida Building Codes including occupancy ratings and current fire codes.~~
- ~~(Code 1983, § 20-404; Ord. No. 2022-09, § 5, 5-11-22; Ord. No. 2023-28, § 1, 12-13-23)~~

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

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

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

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

Section 6. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption, provided however it shall not be effective until such time as Ordinance 2024-09 (Adoption of Appendix D) becomes effective. In the event that Ordinance 2024-09 is not approved and adopted by the Board of Commissioners then this Ordinance shall be of no further force and effect.

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

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

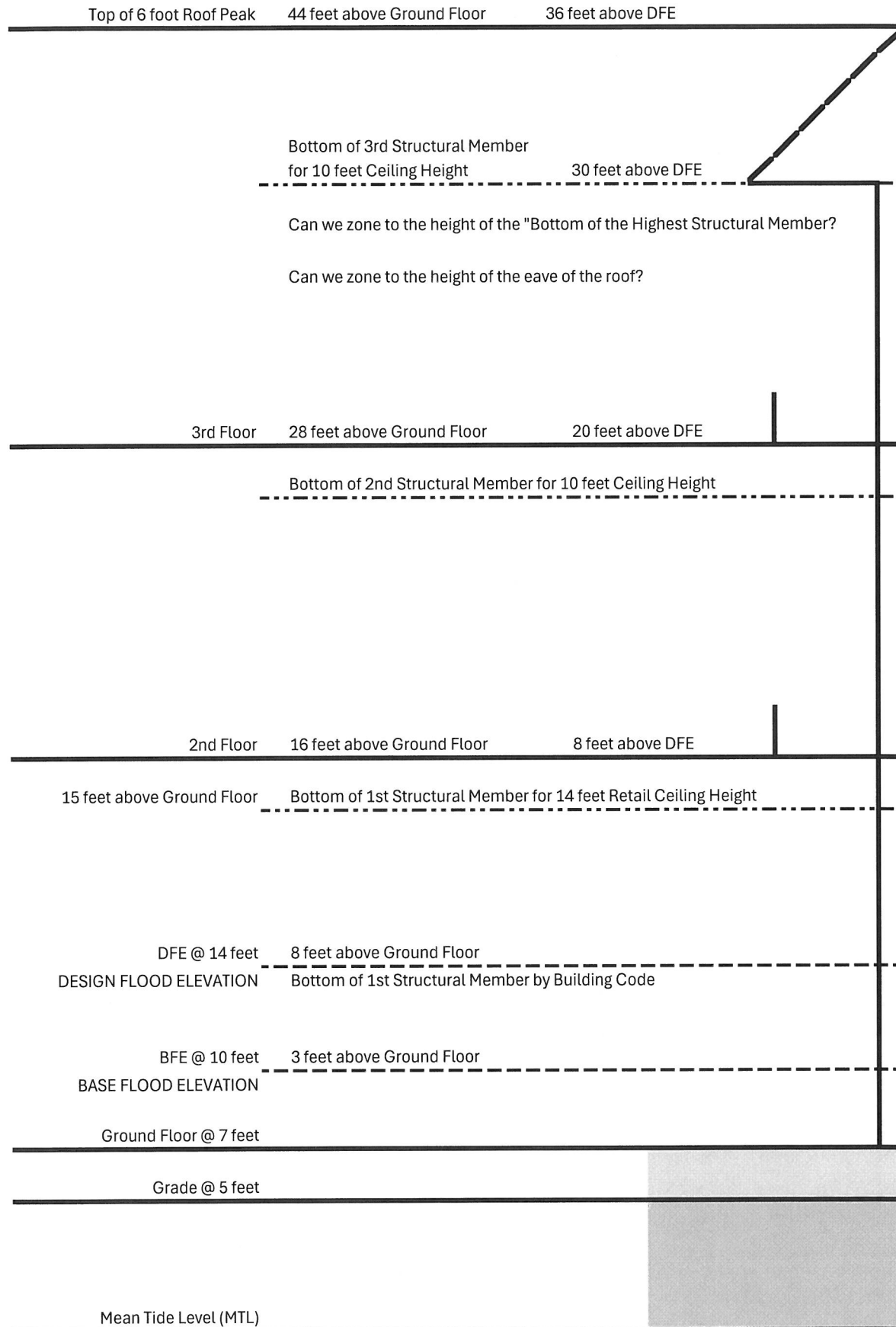
APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____



**Memorandum**

Meeting Details: July 24, 2024 - Board of Commissioners Workshop Meeting

Prepared For: Honorable Mayor Brooks and the Board of Commissioners

From: Community Development Department

Subject: Planned Development Amendments

Background: Chapter 110 Zoning, Article V. Districts, Division 10 PD, Planned Development in the Madeira Beach Code of Ordinances has some inconsistencies that should be resolved. Staff also recommends updating the division.

Discussion: The attached draft works towards fixing the inconsistencies and updating the standards to current practices. If the BOC would like to have a complete revamp of the PD Zoning district staff recommends seeking a consultant.

Recommendation(s): Move forward with amendments and receive input from BOC to include in the draft.

Fiscal Impact or Other:

If BOC recommends a consultant there will be a fee for services.

Attachments:

Division 10 PD, Planned Development amendment draft

DIVISION 10. PD, PLANNED DEVELOPMENT

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

The PD district is intended to accommodate integrated and well-designed developments in accordance with approved development plans containing detail adequate to ensure compliance with this division. The PD district is intended to offer design flexibility and to encourage imaginative, functional, high-quality land planning development for those uses consistent with the applicable future land use plan category and compatible with adjacent and nearby lands and activities.

In keeping with the stated intent of the comprehensive plan and ~~in furtherance of the historic and desired low intensity~~ character of the community, a PD development must meet the intent and criteria (density, intensity, and impervious surface ratio) of the future land use in the Madeira Beach Comprehensive Plan and plan category in the Countywide Plan.

~~(1) — Meet the minimum design criteria required for the underlying zoning;~~

~~(2) — At a maximum, be designed to reflect the average intensity, height, and massing of the development pattern on surrounding property of similar zoning and use.~~

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

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

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 2014-08, § 4, 11-12-14; Ord. No. 2019-07, § 1, 10-8-19)

Sec. 110-387. Uses permitted and dimensional regulations.

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

Flexibility in setbacks for nonresidential projects will be allowed provided there is adequate space for site improvements and fire access; that there is no adverse impact on surrounding properties and there is adequate distance between structures and public or private streets for residential projects. Flexibility in building height will

be allowed provided they are compatible with the surrounding neighborhood; and provide increased setbacks to compensate for added building height. Increased flexibility in setbacks and height from the zoning district prior to the rezoning to PD may also be considered provided in light of voluntary provision of civic or community enhancements, e.g., ground floor retail, expanded setback, enhanced landscaping, sustainable building practices (LEED), and other design enhancements furthering the policies and strategies of the comprehensive plan.

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 2014-08, § 4, 11-12-14; Ord. No. 2019-07, § 1, 10-8-19)

Sec. 110-388. Application for PD zoning.

- (a) Applications for PD zoning require a preliminary development plan, with graphic illustrations, establishing the basis for the proposed planned development, and all application fees for the established review process.
- (b) A development agreement is required to rezone any property to PD and must go to the Local Planning Agency (Planning Commission) at the same public hearing as the rezoning, before the Board of Commissioners as a discussion item at the first public hearing at the rezoning, and before the Board of Commissioners at the second reading and public hearing as the rezoning. See Chapter 86, Administration, Article IV. Development Agreements for more information on development agreements.
- (c) If the project uses the alternative temporary lodging use standards the development agreement must also follow all required standards in Forward Pinellas Countywide Rules and intensities and densities cannot exceed the allowable maximums as described in the comprehensive plan.
- (d) The preliminary PD development plan proposal must include all information deemed appropriate, necessary, and relevant by the city to conduct the staff review and, at minimum, must include the following:
 - (1) A narrative of the Planned Development (PD report) a preliminary development plan. ~~including all the following information~~
~~Three signed and sealed development proposals and one electronic copy; and~~
 - a. The narrative must include how the proposal furthers community goals and meets the comprehensive plan, land development regulations, and any special area plan standards.
 - (2) Three hard copies of the signed and sealed preliminary development plan proposals and a digital submission one electronic copy; and A development report and a preliminary development plan including all the following information:
 - a. Legal description, zoning district prior to PD rezoning, future land use (Madeira Beach comprehensive plan) and underlying conventional zoning district plan category (Countywide Plan).
 - b. Existing use(s) and proposed use(s).
 - c. Site area in square feet and acres.
 - d. ~~Lot lines~~ Sign and sealed survey.
 - e. Setbacks for zoning district prior to PD rezoning ~~Current required~~ and proposed setbacks.
 - f. North arrow and scale: engineering scale no smaller than one inch equals 50 feet.
 - g. Site data table with current standard (for zoning district prior to PD rezoning) and proposed development standards ~~Proposed development criteria (current standard and proposed standard)~~ including at a minimum:
 - 1. Gross floor area (in square feet) and heated floor area of existing and proposed;
 - 2. Building coverage (in square feet);

3. Open ~~(green)~~ space (in square feet);
4. Impervious surface area (in square feet) and impervious surface ratio;
5. Density and intensity (including ratios for mixed use);
6. Quantity and type of parking spaces and parking requirements ~~Parking spaces (scaled to location on plan and number of type, e.g., accessible, standard, etc.);~~
7. Building height(s) from design flood elevation and stories of preliminary development plan and maximum height allowance in zoning district prior to PD zoning, and number of stories allowed and existing on adjacent properties;
8. Preservation areas in total square feet;
9. ~~Land alteration plan;~~
- h.10. Buffering standards, e.g., design standards to buffer neighboring properties from commercial activities, construction impacts, vehicular traffic, etc.;
- i.11. Solid waste disposal containers location and access;
- ~~12. Lighting design standards;~~
- ~~13. Signage standards;~~
- j.14. Tree survey, indicating the species and size of all existing trees, four inches or greater caliper measured at breast height;
- k.15. Landscape design standards and plans that must, at a minimum:
 - 1.(i) Meet or exceed the minimum requirements in ~~Comply with~~ chapter 106, article II of this Code ~~and all native and xeriscape plant materials~~;
 - 2.(ii) Indicate location, quantity, size, species, and standards for all trees and shrubs; and
 - 3.(iii) Meet or exceed minimum irrigation standards required by this Code;
- l.16. Building envelop and general ~~access~~, egress, and ingress locations;
- m.17. Conceptual stormwater drainage plan ~~with calculations~~ based on maximum proposed development coverage adequate to meet the minimum standards of SWFWMD and this Code, ensure no additional off-site impacts, and resolve existing drainage problems deemed necessary by the city;
- n.18. ~~Permit from FDEP with concept plan indicating~~ If applicable proposed changes, reconstruction, and replanting if dune system impact is anticipated; and
- o.19. Details of any design or performance project commitments criteria assured agreed to at the ~~required~~ neighborhood meeting.
- hp. Mobility and access plan indicating:
 1. Proposed curb cuts and off-site traffic access management ~~plan and standards~~;
 2. Preliminary location and function ~~plan and standards~~ for required sidewalk, bicycle, and other multimodal improvements;
 3. ~~Preliminary On~~ on-site circulation; and,
 4. If impacting a collector or arterial road or required by FDOT, a transportation impact study prepared by a registered engineer for submittal and review by city staff and other governing agencies and documented preliminarily approved of FDOT.

- g.i. ~~If the comprehensive plan or previous zoning district includes design standards or guidelines those must be met at a minimum. Structural design criteria meeting city overlay district requirements.~~ Additional design specification can be required as a condition of approval during the public hearing process.
- j. ~~PD development plan detailing the manner in which the proposal furthers community goals and meets or exceeds existing comprehensive plan, land development code, and special district requirements and standards.~~
- rk. Record of notice of, and transcribed and video record of the required neighborhood meeting.

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 1050, § 12, 8-9-05; Ord. No. 2014-08, § 4, 11-12-14; Ord. No. 2019-07, § 1, 10-8-19)

Sec. 110-389. Procedure for approval of PD zoning.

Submission requirements and process. The city will receive the application and distribute the application among city staff for review and comments. The city will compile the staff reviews and provide the applicant with comments, objections, and recommendations for applicant response and application amendment necessary to determine complete sufficiency to facilitate a full review and produce staff findings and a recommendation of approval, approval with conditions, or denial. Once the city determines the application is sufficient, the application, neighborhood meeting record, and staff recommendation will be scheduled for public hearing review and recommendation before the planning commission as the local planning agency (LPA). The formal legal notice of the LPA public hearing must be posted as least 15 days prior to the public hearing date. The LPA will issue findings to the board of commissioners that will include a recommendation of approval, approval with conditions, or denial.

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 1050, § 12, 8-9-05; Ord. No. 2019-07, § 1, 10-8-19)

Sec. 110-390. Reimbursement of expenses.

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

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

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

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 1072, § 6, 3-28-06)

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

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

- (1) ~~Consistency with the comprehensive plan. All zoning district assignments~~ The PD report and preliminary development plan must be consistent with the comprehensive plan, including, but not limited to the future land use map and future land use element goals, objectives, and policies. ~~The zoning district(s) assigned must be consistent with the land use category of the future land use map.~~

- (2) ~~Land use compatibility. The zoning districts assigned~~ The PD report and preliminary development plan must promote the project's compatibility with adjacent land uses.
- (3) ~~Adequate public facilities. The zoning districts assigned~~ The PD report and preliminary development plan must be consistent with the public facilities and services available to reasonably assure the city that the demand for services necessitated by the intensity of uses allowed will not exceed the adopted levels of services for such public facilities and services.
- (4) ~~Public interest. Zoning districts assigned~~ The PD report and preliminary development plan must not conflict with the public interest and must promote the public health, safety and welfare.
- (5) ~~Consistency with land development regulations. Zoning districts assigned~~ The PD report and preliminary development plan must be consistent with the intent and purpose of this Code, specifically the criteria contained in section 110-388 and the general criteria required of the board of commissioner's review provided in section 110-393 of this Code.

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 1050, § 12, 8-9-05; Ord. No. 2019-07, § 1, 10-8-19)

Editor's note(s)—Ord. No. 1050, § 12, adopted August 9, 2005, changed the title of § 110-391 from "Review by planning commission" to "Review by local planning agency."

Sec. 110-392. Neighborhood information meeting.

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

- (1) *Notification.* Two weeks prior to the neighborhood information meeting date, the applicant must mail notices of the meeting date, place, and time to all property owners inside a radius of 300 feet from the boundaries of the proposed development parcel, to the board of commissioners, and must post this information prominently on the property. The applicant must inform the city manager or designee of the proposed meeting date, place, and time prior to sending out the notices. The city manager or designee may require a change of date, place, or time due to schedule conflicts or in order to accommodate advertising requirements for upcoming public hearing consideration. The applicant must provide documentation of the mailed notice to the city manager or designee for verification. The city manager or designee may reasonably require additional properties be issued a notice and otherwise post notice of the neighborhood information meeting.
- (2) *Applicant's presentation.* At the neighborhood information meeting, the applicant must explain the proposed preliminary PD development plan and proposed use of the subject property and make a copy of the proposed preliminary PD development plan available for review by meeting attendees. The applicant may also discuss the project's development objectives, design philosophy, and proposed time schedule for completion.
- (3) *Question and answer period.* Upon completion of the presentation, a reasonable time must be reserved for a question and answer period. Questions should be limited to the proposal as presented, not to the question of whether the site should be developed or redeveloped. The applicant must identify how potential conflicts will be mitigated.
- (4) *Record.* The applicant must provide the city both a written and video record of the neighborhood information meeting, including any ~~representations~~ commitments made by the applicant to the attendees. The applicant must include any applicant representations as required project provisions in the application.

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

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 2019-07, § 1, 10-8-19)

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

In their analysis of the rezoning application and the proposed development plan submitted pursuant to this division, and prior to official action the board of commissioners shall consider the recommendation of the local planning agency and ensure the rezoning application is in conformance with the criteria listed in section 110-~~390~~388.

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

- (1) Land uses within the development shall be appropriate in their proposed location, in their relationships to each other, and in their relationships with uses and activities on adjacent and nearby properties.
- (2) The development shall comply with applicable city plans and planning policies, the comprehensive plan, and shall have a beneficial effect both upon the area of the city in which it is proposed to be established and upon the city as a whole.
- (3) Stipulations of approval of a planned development plan may include requirements to construct improvements, dedicate needed property and easements or contribute money to improvements ~~to of~~ public facilities such as roadways, ~~new~~ medians, sanitary sewer and water facilities, drainage systems facilities, street lighting, landscaping, signage, parks and recreational facilities, walkways and sidewalks, burying of utility lines along abutting rights-of-way or adopted planned streetscape improvements.
- (4) A minimum of a ~~six-five~~-foot sidewalk, ten-foot preferred, shall be provided along any street right-of-way or on private property by easement dedication if the right-of-way is of insufficient width.
- (5) The total land area within the development and the area devoted to each functional portion of the development shall be adequate to serve its intended purpose.
- (6) Streets, utilities, drainage systems facilities, landscaping, recreation areas, building heights, sizes ~~and yards~~, and vehicular parking and loading facilities shall be appropriate for the particular use involved, and shall equal or exceed the level of design and construction quality required of similar land development elsewhere in the city.
- (7) Visual character and community amenities shall be equal or better in quality than that required by standard similar development within the zoning districts ~~for similar development prior to rezoning to PD~~.
- (8) Open space shall be adequate for the type of development ~~and the population density of the proposed development~~.
- ~~(9) Outdoor storage of merchandise or materials shall be prohibited.~~
- ~~(109)~~ Areas proposed for common ownership shall be subject to a reliable and continuing maintenance guarantee.
- ~~(11) All existing nonconforming signs or sign structures shall be removed.~~
- ~~(1210)~~ In the case of developments, which are to be constructed in several phases, the proposed phases shall be shown on the overall development plan. The proposed construction phases shall individually comply with the standards set forth in this section in order that, if for any reason construction ceases prior to completion of the entire planned development, the resulting partially complete project will adequately serve its purchasers and occupants and will not cause a general public problem. Each phase should be able to be completed entirely such that each phase may be independently provided a Certificate of Occupancy.

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

- (1) Treatment of the sides and rear of all buildings within the planned development shall be compatible in amenity and appearance to treatment given to street frontages of the same buildings.
- (2) All buildings in the layout and design shall be an integral part of the development and have convenient pedestrian access to and from adjacent uses.
- (3) Individual buildings shall be related to each other in design, mass, materials, placement and connections to provide a visually and physically integrated development.
- (4) Landscape treatments for walkways, plazas, arcades, roads, and service and parking areas shall be designed as an integral part of a coordinated landscape design for the entire project area. The landscape plan submittal shall include the anticipated appearance of the trees and landscape materials after five years of growth to visually provide their size and proportion relative to the proposed buildings, view corridors, curb appeal, pedestrian corridors, etc.
- (5) The project's scale, and the size, color and proportion of building elements, components and materials are appropriate and harmonious with surrounding neighborhood characteristics ~~structures~~.
- (6) All mechanical equipment, electrical equipment, roof top equipment, refuse areas associated with this project shall not be visible from the public right-of-way ~~be screened~~.
- (7) Appropriate building materials are being used. The use or employment of any of the following is generally considered inappropriate and will not be permitted unless appropriately integrated into a project meeting all other criteria, including aesthetic criteria, of this article:
 - a. Corrugated metal siding;
 - b. Prefabricated metal buildings or their components;
 - c. Primary colors or black; and
 - d. False windows or doors, unless used on a parking structure or level to blend into the built environment; ~~and~~
 - e. ~~Unmodified formula and trademark buildings and structures.~~
- (8) The project's location and design adequately protects or enhances unique site characteristics such as those related to scenic views, natural vistas, waterways or similar features.
- (9) The project appropriately integrates landscape elements into the site plan and building design. Plantings shall be of a size to give the appearance that the project is settled into a mature landscape. The landscape submittal shall include a description of each tree and plant proposed on site by type and details relative to maximum height/size and color at maturity.
- ~~(10) Signage and other building appurtenances are integral components of the building, appropriately scaled, and consistent in character with the building's overall design.~~
- ~~(11) The project incorporates defensible space concepts of crime prevention through environmental design. A lighting plan shall be provided to review safety considerations for pedestrians and motorists, as well as, environmental impacts.~~

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 1050, § 12, 8-9-05; Ord. No. 1090, § 1(Exh. A), 9-26-06)

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

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

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 1113, § 1, 6-26-07)

Sec. 110-395. Effect of PD zoning.

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

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

(Ord. No. 1040, § 1, 4-26-05)

Sec. 110-396. Changes in development plan.

Standard operating adjustments that do not have to go before the board of commissioners for review includes fences, additional parking, pools, signage, and accessory structures that meets the requirements of the zoning district prior to the rezoning of PD. Minor modifications to an approved development order may be approved by the board of commissioners. A minor modification is one which does not increase the density or intensity of the development to occur upon the property; does not result in a reduction or change of previously approved setbacks, open space or public improvements; does not increase the height of the development to occur upon the property; or does not substantially alter the location of any improvements approved for the site. The PD zoning conditions, or Development Agreement may allow for a percentage of allowances in reduction of height, intensity, and density and/or increase in setbacks and is not considered a minor modification and not required to go before the board of commissioners.

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

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 1113, § 1, 6-26-07)

Sec. 110-397. Time limitations.

- (a) Upon failure to complete plans, drawings, and schematics for the proposed development plan within six months of the neighborhood information meeting; the application shall be null and void. No further review or processing of that application shall occur and there shall be no refund of the application fee. The city

manager may grant an extension of up to three months upon determination that a good faith effort to submit plans has been made.

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

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

(Ord. No. 1040, § 1, 4-26-05; Ord. No. 1090, § 1(Exh. A), 9-26-06))

Secs. 110-398—110-400. Reserved.



Memorandum

Meeting Details: Board of Commissioners Workshop Meeting, July 24, 2024

Prepared For: Honorable Mayor Brooks and the Board of Commissioners

From: Community Development Department

Subject: Business Tax Receipt (BTR) fee update

Background: The City of Madeira Beach is able to increase BTRs up to five percent every other year (Florida Statutes Chapter 205).

Discussion: The attached draft ordinance (Ordinance 2024-17) increases every business tax fee by five percent.

Recommendation(s): Move forward with increasing the BTR.

Fiscal Impact or Other:

A five percent increase in BTR fees.

Attachments:

Ordinance 2024-17 Draft

ORDINANCE 2024-17

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 62 TAXATION, ARTICLE II LOCAL BUSINESS TAX, SECTION 62-60 LOCAL BUSINESS TAX SCHEDULE OF THE CITY'S CODE OF ORDINANCES TO INCREASE THE LEVY OF THE LOCAL BUSINESS TAX FEES BY FIVE PERCENT; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's establishment and levy of a local business tax is governed by Florida Statutes Chapter 205; and

WHEREAS, Chapter 205 Florida Statutes permits municipalities that undertook the Equity Study Commission and reclassification process by October 1, 1995 to increase by ordinance the local business tax rates every other year by up to 5 percent; and

WHEREAS, the City of Madeira Beach has not increased its local business tax since 2014; and

WHEREAS, Section 790.33 Florida Statutes preempts municipal regulation of firearms and ammunition, including the purchase, sale, transfer, taxation, manufacture, ownership possession, storage and transportation thereof; and

WHEREAS, the Florida legislature amended Section 790.33 to provide severe penalties for any government official or employee who enacts or causes to be enforced any municipal regulation of firearms and ammunition; and

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

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

Section 1. That Section 62-60 of Chapter 62, Article II, of the Madeira Beach Code of Ordinances is hereby amended to read as follows:

Sec. 62-60. Local business tax schedule.

The Standard Industrial Classification Manual, which is adopted by reference, may be used to assist the city in determining the appropriate local business tax categories acknowledged by the city.

Category Tax

- (1) ABSTRACT COMPANIES, TITLE COMPANY OFFICE ~~\$254.68~~ \$267.41
- (2) ACCOUNTANTS (See Professions)
- (3) ADMINISTRATIVE OFFICE ~~63.67~~ \$63.67
- (4) ADVERTISING:
 - a. Agency—General ~~126.79~~ \$133.13
 - b. Coupon book publisher or distribution ~~254.68~~ \$267.41
 - c. Directory or guide book publisher..... ~~127.34~~ \$133.71
 - d. Handbill or sample distribution (Except licensed persons advertising their own business) ~~89.13~~ \$93.59
 - e. Soliciting for publication-not listed in city ~~63.67~~ \$63.67
 - f. Sound amplification vehicle, each vehicle carrying banners, signs or cartoons except as part of licensed parade ~~63.67~~ \$63.67
 - g. Advertising business:
 - 1. Outdoor advertising business ~~63.67~~ \$63.67
 - 2. Construction, installation or maintenance, lease or rental, posting or painting of signs or billboards for advertising other than the business conducted on premises where display is located ~~254.68~~ \$267.41
 - h. Schemes, devices and inducements for business (not provided elsewhere—special local business tax required) ~~289.44~~ \$303.88
 - i. Parade, including autos, trucks and wagons carrying advertising signs, musical instruments or other devices to attract attention, each parade (city manager approval required) ~~127.34~~ \$133.71
- (5) AGENT OR AGENCY:
 - a. Books, magazines or newspapers ~~63.67~~ \$63.67
 - b. Claim or collection ~~89.13~~ \$93.59
 - c. Consultant ~~89.13~~ \$93.59
 - d. Credit reporting ~~89.13~~ \$93.59
 - e. Errand and courier services ~~63.67~~ \$63.67

- f. Insurance (See Insurance)
 - g. Manufacturers representative ~~127.34~~ \$133.71
 - h. Marketing ~~89.13~~ \$93.59
 - i. Tangible goods (dealer) ~~63.67~~ \$63.67
 - j. Private detective company ~~127.34~~ \$133.71
- Each additional detective ~~63.67~~ \$63.67
- k. Travel (submit certificate from consumer services) ~~89.13~~ \$93.59
 - l. Real estate (See Real Estate)
 - m. Employment ~~89.13~~ \$93.59
 - n. Packaging/shipping ~~63.67~~ \$63.67
- (6) ALARM SYSTEM, FIRE, BURGLARY, Sales and service ~~63.67~~ \$63.67
 - (7) AMBULANCE SERVICE, Not connected with funeral home ~~76.41~~ \$80.23
 - (8) AMUSEMENT PARK ~~289.41~~ \$303.88
 - (9) AMUSEMENT PARLOR, More than three game machines ~~254.68~~ \$267.41
 - (10) AMUSEMENT RIDES, each per day ~~36.38~~ \$38.20
 - (11) APPRAISERS ~~89.13~~ \$93.59
 - (12) ARMORED CAR SERVICE ~~89.13~~ \$93.59
 - (13) ARTIST:
 - a. Commercial ~~89.13~~ \$93.59
 - b. Portrait ~~63.67~~ \$63.67
 - c. Free-lance ~~63.67~~ \$63.67
 - (14) ASTROLOGER ~~798.77~~ \$838.71
 - (15) AUCTION HOUSES ~~254.68~~ \$267.41
 - (16) AUCTIONEERS, Per day (Must comply with F.S. § 468.386) ~~127.34~~ \$133.71
 - (17) AUTOMOTIVE: Business carried on at different locations shall each be licensed as a separate entity. Each business engaging at a single location in more than one of the six classes of activities listed below may secure a combination local business tax receipt. Rate will be that fee, which is highest for any single activity engaged in plus one-half the single or graduated fee specified for each of the other classes of business undertaken.
- Automobile and truck:
- 1. Agency—Sale and servicing of new and used cars and trucks. Includes Classes 2, 3 and 4 listed below ~~254.68~~ \$267.41
 - 2. Dealer—Sale and servicing of only used cars and trucks. Includes Classes 3 and 4 listed below ~~127.34~~ \$133.71
 - 3. Garage—General repairs, Includes Class 4 listed below (submit certificate from consumer services) ~~89.13~~ \$93.59

4. Repairs and replacement—Specialized service and excluding general repair work:

Accessories

Batteries

Body and fender, includes painting

Brakes

Carburetor

Generator

Ignition

Mufflers

Painting and undercoating

Radiators

Speedometers

Springs

Tires

Tops

Transmissions

Upholstery and seat covers

Wheel alignment and balancing

License for one of the above~~63.67~~ \$66.85

For any two or more of the above~~89.13~~ \$93.59

5. Services:

i. Rental—Cars only~~127.34~~ \$133.71

ii. Trucks only~~63.67~~ \$66.85

iii. Combination rental—Cars and trucks~~191.00~~ \$200.55

iv. Parking lot and storage:

Temporary per day~~12.74~~ \$13.38

1—10 cars~~38.21~~ \$40.12

11—20 cars~~63.67~~ \$66.85

21—50 cars~~127.34~~ \$133.71

51—75 cars~~191.00~~ \$200.55

76—100 cars~~289.41~~ \$303.88

Over 100 cars~~382.02~~ \$401.12

v. Washing and polishing, unless licensed in Classes 1, 2, 3 or 6~~63.67~~ \$66.85

- vi. Wrecking or towing service, unless licensed in Classes 1, 2, 3 or 4~~63.67~~
\$66.85
- 6. Service station: One pump~~38.24~~ \$40.12
Each additional pump~~18.20~~ \$19.11
- 7. Hauling trailers—Rentals:
1—5 trailers~~38.24~~ \$40.12
10 trailers~~63.67~~ \$66.85
20 trailers~~89.13~~ \$93.59
21—50 trailers~~127.34~~ \$133.71
- (18) BAIT DEALERS, RETAIL OR WHOLESALE~~50.94~~ \$53.43
- (19) BAKED GOODS, DELIVERY AND/OR SALES~~63.67~~ \$66.85
- (20) BARS, CABARETS, LOUNGES, NIGHTCLUBS, ETC., except bars, cabarets, lounges
and nightclubs in a restaurant or motel:
0—5 employees~~115.76~~ \$121.55
6—15 employees~~144.70~~ \$151.94
16—25 employees~~173.65~~ \$182.33
Over 25 employees~~202.59~~ \$212.72
- (21) BARBERSHOPS:
First chair~~63.67~~ \$66.85
Each additional chair~~6.36~~ \$6.68
- (22) BEAUTY PARLORS AND BEAUTY CULTURISTS:
First booth or chair~~63.67~~ \$66.85
Each additional booth or chair ~~6.36~~ \$6.68
- (23) BILLIARD, POOL OR BAGATELLE:
First table~~63.67~~ \$66.85
Each additional table~~25.47~~ \$26.74
- (24) BICYCLE SHOPS—Sales and repair shop~~89.13~~ \$93.59
Repair only~~38.24~~ \$40.12
- (25) BOAT AND LAUNCHES—Power and sail:
a. Charter or party having a capacity of eight passengers or less, each boat
~~76.44~~ \$80.23
b. Charter or party having a capacity of more than eight passengers, less than 30,
each boat~~127.34~~ \$133.71
c. Charter or party having a capacity of more than 30 passengers, each boat,
~~115.50~~ \$121.28 plus each passenger over 30 @ (based on Coast Guard rating)
.....~~2.72~~ \$2.86

- d. Boats, dealer in, broker~~127.34~~ \$133.71
- e. Boat marina or storage, including dry storage:
 - 1—10 slips ~~63.67~~ \$66.85
 - 11—50 slips ~~66.85~~ \$70.19
 - Plus each slip over 10 at ~~2.54~~ \$2.67
 - 51—100 slips ~~165.54~~ \$173.82
 - Plus each slip over 50 at ~~1.82~~ \$1.91
 - Over 100 slips ~~229.22~~ \$240.68
 - Plus each slip over 100 at ~~0.90~~ \$0.95
 - Maximum fee shall be ~~382.02~~ \$401.12
- f. Boat charter agency~~89.13~~ \$93.59
- g. Jet ski, boat rental, parasail business~~89.13~~ \$93.59
 - Each water craft~~11.58~~ \$12.16
- h. Private boat slips for rent~~89.13~~ \$93.59
- i. Boat cleaning~~76.41~~ \$80.23
- (26) BLUEPRINT, PHOTOSTAT OR SIMILAR REPRO-*DUCTION*~~63.67~~ \$66.85
- (27) BOTTLED DELIVERY (messenger and package delivery service):
 - Wholesale—Soft drinks and water:
 - First truck ~~63.67~~ \$66.85
 - Each additional truck~~25.47~~ \$26.74
- (28) BOWLING ALLEYS, Each alley ~~25.47~~ \$26.74
- (29) BUSINESS CONSULTANT~~89.13~~ \$93.59
- (30) CARNIVALS AND CIRCUSES~~254.68~~ \$267.41
- (31) CATERER: ~~Canteen, wagon or truck~~ mobile food dispensing vehicle~~63.67~~ \$66.85
- (32) CHARACTER READER: Per person~~798.77~~ \$838.71
- (33) CHRISTMAS TREE STAND: For season~~25.47~~ \$26.74
- (34) CLAIRVOYANT~~798.77~~ \$838.71
- (35) COLD STORAGE OR REFRIGERATION PLANT (Not operated by, for and in connection with other city-licensed business) ~~89.13~~ \$93.59
- (36) CONFECTIONERY STORE (Without other merchandise)~~50.94~~ \$53.46
- (37) CONTRACTORS:
 - a. General building contractors:
 - 1. General contractor (unlimited)~~254.68~~ \$267.41
 - 2. Building contractor (commercial and residential) to four-story ~~231.53~~ \$243.11

3. Residential (one- and two-) family ~~173.65~~ \$182.65

Contractor or subcontractor covers construction or installation and maintenance or repair. Businesses carried on at different locations shall each be licensed as a separate entity. Each business engaging at a single location in more than one of the activities listed below shall secure a combination local business tax receipt unless otherwise indicated. Maximum fee is ~~\$242.55~~ \$231.00. Additional local business tax receipt required for any manufacturing or retail sales operation.

~~4. Contractors (see City of Madeira Beach Fee and Collection Procedure Manual, Article III, H (1))~~

- b. Acoustics ~~115.76~~ \$121.55
- c. Aluminum fabrication and/or installation ~~115.76~~ \$121.55
- d. Awning, shade and Venetian blinds ~~115.76~~ \$121.55
- e. Boiler ~~115.76~~ \$121.55
- f. Carpet cleaning and furniture cleaning ~~115.76~~ \$121.55
- g. Carpentry, cabinet and millwork ~~115.76~~ \$121.55
- h. Demolition ~~115.76~~ \$121.55
- i. Docks and seawalls ~~115.76~~ \$121.55
- j. Dredging ~~115.76~~ \$121.55
- k. Drywall ~~115.76~~ \$121.55
- l. Electrical ~~115.76~~ \$121.55
- m. Elevator ~~115.76~~ \$121.55
- n. Excavating ~~115.76~~ \$121.55
- o. Fence erectors ~~115.76~~ \$121.55
- p. Filling and grading ~~115.76~~ \$121.55
- q. Floor covering, laying, sanding and finishing ~~115.76~~ \$121.55
- r. Garage door and operator installation ~~115.76~~ \$121.55
- s. Framing and trim ~~115.76~~ \$121.55
- t. Glazing ~~115.76~~ \$121.55
- u. Gunite and sandblasting ~~115.76~~ \$121.55
- v. Hauling, trucking or moving ~~115.76~~ \$121.55
- w. Heating, ventilation and air conditioning ~~115.76~~ \$121.55
- x. Housemoving ~~115.76~~ \$121.55
- y. Insulation ~~115.76~~ \$121.55
- z. Intercommunication and sound system ~~115.76~~ \$121.55
- aa. Janitorial service ~~115.76~~ \$121.55
- bb. Land clearing ~~115.76~~ \$121.55

- cc. Landscaping
1. Landscapers and tree surgeons~~76.41~~ \$80.23
 2. Lawn service (maintenance only)~~25.47~~ \$26.74
 3. Lawn and tree spraying (power equipment) ~~63.67~~ \$66.85
 4. Lawn service (general)~~63.67~~ \$66.85
- dd. Lathers and plasters~~115.76~~ \$121.55
- ee. Masonry, concrete, block, brick and stone~~115.76~~ \$121.55
- ff. Ornamental iron work~~115.76~~ \$121.55
- gg. Painters and paperhangers~~115.76~~ \$121.55
- hh. Paving, curbs and gutters: Public thoroughfare and parking lots~~115.76~~ \$121.55
- ii. Pest control~~115.76~~ \$121.55
- jj. Pilings~~115.76~~ \$121.55
- kk. Pipe lines~~115.76~~ \$121.55
- ll. Plumbing and gas fitting~~115.76~~ \$121.55
- mm. Refrigeration, commercial and industrial ~~115.76~~ \$121.55
- nn. Roofing and siding ~~115.76~~ \$121.55
- oo. Roof coating and cleaning~~115.76~~ \$121.55
- ~~pp. Seawalls and docks 115.76~~
- ~~ppqq.~~ Sheet metal, installation only ~~115.76~~ \$121.55
- ~~qqrr.~~ Siding, gutters, soffit, fascia~~115.76~~ \$121.55
- ~~rrss.~~ Solar installation ~~115.76~~ \$121.55
- ~~sstt.~~ Sprinkler system (building, fire, lawn and watering)~~115.76~~ \$121.55
- ~~ttuu.~~ Steel erectors, installation only~~127.34~~ \$133.71
- ~~uuvv.~~ Swimming pools~~127.34~~ \$133.71
- ~~vvww.~~ Tile, marble and terrazzo~~89.13~~ \$93.59
- ~~wwxx.~~ Waterproofing, caulking ~~89.13~~ \$93.59
- ~~xyyy.~~ Well drilling~~89.13~~ \$93.59
- ~~yyzz.~~ Window, screen and jalousie installation~~89.13~~ \$93.59
- ~~zzaaa.~~ Unclassified (submit contractor)~~89.13~~ \$93.59
- (38) CONVALESCENT, NURSING, AND RETIREMENT HOMES—HOSPITALS, ETC.:
- 1—10 beds~~126.79~~ \$133.13
 - Each additional bed~~5.09~~ \$5.34
- (39) DAIRY PRODUCTS, PERSON OR FIRM DELIVERING OR SELLING MILK AND BY COMMODITIES AND BY-PRODUCT THEREOF:

- First truck~~89.13~~ \$93.59
- Each additional truck~~24.37~~ \$25.59
- (40) DANCE STUDIO (Ballroom dancing to submit certificate from consumer services)
~~127.34~~ \$133.71
- (41) DANCING, DANCE HALL~~798.77~~ \$838.71
- (42) DECORATOR, INTERIOR ~~89.13~~ \$93.59
- (43) DIVINE HEALER ~~798.77~~ \$838.71
- (44) DRESSMAKING, SEAMSTRESS, MILLINER (See Home Occupation)~~63.67~~
\$66.85
- (45) DRY CLEANING, LAUNDRIES, LINEN SERVICE (not self-service):
- 1—5 employees and proprietor ~~127.34~~ \$133.71
 - Over 5 employees, each employee~~5.09~~ \$5.34
 - Pickup stations only~~63.67~~ \$66.85
- (46) DRY CLEANING AND LAUNDRY AGENCIES, each truck~~89.13~~ \$93.59
- (47) ENTERTAINMENT, MUSICAL, CONCERT OR SHOW where not held in licensed theater and where the gross proceeds from such entertainment, musical, concert or show is not devoted solely to a bona fide religious, educational, charitable or fraternal purpose. Each performance:
- Where admission is \$1.50 or less~~25.47~~ \$26.74
 - Where admission is over \$1.50~~50.94~~ \$53.49
- (48) EQUIPMENT RENTAL:
- Small tools, machines, sports, radio and television, appliances, hospital and household ~~89.13~~ \$93.59
 - Construction, road, industrial, agricultural, tools, machinery and implements
~~127.34~~ \$133.71
- (49) EXHIBITS AND ATTRACTIONS: Where admission is charged or donations accepted:
- Permanent, each location~~254.68~~ \$267.41
 - Temporary, per day~~25.47~~ \$26.74
- (50) FIREWORKS STAND (Requires prior approval of the board of commissioners) ~~57.89~~
\$60.78
- (51) FISH DEALERS~~76.41~~ \$80.23
- (52) FLORISTS~~76.41~~ \$80.23
- (53) FORTUNETELLERS~~798.77~~ \$838.71
- (54) FRUIT PACKING AND SHIPPING:
- Proprietor of~~76.41~~ \$80.23
 - Each employee~~18.20~~ \$19.11
 - Agency or branch sales only~~76.41~~ \$80.23

- (55) FUNERAL DIRECTORS~~254.68~~ \$267.41
- (56) FURNITURE, REFINISH, REUPHOLSTER, CLEAN AND REPAIR:
- a. Employees, including proprietor~~89.13~~ \$93.59
 - b. 2—4 employees ~~101.87~~ \$106.96
 - c. Over 4 employees~~127.34~~ \$133.71
- (57) GAME MACHINES, COIN-OPERATED:
- a. Dealer or lessor~~254.68~~ \$267.41
 - b. Each machine, three or less not commercial recreation (to be paid by owner or by person in whose place of business the machine is operated)~~23.94~~ \$25.14
- (58) GASOLINE AND OIL, Wholesale:
- a. Bulk plant and one truck~~254.68~~ \$267.41
 - b. Each additional truck~~63.67~~ \$66.85
- (59) GOLD AND SILVER, PLATINUM and OTHER PRECIOUS STONES, DEALERS
(county license required)
- County code reference—Precious metals dealers, § 26-201 et seq. ~~254.68~~ \$267.41
- (60) GOLF, MINIATURE, 18 holes~~89.13~~ \$93.59
- Each hole over~~185.46~~ \$194.73
- Driving range~~89.13~~ \$93.59
- ~~(61) GUNS, DEALERS AND REPAIRS 127.34~~
- ~~(6261)~~ HALL FOR RENT ~~89.13~~ \$93.59
- ~~(6362)~~ HANDICRAFTS—Jewelry, beads and similar articles made by hand
(manufacturer)~~127.34~~ \$133.71
- ~~(6463)~~ HEALTH CLUBS AND REDUCING SALONS
State law reference(s)—Regulations, F.S. ch. 501.
(Submit certificate from consumer services)~~127.34~~ \$133.71
- ~~(6564)~~ HEARING AID—AGENT OR DEALER~~89.13~~ \$93.59
- ~~(6665)~~ HOME OCCUPATIONS (see appropriate category for tax)
- ~~(6766)~~ ICE: Retail stations, coin-operated or other, each~~12.74~~ \$13.38
- ~~(6867)~~ ICE CREAM:
a. Wholesale, dealers in~~127.34~~ \$133.71
b. Retail store or drive-in~~76.41~~ \$80.23
- ~~(6968)~~ IMPORT/EXPORT~~95.50~~ \$100.28
- ~~(7069)~~ INSURANCE:
a. Each company writing one or more of the following:
1. Accident and health ~~89.13~~ \$93.59
2. Burglary and robbery~~89.13~~ \$93.59

3. Casualty and liability~~89.13~~ \$93.59
4. Fidelity and surety bonds~~89.13~~ \$93.59
5. Fire and occupancy~~89.13~~ \$93.59
6. Funeral benefit~~89.13~~ \$93.59
7. Life~~89.13~~ \$93.59
8. Marine~~89.13~~ \$93.59
9. Title guarantee~~89.13~~ \$93.59
10. Workmen's compensation~~89.13~~ \$93.59
- b. Placed in city by local agent or traveling representative~~89.13~~ \$93.59
- c. Adjuster (separate local business tax receipt per person)~~127.34~~ \$133.71
- d. Agency (local office acting for one or more insurance companies). Covers only one principal owner, manager or agent~~127.34~~ \$133.71
- e. Agent, salesman, solicitor, collector: Each additional such employee of city-licensed agency~~38.20~~ \$40.11
- (~~7470~~) INVESTMENT COUNSELOR: Independent, not salaried employee or associate of city-licensed firm~~127.34~~ \$133.71
- (~~7271~~) KENNEL ~~89.13~~ \$93.59
- (~~7372~~) KINDERGARTEN, NURSERY OR CHILD CARE CENTER~~63.67~~ \$63.67
- (~~7473~~) KNIFE, SCISSORS AND TOOL SHARPENING:
 - a. Hand-operated~~38.20~~ \$40.11
 - b. Mobile unit with power equipment~~50.94~~ \$53.49
- (~~7574~~) LABORATORY: Analytical, chemical testing, dental, medical research, etc.
~~126.79~~ \$133.13
- (~~7675~~) LAUNDRY, SELF-SERVICE:
 - a. Washers and dryers (coin-operated or otherwise):
 - 1—10 machines~~63.67~~ \$66.85
 - Over 10 machines, each additional ~~2.55~~ \$2.68
 - b. Dry cleaning machines, each ~~12.74~~ \$13.38
- (~~7776~~) LOAN, FINANCE OR CONSUMER DISCOUNT: Excluding banks, credit unions, and pawnbrokers~~254.68~~ \$267.41
- (~~7877~~) LOCKSMITH, Except city-licensed merchant~~89.13~~ \$93.59
- (~~7978~~) LUMBER COMPANIES AND SUPPLY HOUSES~~127.34~~ \$133.71
- (~~8079~~) MAIL ORDER ~~93.83~~ \$98.52
- (~~8180~~) MANAGEMENT CONSULTANT~~93.83~~ \$98.52
- (~~8281~~) MANUFACTURING, FABRICATING, PROCESSING AND COMPOUNDING
~~127.34~~ \$133.71

- (~~8382~~) MARINE WAYS: With or without drydock:
- a. Proprietor only ~~89.13~~ \$93.59
 - b. Each employee ~~6.36~~ \$6.68
- (~~8483~~) MASSAGE, MASSEUR OR MASSEUSE (Must comply with F.S. ch. 480)
~~89.13~~ \$93.59
- (~~8584~~) MERCHANTS AND MERCHANDISING:
- a. Retail and wholesale up to \$1,000.00 stock on hand, in storage and including stock held on consignment ~~63.67~~ \$66.85
 - b. Each additional \$1,000.00 or fraction of stock held on consignment ~~7.64~~ \$8.02
Maximum tax for merchandise ~~254.68~~ \$267.41
 - c. Merchants operating from trucks or other vehicles with one person (driver, owner or operator) where stock schedule not applicable ~~76.44~~ \$80.23
Each additional solicitor or salesman ~~25.47~~ \$26.74
 - d. Delivery trucks, each ~~25.47~~ \$26.74
- (~~8685~~) MESSENGER, PACKAGE DELIVERY SERVICE ~~63.67~~ \$66.85
Each additional vehicle ~~25.47~~ \$26.74
- (~~8786~~) MOTION PICTURE THEATERS ~~191.00~~ \$200.55
- (~~8887~~) MOTORCYCLE, MOTORBIKE AND MOTOR SCOOTER:
- a. Sales, repair and rental ~~89.13~~ \$93.59
 - b. Service/repair only ~~50.94~~ \$53.49
 - c. Rental only ~~50.94~~ \$53.49
- (~~8988~~) MUSIC MACHINE—COIN-OPERATED: (Does not cover amusement or vending machines)
- a. Dealer or lessor ~~191.00~~ \$200.55
 - b. Operator or lessee, each machine: Operator's local business tax to be collected from person in whose place of business the machine is operated ~~28.94~~ \$30.39
- (~~9089~~) MUSIC STUDIO ~~63.67~~ \$66.85
- (~~9190~~) NAIL SCULPTURE ~~63.67~~ \$66.85
Each additional table ~~6.36~~ \$6.68
- (~~9291~~) NEWSPAPERS AND PUBLICATIONS—Applicable for main office or branch office for route distribution (excepting religious, educational, charitable, fraternal or veteran sponsored, also civic association publication)
- a. Daily ~~127.34~~ \$133.71
 - b. Weekly ~~89.13~~ \$93.59
- (~~9392~~) PALMIST ~~798.77~~ \$838.71

- (~~9493~~) PAWNBROKER (submit certificate from consumer services)~~573.03~~ \$601.68
- (~~9594~~) PET SHOPS AND ANIMAL GROOMING~~63.67~~ \$66.85
- (~~9695~~) PHOTOGRAPHERS:
- a. Studio and supplies (see Merchant)
 - b. Each photographer~~63.67~~ \$66.85
 - c. Film processing~~63.67~~ \$66.85
- (~~9796~~) PHRENOLOGIST~~798.77~~ \$838.71
- (~~9897~~) PLATING OR ANODIZING (metal)~~89.13~~ \$93.59
- (~~9998~~) PRINTING, ENGRAVING, LITHOGRAPHING AND BINDING SHOPS~~89.13~~ \$93.59
- Plus each employee~~6.36~~ \$6.68
- (~~10099~~) PROFESSIONS:
- a. Accountant~~127.34~~ \$133.71
 - b. Architect~~191.00~~ \$200.55
 - c. Attorney~~191.00~~ \$200.55
 - d. Auditor~~127.34~~ \$133.71
 - e. Bookkeeper~~89.13~~ \$93.59
 - f. Broker (bonds, stocks, and other investments)~~254.68~~ \$267.41
 - g. Chiropodist~~126.79~~ \$133.13
 - h. Chiropractor~~191.00~~ \$200.55
 - i. Dental hygienist~~89.13~~ \$93.59
 - j. Dentist~~191.00~~ \$200.55
 - k. Doctor~~191.00~~ \$200.55
 - l. Draftsman~~89.13~~ \$93.59
 - m. Electrologist~~89.13~~ \$93.59
 - n. Engineers:
 - 1. Individual~~191.00~~ \$200.55
 - 2. Firm, company, corporation or association~~254.68~~ \$267.41 - o. Naprapath~~191.00~~ \$200.55
 - p. Naturopathy~~191.00~~ \$200.55
 - q. Homeopathic physician~~191.00~~ \$200.55
 - r. Optician, oculist, optometrist~~191.00~~ \$200.55
 - s. Osteopath~~191.00~~ \$200.55
 - t. Pharmacist~~89.13~~ \$93.59
 - u. Physical culturist~~89.13~~ \$93.59

- v. Physical therapist ~~89.13~~ \$93.59
- w. Physiotherapist ~~89.13~~ \$93.59
- x. Psychologist ~~191.00~~ \$200.55
- y. Podiatrist ~~127.34~~ \$133.71
- z. Security guard ~~89.13~~ \$93.59
- aa. Surveyor:
 - 1. Individual ~~89.13~~ \$93.59
 - 2. Firms, etc ~~165.54~~ \$173.82
- bb. Veterinarian ~~191.00~~ \$200.55
- cc. Counseling ~~191.00~~ \$200.55
- dd. Any profession not listed ~~191.00~~ \$200.55
- (~~101~~100) PROMOTER: Entertainments, exhibits and exhibitions, shows, sports events and charity fund raising drives ~~289.41~~ \$303.88
- (~~102~~101) PUBLIC RELATIONS:
 - a. Individual ~~127.34~~ \$133.71
 - b. Firms, etc. ~~191.00~~ \$200.55
- (~~103~~102) PUBLIC STENOGRAPHER (typist) ~~38.20~~ \$40.11
- (~~104~~103) REAL ESTATE:
 - a. Broker or appraiser ~~89.13~~ \$93.59
 - b. Salesman ~~38.20~~ \$40.11
 - c. Property management ~~63.67~~ \$66.85

Under state real estate laws, any person who carries a valid real estate registration card is considered to be actively engaged in the real estate business, which makes him subject to the local business tax schedule. Nonresident companies will be charged as salesmen.

(~~105~~104) RENTAL UNITS: (Five and over require a state license)

Owners of two-family dwellings and the manager or owners of apartments in below listed rental units are exempt:

- a. With cooking facilities or where cooking is permitted, rental units, each ~~9.27~~ \$9.73
- b. Without cooking facilities, rental units each ~~6.95~~ \$7.30
- (~~106~~105) RENTING SERVICES OTHER THAN REAL ESTATE AND AUTOMOBILES AND TRUCKS, INCLUDING DOCKS ~~89.13~~ \$93.59
- (~~107~~106) REPAIR SHOPS AND SERVICES: Other than garage and machine; including shoe repair and similar repair:
 - a. Proprietor only ~~63.67~~ \$66.85
 - b. Each employee ~~6.95~~ \$7.30
- (~~108~~107) RESTAURANTS, LUNCH ROOMS, CAFETERIAS:

- a. 1—20 seats~~57.89~~ \$60.78
- b. All over 20 seats \$50.00 plus each additional at~~1.94~~ \$2.01
- c. Stand or counter without seats~~89.13~~ \$93.59
- d. Drive-in~~127.34~~ \$133.71

Local business tax receipt for any combination of above three types of establishment will be issued at the highest fee specified for any one type plus one-half of the fee for each of any others. Additional fee for preparation of food for consumption off premises if these sales produce more than 20 percent of the total volume.

Also requires each applicable local business such as beverage, dancing, entertainment, merchant, etc., unless connected with business requiring a local business tax receipt, the first \$500.00 of merchandise for sale such as cigars, cigarettes, candy, novelties, etc., shall be exempt.

(~~109~~108) RINK SKATING (Skating or other devices) ~~127.34~~ \$133.71

(~~110~~109) CREDIT UNIONS and BANKS:

Tax is computed on the basis of the total resources as of December 31 of the previous year.

\$ 0 to \$10,000,000.00~~463.05~~ \$486.20

\$10,000,000.00 to \$20,000,000.00~~520.94~~ \$546.99

\$20,000,000.00 to \$30,000,000.00~~578.81~~ \$607.75

\$30,000,000.00 to \$40,000,000.00~~636.70~~ \$668.54

\$40,000,000.00 to \$50,000,000.00~~694.58~~ \$729.31

(~~111~~110) SCHOOLS, PRIVATELY OPERATED FOR PROFIT:

- a. Schools for students under 18 years of age, but older than nursery or kindergarten~~89.13~~ \$93.59
- b. Schools for students 18 years of age and older:
 - 1—10 students~~89.13~~ \$93.59
 - 11—25 students ~~127.34~~ \$133.71
 - 26—50 students~~191.00~~ \$200.55
 - Over 50 students~~305.64~~ \$320.89

(~~112~~111) SECONDHAND STORES:

- a. Dealer in clothing~~63.67~~ \$66.85
- b. Dealer in other commodities~~127.34~~ \$133.71

(~~113~~112) SIGNS—Painters:

- a. Individual ~~63.67~~ \$66.85
- b. Firms, companies, corporations or association~~127.34~~ \$133.71

(~~114~~113) SOFT WATER SERVICE:

- a. First truck ~~63.67~~ \$66.85
- b. Each additional truck~~12.74~~ \$13.38

(~~115~~114) SWIMMING POOL:

- a. Public~~127.34~~ \$133.71
- b. Maintenance ~~76.44~~ \$80.23

(~~116~~115) TAILOR~~63.67~~ \$66.85

(~~117~~116) TANNING SALON~~63.67~~ \$66.85

Each additional booth, table~~6.36~~ \$6.68

(~~118~~117) TATTOO PARLOR ~~347.29~~ \$364.65

(~~119~~118) TAX SERVICE~~89.13~~ \$93.59

(~~120~~119) TAXICAB OPERATING WITHIN CITY:

- a. Each~~63.67~~ \$66.85
- b. Each additional ~~25.47~~ \$26.74
- c. Driver~~9.54~~ \$10.02
- d. Background check ~~46.54~~ \$17.37

(~~121~~120) TAXIDERMIST ~~63.67~~ \$66.85

(~~122~~121) TELEPHONE:

- a. Answering service~~63.67~~ \$63.67
- b. Offices or substations~~289.41~~ \$303.88
- c. Branch~~127.34~~ \$133.71
- d. Any person, firm or corporation soliciting by telephone, business for others (submit certificate from consumer services) ~~289.41~~ \$303.88

(~~123~~122) TELEVISION, CABLE TELEVISION, RADIO~~289.41~~ \$303.88

(~~124~~123) TOILETS, PORTABLE SERVICE~~63.67~~ \$66.85

(~~125~~124) TRANSIT OR READY-MIX CEMENT AND CON-CRETE. This required of any distributor making deliveries and/or sales within the city limits, regardless of location of plant.~~127.34~~ \$133.71

(~~126~~125) VENDING MACHINES (Does not cover amusement or music machines):

- a. Dealer or lessor ~~127.34~~ \$133.71
- b. Operator or lessee ~~28.94~~ \$30.39

Operator's local business tax to be collected from person in whose place of business the machine is operated. No local business tax shall be required for any vending machine where the entire proceeds from such machine is used for recognized charitable or benevolent purposes.

(~~127~~126) UNCLASSIFIED BUSINESS. Every business, profession or exhibition substantially fixed or temporarily engaged in by any person within the city and for which no license fee has been otherwise provided and not specifically designated in this section shall pay a local business tax of~~347.29~~ \$364.65

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

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

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

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

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

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

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____



Memorandum

Meeting Details: July 24, 2024

Prepared For: Hon. Mayor Brooks & Board of Commissioners

Staff Contact: Andrew Laflin, Finance Director

Subject: Ordinance 2024-16 Fees and Collection Procedure Manual – FY 2024 Update #2

Background

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

Exhibit A - Fees and Collection Procedure Manual with tracked changes. Within Exhibit A, all updates to the manual, including addition of new fees, changing existing fees, modification of current explanatory language, and other similar changes, are included in red font with previous fee amounts and language stricken. Thus, Exhibit A provides an illustration of listed fees before and after the amendments resulting from Ordinance 2024-16. The primary area or departments involved in these proposed fee changes are as follows:

- Development Services – Site Plan Review and Zoning update.
- Finance Department – Parking Fee increase from \$3.00 to \$4.00 an hour.
- Fire Department – Short Term Vacation Rental Inspection - Annual \$100.00

Municipal Marina – Transient, Wet Slip & Dry Storage rental fee update.

Fiscal Impact

This amendment will result in additional revenues for the City to support the services, facilities, and other amenities provided by the City.

Recommendation(s)

Staff recommends approval of Ordinance 2024-16 on First Reading.

Attachments

- Ordinance 2024-16
- Exhibit A: Fees and Collection Procedure Manual with tracked changes

ORDINANCE 2024-16

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING THE FEES AND COLLECTIONS PROCEDURE MANUAL; REPEALING ORDINANCE 2024-05; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Commissioners finds it appropriate to regularly review and amend the amount and type of fees collected in order to reflect the cost of service and facility provision city-wide; and

WHEREAS, the Board of Commissioners wishes to amend the Fees and Collection Procedure Manual to revise certain fees.

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

SECTION 1. The Fees and Collections Procedure Manual attached hereto as Exhibit A is hereby adopted

SECTION 2. That Ordinance 2024-05 is hereby repealed.

SECTION 3. That this Ordinance shall be deemed severable. If any part of the Ordinance is deemed unconstitutional, it shall not affect the constitutionality of other portions of the Ordinance.

SECTION 4. That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be hereby repealed insofar as the same effect this Ordinance.

SECTION 5. That this Ordinance shall be in full force and effect upon adoption in the manner provided by law.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS ____ day of _____, 2024.

Anne-Marie Brooks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Exhibit A Ordinance 2024-16



FEES & COLLECTION PROCEDURE MANUAL

(Updated Through Ordinance 2024-16)

Office of the City Clerk

Adopted: _____

FEES & COLLECTION PROCEDURE MANUAL

(UPDATED THROUGH ORDINANCE 2024-16)

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ARTICLE VII. MUNICIPAL MARINA 26-28

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

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

SECTION A. What is a public record?

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

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

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

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

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

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

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

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

Accordingly, the "reasonable conditions" do not include a rule or condition of inspection which operates to restrict or circumvent a person's right of access. AGO 75-50. "The courts of this state have invalidated measures which seek to impose any additional burden on those seeking to exercise their rights to obtain records" under Ch. 119, F.S. inf. op. to Cook, May 27. 2011. And see *State v. Webb*, 786 so. 2d 602 (Fla. 1st DCA 2001) (requirement that persons with custody of the public records allow records to be examined "at any reasonable time, under reasonable conditions" is not unconstitutional as applied to public records custodian who was dilatory in responding to public records requests).

A public records request "shall provide sufficient specificity to enable the custodian to identify the

requested records. The reason for the request is not required to be disclosed." Fla. R. Jud. Admin 2.420(m)(l). The custodian "is required to provide access to or copies of records but is not required either to provide information from records or to create new records in response to a request." *Commentary, In re Report of the Supreme Court Workgroup on Public Records*, 825 So. 2d 889, 898 (Fla. 2002). The custodian having custody of the records shall determine whether the requested records are subject to the rule, whether there are any exemptions, and the form in which the record is provided. Fla. R. Jud. Admin. 2.420(m)(2). If the request is denied, the custodian shall state in writing the basis for the denial. *Id.*

SECTION C. Extensive requests pursuant to F.S. §199.07.(4).

Sec. 119.07(4)(d), F.S., provides, "[i]f the nature or volume of public records requested to be inspected or copied pursuant to this subsection is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required or both."

If a public records request requires an extensive use of the City's resources, a special service charge may be imposed. Special service charges will be calculated based upon the City's actual cost of burden, (wages, taxes, insurance, and benefits), for the lowest paid personnel capable of fulfilling the request.

Large volume of records requested. Deposits are based upon an actual estimate of the cost of production, with a minimum of 50% due before production of the records begins.

SECTION D. Fees for inspecting and copying public records pursuant to F.S. §119.07(1)(a).

Public records held by the City are open to inspection by any person, during reasonable times and under reasonable circumstances. Although Florida law makes some records exempt or confidential, the City wishes to make all non-exempt records available to the public at no cost provided the request to inspect or copy records does not involve an extensive use of City personnel or other resources.

- | | |
|-------------------------------------|--------|
| (1) One-sided copy, each page..... | \$0.15 |
| (2) Two-sided copy, each page..... | \$0.20 |
| (3) Certified copy, each page | \$1.00 |
| (4) Notary Public Fee..... | \$5.00 |
- Pursuant to F.S. §117.05(2a); the fee of a notary public may not exceed \$10.00 for any one notarial act, except provided in Sec. 117.045.)

****For all other requests, the fee prescribed for duplication of public records shall represent the actual cost of duplication.***

For purposes of this sections, "Duplicating" means the process of reproducing an image or images from an original to a final substrate through the electrophotographic, xerographic, LED, inkjet or dye sublimation, laser, or offset process or any combination of these processes, by which an operator can make more than one copy without rehandling the original.

SECTION E. Custodian of Public Records and Designated Custodians of Public Records

CUSTODIAN OF PUBLIC RECORDS

Clara VanBlargan, MMC, MSM, City
 Clerk cvanblargan@madeirabeachfl.gov
 Phone (727) 391-9951, ext. 231

RECORDS CUSTODIANS

The Records Custodian of each department are designated by the City Clerk. The records custodian of their department shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time under reasonable conditions and under supervision by the custodian (supervisor) of those public records to be inspected or copied. Although, the custodian "is required to provide access to or copies of records they are not required either to provide information from records or to create new records in response to a request." *Commentary, In re Report of the Supreme Court Workgroup on Public Records*, 825 So. 2d 889, 898 (Fla. 2002), and shall determine if the requested records are subject to the rule, whether there are any exemptions, and the form in which the record is provided. Fla. R. Jud. Adm in. 2.420(m)(2). If the request is denied, the custodian shall state in writing the basis for the denial. *Id.*

A list of designated department Records Custodians is posted in each department and on the City's website.

ARTICLE II. DEVELOPMENT SERVICES

A. General Development Services Fee Structure:

It is the intent of the City that all development review costs be borne by the beneficiaries. The initial nonrefundable fee will be required at the time an application is submitted. Costs for review services including personnel, consulting or material will be charged against the account of each application. At such time as costs meet the value of the submitted fee, all review activities will be suspended until the applicant submits an additional fee in an amount equal to the initial fee. Unused fee amounts beyond the initial nonrefundable fee will be reimbursed at issuance of the Certificate of Occupancy (CO). The cost of required advertising and mailing for major site plans, land use or zoning amendments will be charged separately and paid prior to the scheduling, advertising, or preparation of mailed notice for public hearings and/or meetings. These fees do not include costs associated with the developer's conduct of neighborhood/community meetings which will be the financial responsibility of the developer. This policy applies to all the fees of this section.

B. Special Magistrate Hearings. Fees for Special Magistrate Hearings shall be as follows:

(*Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 05.20, 09/14/2005; res. 04.08, 06/22/2004, Ord. 936, §1, 02/20/2001; Ord. 953, §2, 11/13/2001; Code 1983, §19-502*)

- (1) Zoning variances for residential dwelling units (per variance,-up to three units)\$1,800.00
- (2) Zoning variances for multifamily, tourist dwellings, or commercial.....\$2,000.00

(3) Special exception use	\$1,800.00
(4) Appeal of decision (appeal is refundable if decision is overruled).....	\$1,500.00
(5) After-the-fact variance (double fee) (Ordinance 2016-06)	\$3,600.00
(6) Conversion of a nonconforming non-habitable area into a habitable area	\$1,000.00
C. Alcoholic Beverage Permit Application Fee (Res. 2012-14, 09/05/2012)	\$800.00
D. Platting. (Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)	
(1) Review of construction drawings	\$500.00
(2) Replat	\$500.00
(3) Final	\$500.00
(4) Amendment to a plat	\$500.00
(5) Minor subdivision.....	\$350.00
(6) Lot line adjustments.....	\$200.00
(7) Unity of title	\$100.00
(8) Rescission of unity of title	\$250.00
E. Vacation. (Not including costs associated with referendum) (Res. 2016-24, 07/12/2016, Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)	
Right-of-way (as approved by referendum)	\$1,500.00
Easement (as approved by referendum when required)	\$1,500.00
F. Site Plan and Redevelopment Process Level of site plan review to be determined in accordance with city land development ordinance and interpreted by development review staff. (Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)	
(1) Minor Site Plan Review	\$300.00
(2) Intermediate Site Plan Review	
a. Preliminary Site Plan	\$300.00
b. First Review Site Plan Submittal	\$1,000.00
c. Each Additional Submittal	\$500.00
(3) Major Site Plan Review	

- ~~a. Preliminary Site Plan\$500.00~~
- b. First Review Site Plan Submittal\$2,000.00
- ~~c. Each Additional Submittal.....\$500.00~~

(4) Administrative Waiver\$500.00

(5) Encroachment Extension.....\$1,000.00

G. Zoning/Land Development Regulation Interpretations and Meetings – Base Fee.....\$100.00

~~(1) Single Family Fourplex.....\$100.00~~

~~(2) 5-12 Units, Commercial less than 2000sqft.....\$150.00~~

~~(3) 13 + Units, Temporary Lodging, Commercial more than 2000sqft.....\$200.00~~

Interpretation of land development regulations such as number of legal units existing on a property, nonconforming provisions, subdivision regulations, and/or Planning, Zoning or Predevelopment review meetings. Such services would include up to one hour of meeting and or research of the Planner and can include the preparation of a written interpretation. Time required above an hour or requiring the participation of additional staff, shall be charged at the employees' hourly rate plus benefits on a time for time basis. On-site consultation with planner or Certified Flood Plain Manager (as needed; by request) requires an additional fee of \$100.00.

H. Zoning Verification Letter\$100.00

Includes one hour of research. Additional time will be charged at the employee's hourly rate plus benefits.

(Res. 2016-24, 07/12/2016)

Verification in writing (formal letter on City stationary) as to the property's zoning. This includes a copy of the related district regulations. Such letters are often requested by realtors for property closings.

I. Land Development Regulations Amendment\$1,500.00
(Res. 2016-24, 07/12/2016)

J. Land Use Amendment\$3,000.00
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

K. Rezoning.....\$2,000.00
(Res. 07-14, 06/26/2007)

L. Planned Development (PD) and Planned Development Amendments. (Res. 07.14, 06/26/2007)

(1) Development Meetings-Charged as Plan Review Meetings at the combined hourly rate of all staff assigned by the Planning Director.

(2) Plan Review

a. Preliminary Plan and Standards Review\$1,500.00

b. First Plan and Standards Plan Review\$2,500.00

c. Each Subsequent Submittal\$500.00

Plus hourly rate of assigned staff

(3) Minor modifications not requiring full site plan, neighborhood/community meetings or zoning map amendment or amendment of the planned development agreement\$1,000.00

(4) Major modifications.....To be charged by the full rate for a new Planned Development.

(5) Development Agreements..... Application fee of \$500.00 and charges will include all staff and consulting time at hourly rates plus benefits and will be paid prior to execution of the Development Agreement Ordinance.

M. Special Agreements (for Development Agreements, see Section L)

(Res. 10.12, 07/20/2010; 07.14, 06/26/2007)

(1) For Board of Commissioner's Approval.....\$500.00

**Plus, City Attorney's legal and recording fees; i.e. encroachment(s); use of City parking area, etc.*

(2) For Administrative Review and Approval.....all staff hourly rates, legal and recoding fees

N. Unaddressed Research Requests – Base Fee \$100.00

O. FEMA/Floodplain Ordinance Interpretations and Reviews–Interpretation Base Fee \$100.00

Interpretation of the City's Floodplain Ordinance beyond the verification of the specific flood zone and the basic requirements related to that zone. Such request would include up to one hour of research and include the preparation of a written interpretation. Additional research time shall be charged at the rate of \$100 per hour.

Building Plan Review Base Fee of \$50 or 10% of any building permit fee of over \$1,000, whichever is greater plus \$100 additional fee for any revisions to signed and sealed plans or for site changes.

P. FEMA Verification Letter \$100.00

Verification of FEMA flood zone in writing (formal letter on city stationery) (Res. 2016-24; 07/12/2016)

Q. Solicitor's Permit (Res. 07.23, 12/11/2007)

(1) Permit for any business with current Local Business Tax Receipt (BTR)\$10.00

(2) Permit for any business without current BTR\$100.00

a. For each additional person participating without a BTR\$20.00

R. Short-term/Vacation Rental Certification Certificate of Compliance \$300.00

S. Specific Site Plan Applications

(1) Dog Dining Request\$75.00

A fee of \$75.00 shall be required for both the initial application and subsequent annual renewals requesting to allow dogs in specified outdoor area(s) of a food service establishment during operating hours. This fee shall offset the City's cost to administer, review and inspect such request.

This fee shall apply only to pet dogs, service animals are already permitted within business establishments by law.

(2) Sign, Murals, Banners.....\$75.00

T. Building Permit Fee Schedule.

The following building permit fee schedule shall be used when issuing a permit for any type of construction including, but not limited to, the following: Commercial, Residential, Single Family or Multi-Family for Building, Mechanical, Plumbing, Gas, Fire Roofing, Swimming Pools, Aluminum Structures, Interior or Exterior remodeling, Accessory Structures, Additions, Fuel Tanks, Alarms, Sprinklers, Driveways, Signs, Docks, Seawalls, Walls and Fences, Sheds, Infrastructure or Excavation, or any other type of construction under the Florida Building Code.

(Res. 2016-24, 07/12/2016; Res. 2016-03, 02/09/2016)

- (1) Residential and Commercial (NON-REFUNDABLE) permit plan review deposit fee
- Value of \$2,499 or less\$50.00
 - Value of \$2,500 or more..... 25% of total permit value (minimum \$50)

The application plan review fee shall be collected at the time of the submitted permit application. This shall be a non-refundable plan review application fee in addition to any other applicable fees listed in Article II, Section I (Building Permit Fee Schedule).

Definitions of "residential" and "commercial" are based on the ~~2017~~ 2020 Florida Building Code:

"Residential building" shall mean any "one- and two-family dwelling" or portion thereof, including "townhouses", that is used, or designed or intended to be used for human habitation, for living, sleeping, cooking, or eating purposes, or any combination thereof, and shall include accessory structures thereto.

"Commercial": for this code, all buildings that are not included in the definition of "residential buildings."

(2) EXPRESS Permit – issued same day (plus any additional applicable fees).....\$50.00

(3) Valuation Fee: Two percent 2% of the Total Project Value, which includes both materials and labor and other related fees).

(4) Florida Surcharge Fee: The Building Permit fee as required by Florida Law, a total of two and one-half (2½%) percent per permit. A minimum of four dollars for the Building Permit Fees.

(5) Pre-Permit Plan Review Fee: All plan review fees for large "commercial and residential" building permits including one-and-two family dwellings, townhouses, multifamily units and all commercial projects shall be:

- One-and-two family dwellings & townhouses\$250.00
- Multifamily units & commercial projects\$500.00
- FEMA - SI/SD projects\$250.00

- d. Minimum fee.....\$100.00
- (6) Re-examination of plans due to corrections, changes, or alterations, prior to or after permit issuance.
- a. Plan revisions (Minor, 2,499 sq. ft. or less)\$100.00
- b. Plan revisions (Large) greater than (>) 2500sq. ft.....\$250.00
- (7) Miscellaneous Fees:
- a. Certificate of Occupancy and/or Certificate of Completion\$50.00
- b. Letters of Determination (e.g., flood, building, etc.).....\$50.00
- c. Change of contractor (all trades).....\$50.00
- d. Change of use or occupancy.....\$50.00
- e. Demolition of structure:
- i. Demolition base fee (up to 5,000 sq\$100.00
- ii. Structures over 5,000 sq. ft\$250.00
- f. Early release of power (*before electrical final*).....\$50.00
- g. Moving of structure.....\$100.00
- h. Permit extension (*per extension*)\$50.00
- i. Transfer of Permit\$50.00
- j. Permit fee for applications performed by an outside entity:
The permit fee for an application when the Building Official has approved the request of the applicant to have an outside entity, contracted by the applicant, perform the required inspections shall be:
- i. Fee per sq. ft. of the proposed structure\$1.00
- ii. Minimum fee, (plus any applicable fees)\$50.00
- k. Red tags and/or failed inspection(s) (*per tag/inspection*)\$50.00
- l. Replacement of placard card (*per placard card*).....\$25.00
- m. Special consultation with Building Official (*as needed; by request*)\$100.00
- n. FEMA or damage pre-permit inspection, Fire or Structural (*Includes Trades*).....\$100.00
- o. Building Code, Life & Health Safety inspection.....\$100.00
- p. After hours inspection (*beyond normal business hours*)\$250.00
- q. Stop-work order (*per order*).....\$50.00
- r. Temporary power pole.....\$50.00
- s. Tent permit\$25.00
- t. Tree removal permit\$50.00
- u. Well/Test boring application\$100.00
- v. Each additional boring on same site\$20.00
- w. Building Safety/Milestone Report Review Fee\$250.00
- (8) "After the Fact" permit fee:
- a. Shall be **(5)** times the face value of the permit valuation fees.
- b. Any subsequent "After-the-fact" permit issued to the same Contractor, Property Owner and/or Homeowner within the following (12) months shall be **(10)** times the normal fees.
- (9) Refunds. NO refunds on permits unless such permit was issued in error in part of the City. There shall be no refund of fees if work commences or of the permit is 90 days or older.

(10) Miscellaneous items. At the discretion of the Building Official, all construction related activities that do not qualify under one of the trades (Building, Mechanical, Electrical, Plumbing, and others) may be classified as miscellaneous. A permit for such activity may or may not be required at the discretion of the Building Official. An appropriate related fee shall be set by the Building Official for such miscellaneous permit.

(11) Rental inspection fees (4 units or less)

- a. Initial application.....\$40.00
- b. Biennial license renewal.....\$15.00
- c. Initial inspection (*per unit*) \$50.00
- d. Biennial inspection (*per unit*) \$70.00
- e. Re-inspection fee (*per inspection*)..... \$100.00

Re-inspection fee for every inspection after second if failure to correct violation(s) is due to owner/manager negligence.

- f. Penalties: Ten percent (10%) penalty for failure to submit a timely renewal fee during first month of delinquency; an additional five percent (5%) penalty for each month of delinquency thereafter.

U. Impact Fee Schedule

Impact fees were adopted beginning on April 1, 2022, and impact fees are updated annually beginning October 1st each year through fiscal year 2028 in accordance with the schedule below, based on the following amount per sq ft of building area*:

Category or Class	Calculated fee rate multiply by building area						
	FY 2022	FY 2023	FY 2024	FY 2025	FY202 6	FY 2027	FY 2028
Culture & Recreation	\$3.57	\$4.76	\$5.94	\$7.13	\$8.23	\$9.52	\$11.89
Mobility	\$0.45	\$0.60	\$0.75	\$0.90	\$1.05	\$1.20	\$1.50
Public Safety	\$0.18	\$0.24	\$0.30	\$0.36	\$0.42	\$0.48	\$0.60
Total	\$4.20	\$5.60	\$6.99	\$8.39	\$9.70	\$11.20	\$13.99

**Building area refers to the enclosed area of buildings measured in square feet within the city according to the Pinellas County Property Appraiser as provided in the field TOTLVGAREA in the Pinellas County Property Appraiser's Geographic Information System.*

ARTICLE III. FINANCE DEPARTMENT

A. *Credit Card Transaction Convenience Fee* An amount suitable to recover card processing fees charged to the City.

B. *Indebtedness Search* \$50.00

C. *Returned/unfunded/worthless checks* Pursuant to F.S. §68.065(2)

D. *Recording of Documents:*

(1) First Page \$10.00

(2) Each Additional Page \$8.50

E. *Parking fines and penalties.* Parking fines and penalties shall be as follows:

(Res. 06.29, 11/28/2006; Res. 04.09, 08/10/2004; Code 1983, §5-19; City Ord 2022-23)

(1) Overtime Parking \$60.00

(2) Double Parking \$80.00

(3) Parking in a "NO PARKING" Zone \$90.00

(4) Other Improper Parking \$90.00

(5) Delinquency Fee (After 15 Days) \$30.00

(6) Disabled Parking Permit Sec. 66-52(c), Code of Ordinances

Note: A Parking enforcement officer can ticket every hour for repeat violations.

F. *Special event parking permit (daily permit)* \$35.00

Special event parking permits and road closure fees established for specified events are listed below with additional events authorized by the City Manager.

(Res. 2014-20, 05/13/2014)

Johns Pass Seafood Festival
Memorial Day
by the BOCC by resolution.

The Fourth of July
Additional event days as authorized

G. *Business Parking Permit (up to 4 permits/month/Business) per month* \$40.00

Permit for any business with current Local Business Tax Receipt (BTR).

~~H. *Vanity Plates (1 plate for each current registered vehicle)* \$40.00~~

~~For residents of the City of Madeira Beach ONLY and is a substitute for the free parking sticker issued at the beginning of each year.~~

~~I. *Parking meters city-wide* \$3.00/hr. \$4.00/hr.~~

J. *Overnight Parking*..... \$72.00/day
up to 7 days. *Selective Surface Parking lots from 130th to Kitty Stuart Park.*

K. *Festival Parking. The City Manager maintains the right to designate festival parking rates for designated special events at his/her discretion. Each special event is subject to review.*

L. *No operator of a vehicle shall park a vehicle on dirt, grass or landscaped city rights-of-way, medians, swales, or similar areas. The city manager, or designee, may waive this prohibition on a temporary basis where it is determined that such waiver is necessary.*

M. *Parking Fee Amendment Resolution.* In order to adjust parking fees as may be needed due to environmental, economic, or other conditions that may occur during the fiscal year, parking fees can be waived, decreased, or increased at any time during the fiscal year by Resolution of the Board of City Commissioners.

**Note/Clarification: Due to the parking meter fee increasing from ~~\$2.50 to \$3.00~~ to \$4.00 per hour, the minimum charge for credit cards for half the time or thirty minutes is now ~~\$1.50~~ \$2.00.*

(Res. 04.09, 08/10/2004; Res. 04.02, 01/27/2004)

ARTICLE IV. FIRE DEPARTMENT

A. *Fire & Life Safety Inspection*

(1) Places of Assembly (Posted Occupant Load):

- a. Up to 49 People.....\$50.00
- b. 50 –149 People.....\$100.00
- c. 150 People or More\$150.00

(2) Residential structures, hotel/motel, timeshare, rentals/resort rentals (5 units or greater)

- a. 5 – 10 Units.....\$100.00
- b. 11 –20 Units.....\$150.00
- c. 21 – 49 Units\$200.00
- d. 50 or More Units\$350.00

(3) Automotive and/or Marine Service or Storage Facilities\$200.00

(4) Automotive and/or Marine Fueling Facilities.....\$200.00

(5) Standalone Single Business:

- a. Up to 2,499 sq. ft\$50.00
- b. 2,000 or more sq. ft\$100.00

(6) Multiple Commercial/Businesses:

- a. Unoccupied, per suite\$25.00
- b. Occupied, per suite.....\$50.00

- (7) Storage Facilities
 - a. Up to 4,999 sq. ft\$100.00
 - b. 5,000 or more sq. ft\$200.00
- (8) Subsequent Fee for Each Return Inspection for Compliance\$30.00
- (9) Fire Department Red Tag/Stop Work Order\$50.00
- B. Fire Plan Review and Correlated Inspection(s)**
 - (1) For Site Plans and Building Plans\$0.05/sqft
 - (2) Other fire plans review (fire alarm, fire suppression, etc.)\$250.00
 - (3) Failed inspections(s) (per each inspection).....\$50.00
- C. CPR Classes.**
 - (1) Resident\$25.00
 - (2) Non-resident.....\$50.00
- D. Fire Engine Rental for Fire System Testing and/or Certification.**
 - (1) First 4 Hours.....\$1,000.00
 - (2) Each Additional Hour\$250.00
(Res. 08.10, 09/23/2008)
- E. Special Event Fee**
 - (1) Fire Rescue Special Event (per Hour)\$125.00
 - (2) Equipment Service Fee; Fuel, Oil, Maintenance, etc. (per unit per day).....\$50.00
 - (3) Special Event Inspection; Cooking Tents, Food Trucks, etc. (per event).....\$100.00
- F. Short Term Vacation Rental Inspection - Annual (Air BNB, VRBO, etc.)..... \$100.00**

ARTICLE V. PARKS & RECREATION

(Res. 2016-24, 07/12/2016; Res. 2016-03, 02/09/2016; Res. 2015-21, 08/11/2015; Res. 2015-09, 03/10/2015; Res. 2014-53, 12/10/2014; Res. 10.05, 03/23/2010; Res. 09.09, 09/21/2009; Res. 07.14, 06/26/2007; Res. 05.20, 09/14/2005; Res. 06.23, 09/13/2005; Code 1983 §19-508)

A. Recreation.

- (1) Adult Sports Registration:
 - a. Rate determined by sport, competitive analysis, and cost recovery.
 - i. Resident/Non-Resident Pricing model will be utilized.
- (2) Youth Sports
 - a. Rate determined by sport, competitive analysis, and cost recovery.
 - i. Resident/Non-Resident Pricing model will be utilized.

(3) After-School Program (will take effect August 1, 2020):

- a. Resident (*daily*) \$9.00
- b. Non-Resident (*daily*) \$12.00
- c. City Employee (*daily*) \$9.00

(4) Summer Camp Program:

- a. Resident Rate by Session:
 - i. Session 1 \$500.00
 - ii. Session 2 \$500.00
 - iii. Full Summer Session \$1,000.00
 - iv. Individual Weekly Rate \$150.00
- b. Non-Resident Rate by Session:
 - i. Session 1 \$625.00
 - ii. Session 2 \$625.00
 - iii. Full summer session \$1,250.00
 - iv. Individual weekly rate \$200.00
- c. City Employee Free

(5) Fitness Classes

- a. Contracted Recreation Instructors will agree to a 75% and 25% contract split with the City for their services.
- b. Recreation Director may negotiate class rate based upon needs/uses of recreation facilities as well as class supply requirements.

B. Recreation Center and City Hall Rentals.

(Res. 2016-24, 07/12/2016; Res. 2015-21, 08/11/2-15; Res. 2014-53, 12/20/2014)

- (1) Monday – Thursday rental period. Rental hours must include set-up and breakdown for all vendors and guests. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. The 6.5% sales tax is included in hourly rates. Deposits may be refunded within thirty (30) days of an event.

- a. Recreation Center Rooms (security deposits are refundable)
 - i. Full Recreation Center (all rooms) (*security deposit \$400.00*) \$300.00/hr.
 - ii. Boca View Hall (*security deposit \$200.00.00*) \$100.00/hr.
 - iii. Ocean Walk Room (*security deposit \$200.00*) \$50.00/hr.
 - iv. Starboard Room (*security deposit \$200.00*) \$50.00/hr.
 - v. Outside Deck (*security deposit \$400.00*) \$100.00/hr.
 - vi. Boca View Hall & Outside Deck (*security deposit \$400.00*) \$150.00/hr.
 - vii. Set-up/breakdown Fee- *Up to 2 hours before and 2 hours after* \$50.00/hr.
- b. City Hall Rooms (security deposits are refundable)
 - i. City Centre Room (*security deposit \$400.00*) \$200.00/hr.
(includes use of outside deck & restrooms)
 - ii. Commission Chambers* (*security deposit \$200.00*) \$200.00/hr.

***ONLY as a backup space for outside reservations negatively impacted by weather.**

- c. Resident Discount- applied to hourly rental rates..... 20% discount.
- (2) Friday – Sunday rental period. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. The 6.5% sales tax is not included in hourly rates. Security deposit may be refunded within thirty (30) days following an event.
- a. Recreation Center Rooms (security deposits are refundable)
- i. Full Recreation Center (*all rooms*) (*security deposit \$400.00*) \$350.00/hr.
 - ii. Boca View Hall (*security deposit \$200.00*) \$150.00/hr.
 - iii. Ocean Walk Room (*security deposit \$200.00*) \$75.00/hr.
 - iv. Starboard Room (*security deposit \$200.00*).....\$75.00/hr.
 - v. Outside Deck (*security deposit \$200.00*)..... \$125.00/hr.
 - vi. Boca View Hall & Outside Deck- (*security deposit \$400.00*) \$250.00/hr.
 - vii. Setup/breakdown Fee – Up to 2 hours before and 2 hours after.....\$50.00/hr.
- b. City Hall Rooms (security deposits are refundable):
- i. City Centre Room (*security deposit \$400.00*) \$250.00/hr.
(*includes use of outside deck & restrooms*)
 - ii. Commission Chambers* (*security deposit \$200.00*) \$250.00/hr.
- ***ONLY** as a backup space for outside reservations negatively impacted by weather.
- c. Resident discount on hourly rates.
- (3) Set-up and Cleaning Fees (*per location*):
- a. Less than 50 attendees..... \$100.00
 - b. 50+ attendees \$200.00

C. *Park & Pavilion Rentals*

(*Res. 2016-24, 07/12/2016; Res. 2015-09,03/10/2015*)

(1) Archibald Park

- a. Pavilion rental for four (4) hours (each additional hour is \$25.00/hour):
- i. Resident..... \$100.00
 - ii. Non-Resident..... \$200.00
- b. Sand Volleyball Court Rental for four (4) hours (each additional hour is \$25.00/hour):
- i. Resident..... \$25.00
 - ii. Non-Resident..... \$50.00

(2) John's Pass Park:

- a. Pavilion rental for four (4) hours (each additional hour is \$25.00/hour):
- i. Resident..... \$100.00
 - ii. Non-Resident..... \$200.00

(3) Splash Pads Rentals

- a. Resident Rates
- i. Splash Pad (2 Hours)..... \$100.00

- ii. Splash Pad w/ Tables & Chairs on Patio(2 Hours) \$200.00
- b. Non-Resident Rates
 - i. Splash Pad (2 Hours) \$150.00
 - ii. Splash Pad w/ Tables & Chairs on Patio(2 Hours) \$250.00

D. Athletic Field Rentals

(Res. 2016-24, 07/12/2016; Res. 2014-53, 12/10/2014)

- (1) Hourly resident rates by facility (6.8% Sales Tax NOT included)
 - a. Softball Field \$25.00
 - b. Soccer Field \$25.00
 - c. Basketball Court \$5.00
 - d. Tennis Court \$5.00
 - e. Field Preparation and Lining (softball) \$45.00
 - f. Field Preparation and Lining (football/soccer) \$25.00
 - g. Attendant Fee (per staff member) \$25.00
 - h. Rental Cleaning Fee \$25.00
 - i. Light Fee \$10.00
- (2) Hourly non-resident rates by facility (6.5% Sales Tax NOT included)
 - a. Softball Field \$30.00
 - b. Soccer Field \$30.00
 - c. Basketball Court \$10.00
 - d. Tennis Court \$10.00
 - e. Field Preparation and Lining (softball) \$50.00
 - f. Field Preparation and Lining (football/soccer) \$30.00
 - g. Attendant Fee (per staff member) \$30.00
 - h. Rental Cleaning Fee \$30.00
 - i. Light Fee \$15.00

E. Wedding Permits.

- (1) Small wedding permit application fee \$100.00*
 - a. **A gathering of less than 50 persons with minimal decor as determined by staff; additional fees may apply.*
- (2) Wedding permit application fee \$200.00*
 - a. **A gathering of more than 50 persons with minimal decor as determined by staff; additional fees may apply.*

F. Special Events.

- (1) Event Application Fee (*less than 1,000 attendees*) \$100.00
- (2) Event Application Fee (*more than 1,000 attendees*) \$250.00
A fee of \$100.00/\$250.00 payable to the City as reasonable cost for processing, evaluating, and issuing the permit is required. The BOC may waive the application fee by resolution at annual special event review when determined in the best

interest of the community and upon demonstration of non- profit status.

- (3) Deposit. Deposits shall be determined upon the estimated impact on the City owned property of which the event is hosted.

- a. Small event.....\$250.00
- b. Large event.....\$500.00

A refundable deposit shall be payable to the City in advance of the event for damage to public property or City services incurred in direct association with the event and not identified in the original special event application approval. The BOCC may waive the deposit by resolution at annual special event review when determined in the best interest of the community, and upon. The City reserves the sole right to determine which portion, if any, of the deposit shall be returned to the applicant within 30 days after the event. The City Manager may waive special event fees to the amount of no more than \$500 upon his/her determination that it will be a benefit to the community.

(4) Fees

- a. Large Event (1,000+ Attendees)
 - i. Facility Rental Per Event\$3,000.00
(Includes use of stage and event field)
- b. Small Event (Less than 1,000 attendees)
 - i. Stage Fee
 - 1. Resident.....\$50.00/hr.
 - 2. Non-Resident.....\$100.00/hr.
 - ii. Field Usage Fee
 - 1. Resident.....\$50.00/hr.
 - 2. Non-Resident.....\$100.00/hr.
- c. City Event Fees
 - i. Trash Can Fee (*per trash can*)\$5.00
 - ii. Dumpster fee with single pick-up 3 Yard Dumpster\$136.70
 - iii. Event Barricades (available at City Hall Property Only)
 - 1. Setup Fee per – event\$100.00
 - 2. Barricade Fee - per day\$10.00
 - iv. Other fees including but not limited to additional City personnel staff, such as EMT support through Madeira Beach Fire Department, etc. Five times the rental fee for receptacles will be withheld from deposit for those not returned within 48 hours of event.
- d. Mandatory Non-City Fees. The required used of Pinellas County Sheriff's Deputies, as defined within the special events section of ordinances, will be negotiated directly with the Pinellas County Sheriff's Office. It is the **sole responsibility of the applicant** to secure the appropriate number of deputies as required by the Sheriff's Department.

- e. Other Non-City Fees. Other fees included but not limited to Madeira Beach City Centre and field clean-up, additional civilian security, and vehicle parking professionals shall be the **sole responsibility of the applicant.**
- f. Table games (Canasta, Bridge, etc.)
 - i. Resident: \$1.00
 - ii. Non-resident: \$2.00

ARTICLE VI. PUBLIC WORKS

A. Trash, Recycling, and Garbage

(1) Removal service fees-

All residents, occupants, or owners of premises in the city shall be required to have accumulations of garbage, trash, garden trash, recyclable items, and noncombustible refuse removed and disposed of by the sanitation division of the city Public Works Department. For the purpose of this section a unit shall be defined as a living unit for human habitation containing kitchen facilities. The charges for garbage, recycling, and trash removal services shall be as follows:

- a. Single Family and Multi-Family, per dwelling, per month:
 - i. 64 Gallon Cart..... \$38.74
 - o Each additional cart per month.....\$14.00
 - ii. 96 Gallon Cart.....\$45.74
 - o Each additional cart per month.....\$14.00
- b. Commercial. All offices and business establishments required to have a local business tax receipt are hereby classified commercial. A commercial rate for the collection of garbage and trash is hereby established to be in accordance with the following for non-compacting containers:
 - i. Service twice per week, per month (Dumpster)
 - (a) One cubic yard.....\$122.82
 - (b) One and a half cubic yard.....\$157.00
 - (c) Two cubic yard\$191.17
 - (d) Three cubic yard.....\$259.52
 - ii. Each additional service per week, per month (Dumpster)
 - (a) One cubic yard \$68.35
 - (b) One and a half cubic yard.....\$76.90
 - (c) Two cubic yard\$102.53
 - (d) Three cubic yard\$136.70
 - iii. Service twice per week, per month (96 Gallon cart) \$40.00
 - o Each additional cart per month..... \$14.00
 - iv. Each additional service per week, per month (96 gallon cart) \$16.00
 - v. Sunday collections are double the additional service rate.
 - vi. Replacement Toter fee \$75.00

- vii. Accounts classified as multifamily dwelling, or hotel, motel or motor lodge may elect to be charged for garbage and trash removal services in conformity with the commercial rates defined in this section but in no case shall less than one can per unit be elected. It is the burden of the property owner to notify the city of such election. Those establishments electing the commercial or bulk rate shall have the option of changing the type of service by giving 30 days' notice. Requests for changes in service shall be in writing and addressed to the city. The city reserves the right to determine the number of cans, the number and size of containers and/or frequency of disposal, with applicable charges, during any period of the year, for commercial containers.
 - c. Bulk item removal. Any item identified in section 54-33 regarding the removal of other waste and non-combustible refuse will be collected by the city, for a minimum disposal fee of \$50.00 plus \$10.00 for each item picked up
 - d. Unlawful/Illegal Dumping\$250.00
 - e. Bulk waste. Noncombustible refuse in excess of normal weekly limits, by either residential or commercial establishments shall be picked up at the rate of \$50.00 per hour per collection day, based on elapsed time of collection, plus allowances for disposal run and dump charges. Such charges shall also be made to homes having more than normal trash collection.
- (2) Recycling service fees (Commercial)
- a. Condominium properties shall be billed based on direct costs incurred by the City to provide recycling service through its contractual service provider.

(3) Billing.

It is the property owner's responsibility to pay charges against the property. It shall be at the discretion of the city to determine the appropriate billing party. Upon request, the city will attempt to bill tenants, but only if the owner signs a statement acknowledging his responsibility for the charges generated, along with the information necessary so that they may be contacted at the point wherever a delinquency occurs. The city reserves the right to bill the property owner, if it so chooses, regardless of circumstances surrounding the account.

(4) Owner's liability.

If the premises are sold, any remaining claims by the city for garbage and trash services not settled at time of transfer of ownership of the property shall become the responsibility of the new owner. This applies equally to the sale or foreclosure of any property and represents charges for service presently or previously provided. On all premises, the owner of such premises shall be liable for all garbage and trash service charges against the property irrespective of whether such premises is occupied by owner, tenant, or vacant. The occupation of fully constructed premises shall be irrelevant to the liability of the owner and/or occupant for the charges as provided for in this section. The schedule of charges shall be imposed on all fully constructed premises, whether occupied or not, and regardless of volume of garbage or trash generated. Liability for payment shall begin on the date of ownership of property.

(5) Payment, penalties, delinquency constitutes lien against property.

(Code 1983, §19-511)

All garbage and trash fees are due and payable upon receipt. Bills not paid within 30 days of the billing date will be considered delinquent and shall constitute grounds for filing a lien against the property with the clerk of the circuit court. Bills that arrive after the 30-day deadline will be assessed penalty interest on the next bill. It is the owner's responsibility to see that the payment arrives within the 30-day billing period. Bills not paid within 30 days shall have penalty interest added at the rate of 1½ percent per month beyond the delinquency date (30days).

B. Stormwater Utility Management

(1) Created.

A stormwater management utility fee, also referred to in this section as "fee" was created and imposed on all developed property within the city for services and facilities provided by the stormwater management program. For the purposes of imposing the fee, all developed property within the city shall be classified into the following three classes:

- a. Residential Property
- b. Non-Residential Property
- c. Mixed Use Property

The Public Works Director will, from time to time, prepare a list of property within the City and assign a classification of residential or nonresidential property.

(2) Schedule of Rates

(Res. 05.20, 09/14/2005)

- (1) The EDU rate shall be \$10.00 per month for each EDU.
- (2) The stormwater management utility fee shall be calculated for each developed property as follows:
 - i. The fee for property consisting solely of dwelling units is the rate of one EDU multiplied by the number of dwelling units existing on the property. That is:

Fee = (EDU rate) X (Number of dwelling units)

- ii. The fee of a property with no dwelling units is the rate of one EDU multiplied by the numerical factor. The numerical factor is obtained by dividing the total impervious area in square feet of the nonresidential property by 1,249 square feet. The resulting calculation is:

Fee = (EDU rate) X (Impervious area expressed in square feet) / 1,249 square feet, but not less than the rate for one EDU)

****Fractional remainders***

- iii. The fee for mixed use property (dwelling units and commercial) is the rate of one EDU multiplied by the number of dwelling units existing on the property. The total on-site impervious is then compared to the impervious area allocated to dwelling units by multiplying the number of dwelling units X 1,249 square feet per dwelling unit and subtracting the resulting square footage of impervious

area from the total impervious area. If the remaining impervious area is zero or negative, the fee is the EDU rate multiplied by the number of dwelling units.

If the remaining impervious area is greater than zero, then the additional fee for the remaining impervious area is calculated under subsection (2)(b) of this section.

- (3) The minimum fee for developed property, whether residential or nonresidential, within the city is equal to the rate of one EDU subject to reduction as set forth in subsection (4) of this section.
- (4) On-site stormwater quality management facilities reduction shall be allowed and calculated as follows:
 - i. In order to encourage the improvement of the quality of stormwater runoff, a reduction in the stormwater management utility fee is authorized for those developed properties which are addressed by a stormwater management facility designed and constructed for the purpose of stormwater pollution reduction.
 - ii. A reduction in fee is allowed for a particular developed property only if the stormwater runoff from the property is treated by a stormwater management facility that has been designed, constructed, and is maintained properly for the purpose of stormwater pollution reduction and adheres to the drainage requirements of the ten-year frequency, 60-minute storm event. If it is determined by the Director of Community Services that the stormwater management facility has not been, nor is currently being, properly maintained as designed, the Director of Community Services may disallow the on-site stormwater management facility credit.
 - iii. Specific stormwater treatment facilities that qualify for this reduction include, but are not limited to, retention or filtration ponds; front, rear, and side lot swales; mechanical treatment or separation facilities; or extensive improvement in the amount of pervious surfaces by the use of turf-block for parking areas, driveways, patios and sidewalks.
 - iv. For applicable properties, the fee shall be reduced by 25 percent. The reduced fee will, therefore, be calculated as the fee determined in this subsection multiplied by the factor of 0.75 (Fee X0.75).
- (3) Billing, Collecting, Delinquency, and Penalty
 - a. Bills for stormwater service shall be rendered bimonthly by the county water system as agent for the city. The fixed monthly charge shall be payable in advance.
 - b. If any bill shall not be paid within seven days after the date it has been declared delinquent, water service to the premises shall be disconnected until such delinquent account is paid in full, including all applicable disconnection and reconnection charges.
 - c. Statements for the stormwater management utility fee shall be payable at the same time

and in the same manner and subject to the same penalties as they are otherwise set forth for other utility fees administered by the city. The property owner or fee payer will be notified of any delinquency in the payment of the stormwater management utility fee in the same manner that delinquent water, garbage and sewer bills are notified and the failure to pay such fee as is otherwise provided in the statement rendered to the payer shall subject the property to the discontinuance of water, garbage and sewer services and shall subject the fee payer to all other penalties and charges provided relative to the discontinuance of such utility services.

- d. The administrative appeal and hearing procedure applicable to the discontinuance of utility services shall be applicable to the discontinuance of such services for the nonpayment of the stormwater management utility fee.

(4) Adjustments of fees.

(Code 1983, §19-512)

- a. Any owner, tenant or occupant who has paid the rendered fee and who believes that the fee is in error may, subject to the limitations set forth in this division, submit an adjustment request to the Public Works Director.
 - i. Adjustment requests shall be made in writing and shall set forth in detail the grounds upon which the belief is based.
 - ii. The Public Works Director shall review the adjustment request within 90 days of the submittal of the request and shall respond in writing to the requesting fee payer, either denying or granting the request with the reason therefore stated in such response.
 - iii. The rate adjustment, if granted, will apply retroactively to the date at which the erroneous information was applied to the fee payer's fee, but will not exceed one year prior to the adjustment request.
 - iv. Upon denial of the adjustment request, the owner, tenant, or occupant making the original adjustment request may, within 30 days of the receipt of denial, petition for a review of the adjustment request by the board of adjustment. The board of adjustment shall review the adjustment request in accordance with the provisions set forth in the City Code, Chapter 2, as well as the documented evidence provided in the original adjustment request and supplemental evidence requested by the Director of Community Services or provided by the fee payer prior to the decision made by the Director of Community Services. Within 60 days of the petition the board of adjustment shall in writing, either grant or deny the petition. If the petition is granted, the Public Works Director will apply the adjustment to the fee for the requesting customer for the retroactive period identified by the board of adjustment.

- b. The Public Works Director, upon discovering an error or oversight in the calculation of the fee, may initiate an adjustment request. The request must be made in writing documenting the reasons for the adjustment. In the event that the adjustment would require the increase in fee for a fee payer, the Public Works/Marina Director must provide the adjustment request to the affected fee payer 30 days prior to adjusting the fee and offer the fee payer an opportunity within the stated 30 days to provide reasons why the adjustment should not be made. An increase or decrease in fee shall not be retroactively effective more than one year from the date of adjustment.

(5) Sec. 70-156. - Enforcement.

- a. *Civil penalties.* Any violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to a civil penalty not less than \$50.00 or more than \$500.00 per day, or imprisonment of up to 60 days, or both such fine and imprisonment, for each violation.
- b. *Criminal penalties.* Any intentional or willful violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to a criminal penalty not less than \$50.00 or more than \$500.00 per day, or imprisonment of up to 60 days, or both such fine and imprisonment, for each violation.
- c. *Injunctive relief.* Any violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to injunctive relief if necessary to protect the public health, safety, or general welfare.
- d. *Continuing violation.* A person shall be deemed guilty of a separate violation for each and every day during any continuing violation of any provision of this article, or of any regulation or permit issued under this article.
- e. *Enforcement actions.* The director may take all actions necessary, including the issuance of notices of violation and the filing of court actions, to require and enforce compliance with the provisions of this article and with any regulation or permit issued under this article.

ARTICLE VII. MADEIRA BEACH MUNICIPAL MARINA

A. Vessel inspection.

(Code 1983, Chapter 19, Article VII)

Live-aboard vessels desiring to stay beyond ten days will be required to obtain a no- fee annual permit and pay a vessel inspection fee of \$25.00

B. Madeira Beach Municipal Marina fees

(Res 2016-03, 02/10/2016)

The marina maintains the ability to adjust the rates below to account for changes in the sales tax Rates during the fiscal year; allowing for payments to stay consistent until this manual is updated

and approved by the Commission. Employees receive the same rates as residents. The marina staff can issue transient slip discount coupons up to 20% off through online booking sites as a marketing tool. Discounts will be for off peak times.

Fees for the Madeira Beach Municipal Marina shall be as follows (each of these fees are subject to all applicable sales taxes):

- (1) Transient Wet Slip per day.....\$2.10/foot/day
- (2) Transient Wet Slip per week.....\$11.00/foot/week
- (3) Transient Dry Storage
 - a. Regular per day\$28.04/day
 - b. Holidays and/or weekends per day\$37.38/day
- (4) Transient Dry Storage~~\$233.64~~ \$257.01 /month
- (5) Wet Slip non-Live-aboard~~\$12.00~~ \$13.50/foot/month
- (6) Boat Lift~~\$15.50~~ \$17.00/foot/month
- (7) Commercial non-live-aboard wet slip.....~~\$13.00~~ \$14.50 /foot/month
- (8) Wet Slip Live – aboard~~\$18.50~~ \$20.00/foot/month
- (9) Dry Storage – under 26’ boat length.....~~\$158.88~~ \$172.90/month
- (10) Dry Storage – 26’+ boat length~~\$196.26~~ \$210.28/month
- (11) Resident Dry Storage (*Limited to Madeira Beach Residents Only*)~~\$128.33~~ \$130.84/month
- (12) Dry storage for non-motorized boat*\$28.17/month
 - a. **Kayaks, canoes, and small boat that can be carried by one (1) person.*
- (13) Boat Ramp Fees
 - a. Launch\$4.67/day
 - b. Launch and Park\$14.02/day
 - c. Holiday Launch and Park\$18.69/day
 - d. Resident Launch (New).....\$1.87
 - e. Resident Launch & Park (New)\$9.35
- (14) Late Fee\$30.00
- (15) Residents with recreational vehicles and motor homes and boat displaced by City Road and/or Stormwater construction will be provided free storage space for those vehicles.
- (16) Fuel Discounts -Maximum discount per gallon \$0.30/gal
 - a. Commercial\$0.20/gal
 - b. Gulf of Mexico Commercial Fishing Fleet Discount\$0.30/gal
 - c. 50+ Gallon\$0.05/gal

- d. Boat US/ Sea Tow\$0.05/gal
- e. Madeira Beach Resident.....\$0.05/gal
- f. City Co-sponsored / Community events.....\$0.20/gal
 - i. Great American Grunt Hunt
 - ii. King of the Beach fishing tournament (Spring and Fall)
 - iii. Veterans Boat Parade
 - iv. Wild West Kingfish Tournament (*Spring and Fall*)
 - v. Sun Coast Kingfish Classic (*Spring and Fall*)
 - vi. Christmas Boat Parade
 - vii. Any other City Co-sponsored events as approved by the City Manager
- (17) Surveillance camera optional fee\$25.00/month
- (18) Live-aboard permits.....\$5.00(72 hours)
(*Res 2019-18, 12/17/2019*)
- (19) Temporary 3HR Wet Slip Parking/No Power\$20.00 + Tax

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Memorandum

Meeting Details: July 24, 2024

Prepared For: Hon. Mayor Brooks & Board of Commissioners

Staff Contact: Andrew Laflin, Finance Director

Subject: Enterprise Fleet Management Vehicle Purchases

Background

The City of Madeira Beach (City) entered into lease agreements with Enterprise Fleet Management (Enterprise) for the following vehicles:

- 2019 Chevrolet Silverado – Parks Department
- 2019 Ford Transit-350 – Recreation Department
- 2019 Chevrolet Equinox – Parking Department (Purchased by the City in April 2023)
- 2019 Chevrolet Silverado 1500 LD – Sanitation Department
- 2019 Chevrolet Silverado 1500 LD – Sanitation Department
- 2019 Chevrolet Silverado 1500 LD – Recreation Department

These agreements were setup as equity leases, which provides rights for the lessor to convey ownership of the vehicles to the lessee during or at the expiration of the lease term. Based on the structure of these lease contracts, the City has the following options:

- The City purchase the vehicles from Enterprise at the Residual Book Value denoted within Exhibit A for each vehicle.
- The City extends the lease term until Net Book Value (Delivered Price less Accumulated Depreciation) equals \$0, at which point the City would incur a monthly service fee of approximately \$25 to continue the lease indefinitely
- The City request that Enterprise sell the vehicles on behalf of the City and remit the net sales proceeds to the City for each vehicle sold

Because these vehicles have sufficient remaining useful life, the Parks, Recreation, and Sanitation departments request that the City purchase the vehicles and maintain until such time they should be sold and replaced.

Fiscal Impact

To purchase each vehicle, the total cost would approximate \$5,000 or less per vehicle, with the exception of the 2019 Ford Transit-350, which would cost approximately \$6,700 or less, depending on the timing of the purchase request to Enterprise.

Recommendation(s)

Staff recommends purchasing the remaining vehicles from Enterprise Fleet Management.

Attachments

- Exhibit A – Enterprise Fleet Management Amortization Schedule

Exhibit A – Enterprise Fleet Management Amortization Schedule

2019 Chevrolet Silverado 1500 LD - Sanitation



FLEET MANAGEMENT

Master Cust Num	Vehicle	Lease Type	Lease Term	Months in Service	Delivered Price	Accumulated Depreciation	Service Charge	Monthly Depreciation	Monthly Interest	Monthly Management Fee	Monthly Full Maintenance	Total Payment	Book Value	Residual Book Value	Amortization Period Date	Period
585401	2323FW	EQUITY	72	62	30,823.00	(25,798.82)	400.00	416.11	23.91	40.61	22.37	503.00	5,024.18	5,424.18	6/30/2024	1
585401	2323FW	EQUITY	72	63	30,823.00	(26,214.93)	400.00	416.11	23.91	40.61	22.37	503.00	4,608.07	5,008.07	7/31/2024	2
585401	2323FW	EQUITY	72	64	30,823.00	(26,631.04)	400.00	416.11	23.91	40.61	22.37	503.00	4,191.96	4,591.96	8/31/2024	3
585401	2323FW	EQUITY	72	65	30,823.00	(27,047.15)	400.00	416.11	23.91	40.61	22.37	503.00	3,775.85	4,175.85	9/30/2024	4
585401	2323FW	EQUITY	72	66	30,823.00	(27,463.26)	400.00	416.11	23.91	40.61	22.37	503.00	3,359.74	3,759.74	10/31/2024	5
585401	2323FW	EQUITY	72	67	30,823.00	(27,879.37)	400.00	416.11	23.91	40.61	22.37	503.00	2,943.63	3,343.63	11/30/2024	6
585401	2323FW	EQUITY	72	68	30,823.00	(28,295.48)	400.00	416.11	23.91	40.61	22.37	503.00	2,527.52	2,927.52	12/31/2024	7
585401	2323FW	EQUITY	72	69	30,823.00	(28,711.59)	400.00	416.11	23.91	40.61	22.37	503.00	2,111.41	2,511.41	1/31/2025	8
585401	2323FW	EQUITY	72	70	30,823.00	(29,127.70)	400.00	416.11	23.91	40.61	22.37	503.00	1,695.30	2,095.30	2/28/2025	9
585401	2323FW	EQUITY	72	71	30,823.00	(29,543.81)	400.00	416.11	23.91	40.61	22.37	503.00	1,279.19	1,679.19	3/31/2025	10
585401	2323FW	EQUITY	72	72	30,823.00	(29,959.92)	400.00	416.11	23.91	40.61	22.37	503.00	863.08	1,263.08	4/30/2025	11

2019 Chevrolet Silverado 1500 LD - Recreation



FLEET MANAGEMENT

Master Cust Num	Vehicle	Lease Type	Lease Term	Months in Service	Delivered Price	Accumulated Depreciation	Service Charge	Monthly Depreciation	Monthly Interest	Monthly Management Fee	Monthly Full Maintenance	Total Payment	Net Book Value	Residual Book Value	Amortization Period Date	Period
585401	2323G2	EQUITY	72	62	30,823.00	(25,798.82)	400.00	416.11	23.91	40.61	22.37	503.00	5,024.18	5,424.18	6/30/2024	1
585401	2323G2	EQUITY	72	63	30,823.00	(26,214.93)	400.00	416.11	23.91	40.61	22.37	503.00	4,608.07	5,008.07	7/31/2024	2
585401	2323G2	EQUITY	72	64	30,823.00	(26,631.04)	400.00	416.11	23.91	40.61	22.37	503.00	4,191.96	4,591.96	8/31/2024	3
585401	2323G2	EQUITY	72	65	30,823.00	(27,047.15)	400.00	416.11	23.91	40.61	22.37	503.00	3,775.85	4,175.85	9/30/2024	4
585401	2323G2	EQUITY	72	66	30,823.00	(27,463.26)	400.00	416.11	23.91	40.61	22.37	503.00	3,359.74	3,759.74	10/31/2024	5
585401	2323G2	EQUITY	72	67	30,823.00	(27,879.37)	400.00	416.11	23.91	40.61	22.37	503.00	2,943.63	3,343.63	11/30/2024	6
585401	2323G2	EQUITY	72	68	30,823.00	(28,295.48)	400.00	416.11	23.91	40.61	22.37	503.00	2,527.52	2,927.52	12/31/2024	7
585401	2323G2	EQUITY	72	69	30,823.00	(28,711.59)	400.00	416.11	23.91	40.61	22.37	503.00	2,111.41	2,511.41	1/31/2025	8
585401	2323G2	EQUITY	72	70	30,823.00	(29,127.70)	400.00	416.11	23.91	40.61	22.37	503.00	1,695.30	2,095.30	2/28/2025	9
585401	2323G2	EQUITY	72	71	30,823.00	(29,543.81)	400.00	416.11	23.91	40.61	22.37	503.00	1,279.19	1,679.19	3/31/2025	10
585401	2323G2	EQUITY	72	72	30,823.00	(29,959.92)	400.00	416.11	23.91	40.61	22.37	503.00	863.08	1,263.08	4/30/2025	11

2019 Chevrolet Silverado 1500 LD - Sanitation								enterprise FLEET MANAGEMENT								
Master Cust Num	Vehicle	Lease Type	Lease Term	Months in Service	Delivered Price	Accumulated Depreciation	Service Charge	Monthly Depreciation	Monthly Interest	Monthly Management Fee	Monthly Full Maintenance	Total Payment	Book Value	Residual Book Value	Amortization Period Date	Period
585401	2323G5	EQUITY	72	62	30,823.00	(25,798.82)	400.00	416.11	23.91	38.61	22.37	501.00	5,024.18	5,424.18	6/30/2024	1
585401	2323G5	EQUITY	72	63	30,823.00	(26,214.93)	400.00	416.11	23.91	38.61	22.37	501.00	4,608.07	5,008.07	7/31/2024	2
585401	2323G5	EQUITY	72	64	30,823.00	(26,631.04)	400.00	416.11	23.91	38.61	22.37	501.00	4,191.96	4,591.96	8/31/2024	3
585401	2323G5	EQUITY	72	65	30,823.00	(27,047.15)	400.00	416.11	23.91	38.61	22.37	501.00	3,775.85	4,175.85	9/30/2024	4
585401	2323G5	EQUITY	72	66	30,823.00	(27,463.26)	400.00	416.11	23.91	38.61	22.37	501.00	3,359.74	3,759.74	10/31/2024	5
585401	2323G5	EQUITY	72	67	30,823.00	(27,879.37)	400.00	416.11	23.91	38.61	22.37	501.00	2,943.63	3,343.63	11/30/2024	6
585401	2323G5	EQUITY	72	68	30,823.00	(28,295.48)	400.00	416.11	23.91	38.61	22.37	501.00	2,527.52	2,927.52	12/31/2024	7
585401	2323G5	EQUITY	72	69	30,823.00	(28,711.59)	400.00	416.11	23.91	38.61	22.37	501.00	2,111.41	2,511.41	1/31/2025	8
585401	2323G5	EQUITY	72	70	30,823.00	(29,127.70)	400.00	416.11	23.91	38.61	22.37	501.00	1,695.30	2,095.30	2/28/2025	9
585401	2323G5	EQUITY	72	71	30,823.00	(29,543.81)	400.00	416.11	23.91	38.61	22.37	501.00	1,279.19	1,679.19	3/31/2025	10
585401	2323G5	EQUITY	72	72	30,823.00	(29,959.92)	400.00	416.11	23.91	38.61	22.37	501.00	863.08	1,263.08	4/30/2025	11

2019 Chevrolet Silverado 1500 - Parks								enterprise FLEET MANAGEMENT								
Master Cust Num	Vehicle	Lease Type	Lease Term	Months in Service	Delivered Price	Accumulated Depreciation	Service Charge	Monthly Depreciation	Monthly Interest	Monthly Management Fee	Monthly Full Maintenance	Total Payment	Book Value	Residual Book Value	Amortization Period Date	Period
585401	2352KR	EQUITY	72	60	25,775.00	(20,882.14)	400.00	347.96	20.33	40.17	21.52	429.98	4,892.86	5,292.86	6/30/2024	1
585401	2352KR	EQUITY	72	61	25,775.00	(21,230.10)	400.00	347.96	20.33	40.17	21.52	429.98	4,544.90	4,944.90	7/31/2024	2
585401	2352KR	EQUITY	72	62	25,775.00	(21,578.06)	400.00	347.96	20.33	40.17	21.52	429.98	4,196.94	4,596.94	8/31/2024	3
585401	2352KR	EQUITY	72	63	25,775.00	(21,926.02)	400.00	347.96	20.33	40.17	21.52	429.98	3,848.98	4,248.98	9/30/2024	4
585401	2352KR	EQUITY	72	64	25,775.00	(22,273.98)	400.00	347.96	20.33	40.17	21.52	429.98	3,501.02	3,901.02	10/31/2024	5
585401	2352KR	EQUITY	72	65	25,775.00	(22,621.94)	400.00	347.96	20.33	40.17	21.52	429.98	3,153.06	3,553.06	11/30/2024	6
585401	2352KR	EQUITY	72	66	25,775.00	(22,969.90)	400.00	347.96	20.33	40.17	21.52	429.98	2,805.10	3,205.10	12/31/2024	7
585401	2352KR	EQUITY	72	67	25,775.00	(23,317.86)	400.00	347.96	20.33	40.17	21.52	429.98	2,457.14	2,857.14	1/31/2025	8
585401	2352KR	EQUITY	72	68	25,775.00	(23,665.82)	400.00	347.96	20.33	40.17	21.52	429.98	2,109.18	2,509.18	2/28/2025	9
585401	2352KR	EQUITY	72	69	25,775.00	(24,013.78)	400.00	347.96	20.33	40.17	21.52	429.98	1,761.22	2,161.22	3/31/2025	10
585401	2352KR	EQUITY	72	70	25,775.00	(24,361.74)	400.00	347.96	20.33	40.17	21.52	429.98	1,413.26	1,813.26	4/30/2025	11
585401	2352KR	EQUITY	72	71	25,775.00	(24,709.70)	400.00	347.96	20.33	40.17	21.52	429.98	1,065.30	1,465.30	5/31/2025	12
585401	2352KR	EQUITY	72	72	25,775.00	(25,057.66)	400.00	347.96	20.33	40.17	21.52	429.98	717.34	1,117.34	6/30/2025	13

2019 Ford Transit-350 - Recreation								enterprise FLEET MANAGEMENT								
Master Cust Num	Vehicle	Lease Type	Lease Term	Months in Service	Delivered Price	Accumulated Depreciation	Service Charge	Monthly Depreciation	Monthly Interest	Monthly Management Fee	Monthly Full Maintenance	Total Payment	Book Value	Residual Book Value	Amortization Period Date	Period
585401	236NPL	EQUITY	72	60	36,206.75	(29,410.07)	400.00	488.79	28.04	43.51	23.32	583.66	6,796.68	7,196.68	6/30/2024	1
585401	236NPL	EQUITY	72	61	36,206.75	(29,898.86)	400.00	488.79	28.04	43.51	23.32	583.66	6,307.89	6,707.89	7/31/2024	2
585401	236NPL	EQUITY	72	62	36,206.75	(30,387.65)	400.00	488.79	28.04	43.51	23.32	583.66	5,819.10	6,219.10	8/31/2024	3
585401	236NPL	EQUITY	72	63	36,206.75	(30,876.44)	400.00	488.79	28.04	43.51	23.32	583.66	5,330.31	5,730.31	9/30/2024	4
585401	236NPL	EQUITY	72	64	36,206.75	(31,365.23)	400.00	488.79	28.04	43.51	23.32	583.66	4,841.52	5,241.52	10/31/2024	5
585401	236NPL	EQUITY	72	65	36,206.75	(31,854.02)	400.00	488.79	28.04	43.51	23.32	583.66	4,352.73	4,752.73	11/30/2024	6
585401	236NPL	EQUITY	72	66	36,206.75	(32,342.81)	400.00	488.79	28.04	43.51	23.32	583.66	3,863.94	4,263.94	12/31/2024	7
585401	236NPL	EQUITY	72	67	36,206.75	(32,831.60)	400.00	488.79	28.04	43.51	23.32	583.66	3,375.15	3,775.15	1/31/2025	8
585401	236NPL	EQUITY	72	68	36,206.75	(33,320.39)	400.00	488.79	28.04	43.51	23.32	583.66	2,886.36	3,286.36	2/28/2025	9
585401	236NPL	EQUITY	72	69	36,206.75	(33,809.18)	400.00	488.79	28.04	43.51	23.32	583.66	2,397.57	2,797.57	3/31/2025	10
585401	236NPL	EQUITY	72	70	36,206.75	(34,297.97)	400.00	488.79	28.04	43.51	23.32	583.66	1,908.78	2,308.78	4/30/2025	11
585401	236NPL	EQUITY	72	71	36,206.75	(34,786.76)	400.00	488.79	28.04	43.51	23.32	583.66	1,419.99	1,819.99	5/31/2025	12
585401	236NPL	EQUITY	72	72	36,206.75	(35,275.55)	400.00	488.79	28.04	43.51	23.32	583.66	931.20	1,331.20	6/30/2025	13



Memorandum

Meeting Details: July 24, 2024

Prepared For: Hon. Mayor Brooks & Board of Commissioners

Staff Contact: Andrew Laflin, Finance Director

Subject: Formal Adoption of Section 125 Plan

Background

A Section 125 Plan, also known as a Cafeteria Plan is a cost-effective way for the City of Madeira Beach (City) to sponsor its benefits package by offering tax advantages for both the City and its employees. Contributions to the Section 125 Plan (Plan) are withheld on a pretax basis, thereby lowering taxable income, including both federal income tax for employees and FICA taxes for the City and employees. The City offers medical, dental, vision, and other supplemental coverages under the Plan.

A Section 125 Plan should include a Plan document that outlines the benefits offered, eligibility and enrollment, and other information required by the IRS. Exhibit A herein contains the formal Section 125 Plan document, including a Summary Plan Description. The City has had a Section 125 Plan in place to provide pretax benefits to employees and eligible dependents, but Exhibit A formalizes such plan to maintain full compliance with Section 125 of the Internal Revenue Code.

Fiscal Impact

Adoption of the Section 125 Plan does not result in any additional personnel benefits costs to be incurred by the City. Approval of the Plan is intended for compliance purposes in accordance with IRC Section 125.

Recommendation(s)

Staff recommends approval of the City of Madeira Beach Section 125 Plan.

Attachments

- Exhibit A – City of Madeira Beach Section 125 Plan

Exhibit A – City of Madeira Beach Section 125 Plan

**SECTION 125 PLAN SUMMARY PLAN DESCRIPTION
PLAN INFORMATION SUMMARY**

The Employer named below establishes a Section 125 Plan (the "Plan") as set forth in this Summary Plan Description ("SPD") as of the Effective Date set forth below. The purpose of the Plan is to provide eligible Employees a choice between cash and the specified welfare benefits described in this Plan Information Summary (see "Benefits Provided Under the Plan"). Pre-tax Contribution elections under the Plan are intended to qualify for the exclusion from income provided in Section 125 of the Internal Revenue Code of 1986.

SECTION 125 PLAN EMPLOYER INFORMATION

- 1) Name and Address of Employer: **City of Madeira Beach
300 Municipal Drive
Madeira Beach FL 33708**

Plan Administrator: **City of Madeira Beach**

The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact and to construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and this SPD.

1. Employer's Telephone Number: **(727) 391-9951**
2. Employer's Federal Tax Identification Number: **59-6000366**
3. 125 Plan Start Date: **October 1, 2023**
4. Effective Date of this Plan: **October 1, 2023**
5. Last Day of the Plan Year: **September 30**
6. Subsequent Plan Years: **October 1**
7. Name and Address of FSA Claim Administrator: **HealthEquity
PO Box 14374
Lexington KY 40512**
8. Name and Address of registered agent for service of legal process: **City of Madeira Beach
300 Municipal Drive
Madeira Beach FL 33708**

ELIGIBILITY

All Employees employed by the Employer shall be eligible to participate under the Plan, except the following, provided the Employee completes a Salary Redirection Agreement ("SRA"):

Part Time, Seasonal, Contract Employees and Interns

An eligible Employee may become a Participant in the Plan:

1st of the month after the first 30 days of employment

However, eligibility for coverage under any given Benefit Plan or Policy shall be determined by the terms of that Benefit Plan or Policy, and reductions of the Employee's Compensation to pay Pre-tax or After-tax Contribution(s) shall commence when the Employee becomes covered under the applicable Benefit Plan or Policy.

An eligible Employee may become a Participant in the Medical Expense Reimbursement Plan(s) (if elected below):

1st of the month after the first 30 days of employment

BENEFITS PROVIDED UNDER THE PLAN

The following Benefit Plans and Policies subject to the terms and conditions of the Plan are available for election by eligible Employees. The maximum a Participant can contribute via the SRA is the maximum aggregate cost of the Benefit Plans or Policies elected minus any Non-elective Contribution made by the Employer. It is intended that such Pre-tax Contribution amounts shall, for tax purposes, constitute an Employer contribution, but may constitute Employee contributions for state insurance law purposes. Copies of the Benefit Plans or Policies (or a list of eligible Policy numbers) shall be attached as an appendix to this Plan.

Medical Coverage

Vision Care Coverage

Dental Coverage

Supplemental Coverages

Medical Care Expense Reimbursement described in Appendix A to this SPD, not to exceed the maximum amount permitted under the tax code.

Grace Period – Employees have 30 days to use any remaining funds for qualified expenses.

Opt-out Option: See Employer enrollment material.

THE FUNDING AGENT

The Employer, which will comply with the requirements of Article VII of the Plan

ADMINISTRATIVE EXPENSES

The Employer, except as otherwise noted in the Plan

Introduction

City of Madeira Beach (the "Employer") is pleased to sponsor an employee benefit program known as a "Section 125 Plan" (the "Plan") for you and your fellow employees. Under federal tax laws, it is also known as a "cafeteria plan". It is so called because it lets you choose from several different insurance and fringe benefit programs according to your individual needs. The Employer provides you with the opportunity to use pre-tax dollars to pay for them by entering into a salary redirection arrangement instead of receiving a corresponding amount of your regular pay. This arrangement helps you because the benefits you elect are nontaxable; you save Social Security and income taxes on the amount of your salary redirection. Alternatively, your Employer may allow you to pay for any of the available benefits with after-tax contributions on a salary deduction basis.

This Summary Plan Description ("SPD") describes the basic features of the Plan, how it operates, and how you can get the maximum advantage from it. Information relating to the Plan that is specific to your Employer is described in the Plan Information Summary attached to the front of this SPD. You will be referred to the Plan Information Summary throughout the SPD. The Plan is also established pursuant to a plan document into which this SPD has been incorporated. If there is a conflict between the official plan document and the SPD, the plan document will govern.

In some cases, the Employer may adopt a Medical Care and/or Dependent Care Reimbursement Plan. If so, they will be listed in the Plan Information Summary as "Benefits Provided under the Plan," and the SPD for each Reimbursement Plan adopted by the Employer will be set forth in Appendix A to this SPD.

You may also be able to make pre-tax contributions to a Health Savings Account (as defined in Code Section 223) through this Plan if Health Savings Accounts are identified as an included benefit under "Benefits Provided under the Plan" in the Plan Information Summary. If Health Savings Accounts are identified as a benefit plan option offered under the Plan, your rights and obligations in regard to such contributions will be set forth in the Health Savings Account Contribution in Appendix A attached hereto.

Questions & Answers about the Section 125 Plan

What is the purpose of the Plan?

The purpose of the Plan is to allow eligible employees to pay for certain benefits offered under the Plan (called "Benefit Plans or Policies") with pre-tax dollars called "Pre-tax Contributions".

What benefits can I purchase on a pre-tax basis through the Plan?

You will be able to choose to participate in the Plan's various pre-tax options by filling out any required enrollment form(s) for the component Benefit Plans or Policies offered under the Plan. The complete list of Benefit Plans or Policies offered under the Plan is located in the Plan Information Summary under "Benefits Offered Under the Plan." NOTE: You may only contribute with Pre-tax Contributions towards the cost of Benefit Plans or Policies that cover you, your legal Spouse, and/or your tax Dependents defined under Internal Revenue Code Section 152. Each Benefit Plan or Policy may define eligible Dependents more narrowly for purposes of coverage under the particular Benefit Plan or Policy.

Who can participate in the Plan?

Each employee of the Employer (or an Affiliated Employer identified in the Plan Information Summary) who satisfies the eligibility requirements described in the Plan Information Summary and who is eligible to participate in any of the Benefit Plans or Policies offered under the Plan will be eligible to participate in this Plan as of the date described in the Plan Information Summary (see below for instructions on how to become a Participant). Those employees who actually participate in the Plan are called "Participants." The terms of eligibility of this Plan do not override the terms of eligibility of each of the Benefit Plans or Policies offered under the Plan. For the details regarding eligibility provisions, benefit amounts, and premium schedules for each of the Benefit Plans or Policies, please refer to the plan summary for each of the Benefit Plans or Policies listed in the Plan Information Summary.

Only coverage for an Employee and the Employee's Dependents may be paid for under this Plan. A dependent is defined generally as an individual who would be considered the Employee's spouse under the federal income tax code or the Employee's tax dependents as defined in Code Section 152; however, for purposes of health benefits and Dependent Care Reimbursement ("DDC") benefits offered under the Plan, a dependent is defined as (i) for health plan purposes, as set forth in Code Section 105(b) and (ii) for DDC purposes, as any person who meets the requirements to be a "qualifying individual" as defined in the DDC component SPD.

When does my participation in the Plan end?

You continue to participate in the Plan until (i) you elect not to participate in accordance with rules below; (ii) you no longer satisfy the eligibility requirements described in the Plan Information Summary; (iii) you terminate employment with the Employer; or (iv) the Plan is terminated or amended to exclude you or the class of employees of which you are a member. If your employment with the Employer is terminated during the Plan Year or you otherwise cease to be eligible, your active participation in the Plan will automatically cease, and you will not be able to make any more Pre-tax Contributions under the Plan. If you are rehired within the same Plan Year or you become eligible again, you may make new elections, provided that you are rehired or become eligible again more than 30 days after you terminated employment or lost eligibility. If you are rehired or again become eligible within 30 days or less, your prior elections will be reinstated and remain in effect for the remainder of the Plan Year, unless you again lose eligibility.

How do I become a Participant?

You become a Participant by signing an individual Salary Redirection Agreement ("SRA") on which you elect one or more of the Benefit Plans or Policies available under the Plan, as well as agree to a salary redirection to pay for those benefits so elected. You will be provided an SRA when you first become eligible to participate in this Plan. You must complete the form and turn it in to the Human Resources during the applicable enrollment period described below.

What are the enrollment periods for entering the Plan?

If you are eligible on the effective date of the Plan, you must enroll during the enrollment period immediately preceding the effective date of the Plan. Otherwise, you must enroll during either the "Initial Enrollment Period" or the "Annual Enrollment Period". You will be notified of the dates that each enrollment period begins and ends in the enrollment material provided to you prior to each enrollment period. If you make an election during the Initial Enrollment Period, your participation in this Plan will begin on the later of your eligibility date described in the Plan Information Summary, the first pay period coinciding with or next following the date that your election is received by the Plan Administrator (or its designated claims administrator) or the date coverage under a Benefit Plan or policy that you elect begins. The effective date of coverage under the applicable Benefit Plan(s) or Policy(ies) is governed by the terms of each Benefit Plan or Policy, as set forth in the governing documents for each Benefit Plan or Policy. The election that you make during the Initial Enrollment Period is effective for the remainder of the Plan Year and generally cannot be revoked during the Plan Year unless you have a Change in Status event as described below. If you do not make an election during the Initial Enrollment Period, you will be deemed to have elected not to participate in this Plan for the remainder of the Plan Year. You may, however, be covered by certain Benefit Plans or Policies automatically (and be required to contribute with pre-tax dollars) even if you fail to make an election. These automatic Benefit Plans or Policies are called "Default Benefits" and will be identified in the enrollment material that you receive.

The election that you make during the Annual Enrollment Period is effective the first day of the next Plan Year and is irrevocable for the entire Plan Year unless you have a Change in Status event described below. A Participant who fails to complete, sign, and file an SRA during the Annual Enrollment Period as required shall be deemed to have elected to continue participation in the Plan with the same benefit elections as during the prior Plan Year (adjusted to reflect any increase/decrease in applicable premiums), and except for a Change in Status, will not be permitted to modify his election until the next Annual Enrollment Period. Notwithstanding the foregoing, annual elections for participation in the Medical Care and Dependent Care Expense Reimbursement Plans, if offered under the Plan, must be made by submitting an SRA prior to the beginning of each Plan Year -- no deemed elections shall occur with respect to such benefits.

The Plan Year is generally a 12-month period (except during the initial or last Plan Year of the Plan). The beginning and ending dates of the Plan Year are described in the Plan Information Summary.

What tax advantages are available through the Plan?

Suppose your monthly gross pay is \$2,500 per month and your cost for coverage is \$140 per month. Also, suppose your total withholdings (income tax and Social Security) are 22.65%. After paying for coverage from your after-tax pay, your take home pay is \$1,794. However, under the pre-tax premium plan, you will be considered to have received \$2,360 gross pay rather than \$2,500 for tax purposes with \$140 contributed for medical coverage. This means your take home pay will be \$1,825 with the pre-tax premium plan rather than \$1,794 without it. Thus, you save \$31 per month (\$372 per year) by participating in the pre-tax premium plan. The Table below illustrates this savings.

	<u>With Cafeteria Plan</u>	<u>Without Cafeteria Plan</u>
Gross Monthly Pay	\$2,500	\$2,500
Pre-Tax Coverage Under Plan	140	--
Taxable Income	<u>2,360</u>	<u>2,500</u>
Estimated Federal Tax (15%)	354	375
FICA Tax	181	191
After-tax Coverage	--	<u>140</u>
Take Home Pay	1,825	1,794

Monthly Savings: \$31.00

How are my contributions under the Benefit Plans or Policies made?

When you become a Participant, your share of the contributions for the elected Benefit Plan or Policy(ies) will be paid with Pre-tax Contributions elected on the SRA. Pre-tax Contributions are amounts withheld from your gross income before any applicable federal and state taxes have been deducted (some state tax laws do not recognize Pre-tax Contributions). In addition, all or a portion of the cost of the Benefit Plans or Policies may, in the Employer's discretion, be paid with contributions made by the Employer on behalf of each Participant.

Can I ever change my election during the Plan Year?

Generally, you cannot change your election to participate in the Plan or vary the Pre-tax Contribution amounts although your election will terminate if you are no longer working for the Employer or no longer eligible under the terms of the Plan. Otherwise, you may change your elections for Pre-Tax Contributions only during the Annual Enrollment Period, and then, only for the coming Plan Year. There are several important exceptions to this general rule: You may change or revoke your previous election during the Plan Year if you file a written request for change with the Plan Administrator (or its designated claims administrator) within 30 days of any of the following events:

Change in Status. If one or more of the following "Changes in Status" occur, you may revoke your old election and make a new election, provided that both the revocation and new election are on account of and correspond with the Change in Status (as described below).

Those occurrences that qualify as a Change in Status include the events described below, as well as any other events that the Plan Administrator determines are permitted under subsequent IRS regulations:

- a change in your legal marital status (such as marriage, legal separation, annulment, or divorce or death of your Spouse);
- a change in the number of your tax Dependents (such as the birth of a child, adoption or placement for adoption of a Dependent, or death of a Dependent);
- any of the following events that change the employment status of you, your Spouse, or your Dependent that affect benefit eligibility under a cafeteria plan (including this Plan and the Plan of another employer) or other employee benefit plan of yours, your Spouse, or your Dependents. Such events include any of the following changes in employment status: termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, or part-time to full-time; incurring a reduction or increase in hours of employment; or any other similar change which makes the individual become (or cease to be) eligible for a particular employee benefit (NOTE: The specific rules governing election changes when you take a leave of absence are described below);
- an event that causes your Dependent to satisfy or cease to satisfy an eligibility requirement for a particular benefit (such as attaining a specified age, getting married, or ceasing to be a student);

If a Change in Status occurs and you want to make a corresponding election change, you must inform the Plan Administrator and complete a new election within 30 days from the date of the event. The election change must be on account of and correspond with the Change in Status event as determined by the Plan Administrator with the exception of special enrollment resulting from birth, placement for adoption or adoption, all election changes are prospective.

As a general rule, a desired election change will be found to be consistent with a Change in Status event if the event affects eligibility for coverage. A Change in Status affects eligibility for coverage if it results in an increase or decrease in the number of Dependents who may benefit under the plan. In addition, you must also satisfy the following specific requirements in order to alter your election based on that Change in Status:

- **Loss of Dependent Eligibility.** For accident and health benefits (e.g., health, dental and vision coverage, and Medical Care Reimbursement Plan), a special rule governs which types of election changes are consistent with the Change in Status. For a Change in Status involving your divorce, annulment or legal separation from your Spouse, the death of your Spouse or your Dependent, or your Dependent ceasing to satisfy the eligibility requirements for coverage, your election to cancel accident or health benefits for any individual other than your Spouse involved in the divorce, annulment, or legal separation, your deceased Spouse or Dependent, or your Dependent that ceased to satisfy the eligibility requirements, would fail to correspond with that Change in Status. Hence, you may only cancel accident or health coverage for the affected Spouse or Dependent.

Example: Employee Bill is married to Mary, and they have one child. The employer offers a calendar year cafeteria plan that allows employees to elect no health coverage, employee-only coverage, employee-plus-one-Dependent coverage, or family coverage. Before the plan year, Bill elects family coverage for himself, his wife Mary, and their child. Bill and Mary subsequently divorce during the plan year; Mary loses eligibility for coverage under the plan, while the child is still eligible for coverage under the plan. Bill now wishes to cancel his previous election and elect no health coverage. The divorce between Bill and Mary constitutes a Change in Status. An election to cancel coverage for Mary is consistent with this Change in Status. However, an election to cancel coverage for Bill and/or the child is not consistent with this Change in Status. In contrast, an election to change to employee-plus-one-Dependent coverage would be consistent with this Change in Status. However, there are instances in which you may be able to increase your Pre-tax Contributions to pay for COBRA coverage of a Dependent child or yourself.

- **Gain of Coverage Eligibility Under Another Employer's Plan.** For a Change in Status in which you, your Spouse, or your Dependent gain eligibility for coverage under another employer's cafeteria plan (or Benefit Plan or Policy) as a result of a change in your marital status or a change in your, your Spouse's, or your Dependent's employment status, your election to cease or decrease coverage for that individual under the Plan would correspond with that Change in Status only if coverage for that individual becomes effective or is increased under the other employer's plan.
- **Dependent Care Reimbursement Plan Benefits (if offered under the Plan. See the list of Benefit Plans or Policies offered under the Plan in the Plan Information Summary).** With respect to the Dependent Care Reimbursement Plan benefit (if offered by the Plan), you may change or terminate your election only if (1) such change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage under the Plan; or (2) your election change is on account of and corresponds with a Change in Status that affects the eligibility of Dependent care assistance expenses for the available tax exclusion.

Example: Employee Bill is married to Mary, and they have a 12 year-old daughter. The employer's plan offers a Dependent care expense reimbursement program as part of its cafeteria plan. Bill elects to reduce his salary by \$2,000 during a plan year to fund Dependent care coverage for his daughter. In the middle of the plan year when the daughter turns 13 years old, however, she is no longer eligible to participate in the Dependent care program. This event constitutes a Change in Status. Bill's election to cancel coverage under the Dependent care program would be consistent with this Change in Status.

- **Group Term Life Insurance, Disability Income, or Dismemberment Benefits (if offered under the Plan. See the list of Benefit Plans or Policies offered under the Plan in the Plan Information Summary).** For group term life insurance, disability income, and accidental death and dismemberment benefits, if you experience any Change in Status (as described above), you may elect either to increase or decrease coverage.

Example: Employee Bill is married to Mary, and they have one child. The employer's plan offers a cafeteria plan which funds group-term life insurance coverage (and other benefits) through salary reduction. Before the plan year Bill elects \$10,000 of group-term life insurance. Bill and Mary subsequently divorce during the plan year. The divorce

constitutes a Change in Status. An election by Bill either to increase or to decrease his group-term life insurance coverage would each be consistent with this Change in Status.

Special Enrollment Rights. If you, your Spouse, and/or a Dependent are entitled to special enrollment rights under a Benefit Plan or Policy that is a group health plan, you may change your election to correspond with the special enrollment right. Thus, for example, if you declined enrollment in medical coverage for yourself or your eligible Dependents because of outside medical coverage and eligibility for such coverage is subsequently lost due to certain reasons (i.e., due to legal separation, divorce, death, termination of employment, reduction in hours, or exhaustion of COBRA period), you may be able to elect medical coverage under the Benefit Plan or Policy for yourself and your eligible Dependents who lost such coverage. Furthermore, if you have a new Dependent as a result of marriage, birth, adoption, or placement for adoption, you may also be able to enroll yourself, your Spouse, and your newly acquired Dependents, provided that you request enrollment within the Election Change Period. An election change that corresponds with a special enrollment must be prospective, unless the special enrollment is attributable to the birth, adoption, or placement for adoption of a child, which may be retroactive up to 30 days. Please refer to the group health plan description for an explanation of special enrollment rights.

Effective April 1, 2009, if you or your eligible Dependent (1) lose coverage under a Medicaid Plan under Title XIX of the Social Security Act; (2) lose coverage under a State Children's Health Insurance Program (SCHIP) under Title XXI of the Social Security Act; or (3) become eligible for group health plan premium assistance under Medicaid or SCHIP and you are entitled to special enrollment rights under a Benefit Plan or Policy that is a group health plan, you may change your election to correspond with the special enrollment right. Thus, for example, if you declined enrollment in medical coverage for yourself or your eligible Dependent(s) because of medical coverage under Medicaid or SCHIP and eligibility for such coverage is subsequently lost, you may be eligible to elect medical coverage under a Benefit Plan or Policy for yourself and your Dependent(s). You must request an election change to enroll in group plan coverage within 60 days from the date (1) the coverage terminates under the Medicaid or SCHIP plan or (2) the Employee or dependent child is determined eligible for state premium assistance. Please refer to the group health plan summary description for an explanation of special enrollment rights.

- **Certain Judgments, Decrees and Orders.** If a judgment, decree or order from a divorce, separation, annulment, or custody change requires your Dependent child (including a foster child who is your tax Dependent) to be covered under this Plan, you may change your election to provide coverage for the Dependent child identified in the order. If the order requires that another individual (such as your former Spouse) cover the Dependent child, and such coverage is actually provided, you may change your election to revoke coverage for the Dependent child.
- **Entitlement to Medicare or Medicaid.** If you, your Spouse, or a Dependent becomes entitled to Medicare or Medicaid, you may cancel that person's accident or health coverage. Similarly, if you, your Spouse, or a Dependent who has been entitled to Medicare or Medicaid loses eligibility for such, you may, subject to the terms of the underlying plan, elect to begin or increase that person's accident or health coverage.
- **Change in Cost.** If you are notified that the cost of your Benefit Plan or Policy coverage under the Plan significantly increases or decreases during the Plan Year, you may make certain election changes. If the cost significantly increases, you may choose either to make an increase in your contributions, revoke your election and receive coverage under another Benefit Plan or Policy that provides similar coverage, or drop coverage altogether if no similar coverage exists. If the cost significantly decreases, you may revoke your election and elect to receive coverage provided under the option that decreased in cost. For insignificant increases or decreases in the cost of Benefit Plans or Policies, however, your Pre-tax Contributions will automatically be adjusted to reflect the minor change in cost. The Plan Administrator will have final authority to determine whether the requirements of this section are met. (Please note that none of the above "Change in Cost" exceptions are applicable to a Medical Care Reimbursement Plan, to the extent offered under the Plan.)

Example: Employee Bill is covered under an indemnity option of his employer's accident and health insurance coverage. If the cost of this option significantly increases during a period of coverage, the Employee may make a corresponding increase in his payments or may instead revoke his election and elect coverage under an HMO option.

- **Change in Coverage.** If you are notified that your Benefit Plan or Policy coverage under the Plan is significantly curtailed, you may revoke your election and elect coverage under another Benefit Plan or Policy that provides similar coverage. If the significant curtailment amounts to a complete loss of coverage, you may also drop coverage if no other similar coverage is available. Further, if the Plan adds or significantly improves a benefit option during the Plan Year, you may revoke your election and elect to receive on a prospective basis coverage provided by the newly added or significantly improved option, so long as the newly added or significantly improved option provides similar coverage. Also, you may make an election change that is on account of and corresponds with a change made under another employer plan (including a plan of the Employer or another employer), so long as: (a) the other employer plan permits its participants to make an election change permitted under the IRS regulations; or (b) the Plan Year for this Plan is different from the Plan Year of the other employer plan. Finally, you may change your election to add coverage under this Plan for yourself, your Spouse, or your Dependent if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution. The Plan Administrator will have final discretion to determine whether the requirements of this section are met. (Please note that none of the above "Change in Coverage" exceptions are applicable to the Medical Care Reimbursement Plan, to the extent offered under the Plan.)
- **Reduction in Hours** You are permitted to revoke an election of coverage under a group health plan due to reduction in hours of service. In order to revoke an election of coverage under a group health plan due to reduction in hours of service, you must have been in an employment status under which you were reasonably expected to average at least 30 hours of service per week and there is a change in your status so that you will reasonably be expected to average less than 30 hours of service per week after the change. This election may be made even if the drop in hours does not cause the employee to lose health care coverage eligibility.
- **Marketplace Open Enrollment** You are permitted to revoke an election of coverage under a group health plan due to enrollment in a qualified health plan offered through the Health Insurance Marketplace. In order to revoke an election of coverage under a group health plan due to enrollment in a qualified health plan offered through the Health Insurance Marketplace, you must be eligible for a special enrollment period to enroll in a qualified health plan through the marketplace or during the marketplace's annual enrollment period. In addition, the revocation of the election of coverage under the group health plan

must correspond to your intended enrollment (and any related individuals who cease coverage due to the revocation) in a qualified health plan through a marketplace for new coverage that is effective no later than the day immediately following the last day of the original coverage that is revoked.

Additionally, your election(s), may be modified downward during the Plan Year if you are a Key Employee or Highly Compensated Individual (as defined by the Internal Revenue Code), if necessary to prevent the Plan from becoming discriminatory within the meaning of the federal income tax law.

How long will the Plan remain in effect?

Although the Employer expects to maintain the Plan indefinitely, it has the right to modify or terminate the program at any time for any reason. It is also possible that future changes in state or federal tax laws may require that the Plan be amended accordingly.

What happens if my claim for benefits under this Plan is denied?

Any claims disputes are made directly to the provider.

What effect will Plan participation have on Social Security and other benefits?

Plan participation will reduce the amount of your taxable compensation. Accordingly, there could be a decrease in your Social Security benefits and/or other benefits (e.g., pension, disability and life insurance) that are based on taxable compensation.

What happens if I take a leave of absence?

- If you go on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain your Benefit Plans or Policies providing health coverage on the same terms and conditions as though you were still active (e.g., the Employer will continue to pay its share of the contribution to the extent you opt to continue coverage).
- Your Employer may elect to continue all coverage for Participants while they are on paid leave (provided Participants on non-FMLA paid leave are required to continue coverage). If so, you will pay your share of the contributions by the method normally used during any paid leave (for example, with Pre-tax Contributions if that is what was used before the FMLA leave began).
- In the event of unpaid FMLA leave (or paid leave where coverage is not required to be continued), if you opt to continue your group health coverage, you may pay your share of the contribution with after-tax dollars while on leave, or you may be given the option to pre-pay all or a portion of your share of the contribution for the expected duration of the leave with Pre-tax Contributions from your pre-leave compensation by making a special election to that effect before the date such compensation would normally be made available to you provided, however, that pre-payments of Pre-tax Contributions may not be utilized to fund coverage during the next Plan Year, or by other arrangements agreed upon between you and the Plan Administrator (for example, the Plan Administrator may fund coverage during the leave and withhold amounts from your compensation upon your return from leave). The payment options provided by the Employer will be established in accordance with Code Section 125, FMLA and the Employer's internal policies and procedures regarding leaves of absence. Alternatively, the Employer may require all Participants to continue coverage during the leave. If so, you may elect to discontinue your share of the required contributions until you return from leave. Upon return from leave, you will be required to repay the contribution not paid during the leave in a manner agreed upon with the Administrator.
- If your coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), you will be permitted to re-enter the Plan upon return from such leave on the same basis as you were participating in the Plan prior to the leave, or as otherwise required by the FMLA. Your coverage under the Benefit Plans or Policies providing health coverage may be automatically reinstated provided that coverage for Employees on non-FMLA leave is automatically reinstated upon return from leave.
- The Employer may, on a uniform and consistent basis, continue your group health coverage for the duration of the leave following your failure to pay the required contribution. Upon return from leave, you will be required to repay the contribution in a manner agreed upon by you and Employer.
- If you are commencing or returning from unpaid FMLA leave, your election under this Plan for Benefit Plans or Policies providing non-health benefits shall be treated in the same manner that elections for non-health Benefit Plans or Policies are treated with respect to Participants commencing and returning from unpaid non-FMLA leave.
- If you go on an unpaid non-FMLA leave of absence (e.g., personal leave, sick leave, etc.) that does not affect eligibility in this Plan or a Benefit Plan or Policy offered under this plan, then you will continue to participate and the contribution due will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Administrator. If you go on an unpaid leave that affects eligibility under this Plan or a Benefit Plan or Policy, the election change rules below will apply. The Plan Administrator will have discretion to determine whether taking an unpaid non-FMLA leave of absence affects eligibility.

Is there any other information that I should know about the Plan?

Participation in the Plan does not give any Participant the right to be retained in the employ of his or her Employer or any other right not specified in the Plan. The Plan Administrator's name, address and telephone number appear in the Plan Information Summary attached to the front of this SPD. The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and this SPD. Other important information such as the Plan Number and Plan Sponsor's name and address has also been provided in the Plan Information Summary.

COBRA CONTINUATION COVERAGE

If you are participating in the Health FSA and your Company is not a small employer, then COBRA applies. A "small employer" is generally an employer that employs 20 or fewer employees, but you should contact the Plan Administrator who can inform you if the Company is a small employer not subject to COBRA and is not required to comply with these rules. Depending on your Health FSA balance at the time of the Qualifying Event (described below), you may not be eligible for COBRA continuation coverage.

Qualifying Events

You have the right to continue your coverage under the Health FSA if any of the following events results in your loss of coverage under the Health FSA:

- termination of employment for any reason other than gross misconduct
- reduction in your hours of employment

Your spouse and dependent children (including children born to you or placed for adoption with you) have the right to continue coverage under the Health FSA if any of the following events results in their loss of coverage under the Health FSA:

- termination of your employment for any reason other than gross misconduct
- reduction in your hours of employment
- you become enrolled in Medicare
- you and your spouse divorce or are legally separated
- your death
- your dependent ceases to be a "dependent child" for purposes of COBRA

Persons entitled to continue coverage under COBRA are "Qualified Beneficiaries."

If the cost of COBRA continuation coverage for the remainder of the Plan Year equals or exceeds the amount of reimbursement you have available under the Health FSA for the remainder of the Plan Year, you, your spouse, and/or your dependent child(ren) generally do not have the right to elect COBRA continuation coverage. You will be provided notice of your right to elect COBRA continuation coverage.

Continuing Coverage

You may continue the level of coverage you had in effect immediately preceding the Qualifying Event. However, if Plan benefits are modified for similarly situated active employees, then they will be modified for you and other Qualified Beneficiaries as well. You will be eligible to make a change in your benefit election with respect to the Plan upon the occurrence of any event that permits a similarly situated active employee to make a benefit election change during a Plan Year.

You, your spouse, or your dependent child(ren) must notify the Plan Administrator or its delegate in writing of a divorce, legal separation, or a child losing dependent status under the Plan within 60 days after the later of (1) the date of the Qualifying Event or (2) the date on which coverage is lost under the Plan because of the event. After receiving notice of a Qualifying Event, the Plan Administrator will provide Qualifying Beneficiaries with an election notice, which describes the right to COBRA continuation coverage and how to make an election. Notice to your spouse is deemed notice to your covered dependents that reside with the spouse.

You or your dependent(s) are responsible for notifying the Plan Administrator or its delegate if you or your dependent(s) become covered under another group health plan or entitled to Medicare.

Election Procedures and Deadlines

A Qualified Beneficiary may make an election for COBRA continuation coverage if they are not covered under the Plan as a result of another Qualified Beneficiary's COBRA continuation election. To elect COBRA continuation coverage, you must complete the applicable election form within 60 days from the later of (1) the date the election notice was provided to you or (2) the date that the Qualified Beneficiary would otherwise lose coverage under the Plan due to the Qualifying Event and submit it to the Plan Administrator or its delegate. If the Qualified Beneficiary does not return the election form within the 60-day period, it will be considered a waiver of their COBRA continuation coverage rights.

Cost of COBRA Continuation Coverage

The cost of COBRA continuation coverage will not exceed 102% of the applicable premium for the period of continuation coverage.

When Continuation Coverage Ends

You may be able to continue coverage under the Health FSA until the end of the Plan Year in which the Qualifying Event occurs. However, COBRA continuation coverage may end earlier for any of the following reasons:

- You fail to make a required COBRA continuation coverage contribution;
- The date that you first become covered under another Health FSA;
- The date that you first become entitled to Medicare; or
- The date the Company no longer provides a Health FSA to any of its employees.

Termination of Employment

If you terminate employment with the Company for any reason during the Plan Year, your contributions to your FSA will end as of your date of termination. You may submit claims for reimbursement from your FSA for expenses incurred during the Plan Year prior to your termination of employment. You must submit claims for reimbursement from your Health FSA no later than 45 days after the date your employment terminates. Any balance remaining in your Health FSA will be forfeited after claims submitted prior to this date have been processed.

YOUR RIGHTS UNDER ERISA

As a participant in the Health FSA under this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants in a plan governed by ERISA shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for participants in plans governed by ERISA, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your Company, your union, if applicable, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining an ERISA welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for an ERISA welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of ERISA plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court if you have exhausted the Plan's claims procedures. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal

court if you have exhausted the Plan's claims procedures. If you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

MISCELLANEOUS**FMLA**

If you go on unpaid leave that qualifies as family leave under the Family and Medical Leave Act you may be able to continue receiving health care benefits. Contact the Plan Administrator for more information under the Plan.

Unclaimed Reimbursements

Payments from the Account that are not claimed on a timely basis (for example, checks issued from the Plan that are not timely cashed) will be forfeited and returned to the Plan. Please contact your Plan Administrator about what constitutes "timely" claims of payment from the Plan.

Excess Payments/Reimbursements

If you receive an excess benefit or payment under the Plan, you must immediately repay any such excess payments/reimbursements. You must also reimburse the Company for any liability the Company may incur for making such payments, including but not limited to, failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If you fail to timely repay an excess amount and/or make adequate indemnification, the Plan Administrator may: (i) to the extent permitted by applicable law, offset your salary or wages, and/or (ii) offset other benefits payable to you under this Plan.

Beneficiaries

If you die, your beneficiaries or your estate may submit claims for eligible expenses for the portion of the Plan Year preceding the date of your death. You may designate a specific beneficiary for this purpose. If you do not name a beneficiary, the Plan Administrator may pay any amount to your spouse, one or more of your dependents, or a representative of your estate.

Qualified Medical Child Support Orders

In certain circumstances you may be able to enroll a child in the Plan if the Plan receives a Qualified Medical Child Support Order (QMCSO). You may obtain a copy of the QMCSO procedures from the Plan Administrator, free of charge.

APPENDIX A

Health Flexible Spending Account (Health FSA)

The following Health Flexible Spending Account is available under the Plan:

- General Purpose Health FSA

General Purpose Health FSAs may only be used to reimburse for qualifying medical expenses during the Plan Year.

If you are eligible, you may elect to contribute to a Health FSA in accordance with the "Election Procedures" described above.

Health FSA Eligibility

Please be aware that there are some limitations on your eligibility to participate in Health FSAs. If you are an Eligible Employee, you are eligible to contribute to a Health FSA. However, if you are not eligible to participate in the Company-sponsored group health plan, then you are not eligible to participate in a Health FSA.

Additionally, if you elect to participate in the Health Savings Account you are not eligible to participate in the General Purpose Health FSA Benefit.

Health FSA Contributions

Your Health FSA will be credited with your contributions and will be reduced by any payments made on your behalf. The maximum amount you may contribute each year to your General Purpose Health FSA and/or HSA-Compatible Health FSA is the maximum amount permitted under the tax code. The Company will not make additional contributions to your General Purpose Health FSA on your behalf.

Health FSA Eligible Expenses/Reimbursement

You will be entitled to receive reimbursement from your General Purpose Health FSA for eligible expenses incurred by you, your spouse and dependents, if any. A dependent is generally someone who may claim as a dependent on your federal tax return and also includes a child until their 26th birthday. The entire annual amount you elect to contribute for the Plan Year to your Health FSA, less any reimbursements already distributed from your Health FSA will be available for reimbursement throughout the Plan Year.

You may receive reimbursement for eligible expenses incurred during the Plan Year when you are participating in your Health FSA. Eligible expenses generally include all medical expenses that you may deduct on your federal income tax return. Health insurance premiums are not an eligible expense for the Health FSA. Medicines or drugs are eligible expenses only if the medicine or drug is prescribed (determined without regard to whether such drug is available without a prescription) or is insulin (unless otherwise excluded).

You will not be reimbursed for any expenses that were (1) incurred before you are eligible to participate in the Health FSA; (2) incurred after you have become ineligible to participate in the Health FSA and are attributable to a tax deduction you took in a prior taxable year; or (3) covered, paid, or reimbursed from another source. Your claim for reimbursement must include substantiation that the Plan Administrator or Claims Administrator considers sufficient for determining that the claim constitutes an expense eligible for reimbursement under the Plan.

You must submit claims for reimbursement from your General Purpose Health FSA no later than 30 days after the end of the Plan Year. Any amounts remaining in your Health FSA after all timely claims have been paid will be forfeited.

Termination of Employment

If you terminate employment with the Company for any reason during the Plan Year, your contributions to your FSA will end as of your date of termination. You may submit claims for reimbursement from your FSA for expenses incurred during the Plan Year prior to your termination of employment. You must submit claims for reimbursement from your Health FSA no later than 45 days after the date your employment terminates. Any balance remaining in your Health FSA will be forfeited after claims submitted prior to this date have been processed.

Qualified Reservist Distributions

If you are a military reservist called to active duty for a period in excess of 179 days or for an indefinite period, you may elect to receive a distribution from your Health FSA up to an amount equal to the entire amount you elected for the applicable FSA for the Plan Year, minus reimbursements paid as of the date of the distribution request. You must make the distribution request during the period beginning on the date of your call-up and ending on the last date that reimbursements could otherwise be made for that Plan Year.

Dependent Care Assistance Plan Account (DCAP)

A Dependent Care Assistance Plan Account may be used to reimburse expenses incurred for the care of a qualifying dependent. If you are eligible, you may elect to contribute to a DCAP Account in accordance with the "Election Procedures" described above.

DCAP Contributions

Your DCAP Account will be credited with your contributions and will be reduced by any payments made on your behalf. The maximum amount that you may contribute each year to your DCAP Account is the maximum amount permitted under the tax code.

The Company will not make additional contributions to your DCAP Account on your behalf.

DCAP Eligible Expenses/Reimbursement

The entire annual amount you elect to contribute for the Plan Year to your DCAP Account, less any reimbursements already distributed from your DCAP Account will be available for reimbursement. You may receive reimbursement for eligible expenses incurred during the Plan Year when you are participating in your DCAP Account. Eligible expenses generally include those that you incur in order to be gainfully employed and for the care of (i) your dependent who is under age 13, or (ii) your spouse or dependent who lives with you and who is physically or mentally incapable of caring for themselves. Expenses incurred for overnight camp are not eligible for reimbursement. A dependent is generally someone who you may claim as a dependent on your federal tax return.

You must submit claims for reimbursement from your DCAP Account no later than 30 days following the Plan Year. Any amounts remaining in your DCAP Account at the end of the Plan Year after all timely claims have been paid will be forfeited.

Termination of Employment

If you terminate employment with the Company for any reason during the Plan Year, your contributions to your DCAP Account will end as of your date of termination. You may submit claims for reimbursement from your DCAP Account for expenses incurred during the Plan Year prior to your termination of employment. You must submit claims for reimbursement from your DCAP Account no later than 45 days after the date your employment terminates. Any balance remaining in your DCAP Account will be forfeited after claims submitted prior to this date have been processed.

PREAMBLE

City of Madeira Beach hereby establishes a Section 125 Plan ("Plan") for its Employees for purposes of providing eligible Employees with the opportunity to choose from among the fringe benefits available under the Plan. The Plan is intended to qualify as a cafeteria plan under the provisions of Code Section 125.

SECTION 125 PLAN DEFINITIONS

- 1.1 **"Affiliated Employer"** means any entity who is considered with the Employer to be a single employer in accordance with Code Section 414(b), (c), or (m) of the Code.
- 1.2 **"After-tax Contribution(s)"** means amounts withheld from an Employee's Compensation pursuant to the enrollment documents after all applicable state and federal taxes have been deducted. Such amounts are withheld for purposes of purchasing one or more of the Benefit Plans or Policies available under the Plan.
- 1.3 **"Anniversary Date"** means the first day of any Plan Year.
- 1.4 **"Benefit Plan(s) or Policy(ies)"** means those Qualified Benefits available to a Participant under this Plan as set forth in the SPD, as amended and/or restated from time to time.
- 1.5 **"Board of Directors"** means the Board of Directors or other governing body of the Employer (the "Board"). The Board, upon adoption of this Plan, appoints the Plan Administrator to act on the Employer's behalf in all matters regarding the Plan.
- 1.6 **"Change in Status"** means any of the events described in the SPD, as well as any other events included under subsequent changes to Code Section 125 or regulations issued under Code Section 125, that the Plan Administrator (in its sole discretion) decides to recognize on a uniform and consistent basis as a reason to change the election mid-year. Note: See the SPD for requirements that must be met to permit certain mid-year election changes on account of a Change in Status.
- 1.7 **"Code"** means the Internal Revenue Code of 1986, as amended.
- 1.8 **"Compensation"** means the cash wages or salary paid to an Employee by the Employer.
- 1.9 **"Dependent"** means any individual who is a tax dependent of the Participant as defined generally in Code Section 152(a), Code Section 105 (for health plan purposes, if offered under the Plan), and Code Section 223 (for Health Savings Account purposes, if offered under the Plan).
- 1.10 **"Earned Income"** means all income derived from wages, salaries, tips, self-employment, and other Compensation (such as disability or wage continuation benefits), but only if such amounts are includable in gross income for the taxable year. Earned income does not include any other amounts excluded from earned income under Code § 32(c)(2), such as amounts received under a pension or annuity, or pursuant to workers' compensation.
- 1.11 **"Effective Date"** of this Plan is the effective date set forth in the SPD.
- 1.12 **"Employee"** means any individual who is considered to be in a legal employer-employee relationship with the Employer for federal tax-withholding purposes. Such term includes "former employees" for the limited purpose of allowing continued eligibility for benefits hereunder for the remainder of the Plan Year in which an employee ceases to be employed by the Employer. The term "Employee" shall not include any leased employee (as that term is defined in Code Section 414(n)) or any self-employed individual who receives from the Employer "net earnings from self-employment" within the meaning of Code Section 401(c)(2) unless such individual is also an Employee.
- 1.13 **"Employer"** means **City of Madeira Beach** and any Affiliated Employers named in the SPD provided, however, that when the Plan provides that the Employer has a certain power (e.g., the appointment of a Plan Administrator, entering into a contract with a third party insurer, or amendment or termination of the plan) the term "Employer" shall mean only that entity named on the first line of the Plan Information Summary of the SPD, and not any Affiliated Employer.

Affiliated Employers who sign the Plan Information Summary and/or otherwise adopt the Plan shall be bound by the Plan as adopted and subsequently amended unless they clearly withdraw from participation herein.

- 1.14 **"ERISA"** shall mean the Employee Retirement Income Security Act of 1974, as amended.
- 1.15 **"Highly Compensated Individual"** means an individual defined under Code Section 105(h), 125(e), or 414(q), as amended, as a "highly compensated individual" or a "highly compensated employee."
- 1.16 **"Key Employee"** means an individual who is a "key employee" as defined in Code Section 125(b)(2), as amended.
- 1.17 **"Non-elective Contribution(s)"** means any amount that the Employer, in its sole discretion, may contribute on behalf of each Participant to provide benefits for such Participant and his or her Spouse and Dependents, if applicable, under one or more of the Benefit Plan(s) or Policy(ies) offered under the Plan. The amount of employer contribution that is applied towards the cost of the Benefit Plan(s) or Policy(ies) for each Participant and/or level of coverage shall be subject to the sole discretion of the Employer. The amount of Non-elective Contribution for each Participant may be adjusted upward or downward in the contributing Employer's sole discretion. The amount shall be calculated for each Plan Year in a uniform and nondiscriminatory manner and may be based upon the Participant's dependent status, commencement or termination date of the Participant's employment during the Plan Year, and such other factors as the Employer shall prescribe. To the extent set forth in the SPD or enrollment material, the Employer may make Non-elective Contributions available to Participants and allow Participants to allocate the Non-elective Contributions among the various Benefit Plans or Policies offered under the Plan in a manner set forth in the SPD of additional, taxable Compensation except as otherwise provided in the SPD or enrollment material.
- 1.18 **"Participant"** means an Employee who becomes a Participant pursuant to Article II.
- 1.19 **"Plan"** means the Section 125 Plan, the SPD (defined in Section 1.29 herein) and (if applicable) the related Trust created by this document.
- 1.20 **"Plan Administrator"** means the person(s) or Committee identified in the SPD that is appointed by the Employer with authority, discretion, and responsibility to manage and direct the operation and administration of the Plan. If no such person is named, the Plan Administrator shall be the Employer.
- 1.21 **"Plan Year"** shall be the period of coverage set forth in the SPD (as extended by any applicable grace period as set forth in the SPD).
- 1.22 **"Pre-tax Contribution(s)"** means amounts withheld from an Employee's Compensation pursuant to a Salary Redirection Agreement before any applicable state and federal taxes have been deducted. The amounts are withheld for purposes of purchasing one or more of the Benefit Plans or Policies available under the Plan. This amount shall not exceed the premiums or contributions attributable to the most costly Benefit Plan or Policy afforded hereunder, and for purposes of Code Section 125, shall be treated as an Employer contribution (this amount may, however, be treated as an Employee contribution for purposes of state insurance laws).
- 1.23 **"Qualified Benefit"** means any benefit excluded from the Employee's taxable income under Chapter 1 of the Code other than Sections 106(b), 117, 124, 127, or 132 and any other benefit permitted by the Income Tax Regulations (i.e., any life insurance coverage that is includable in gross income by virtue of exceeding the dollar limitation on nontaxable coverage under Code Sec. 79). Notwithstanding the previous sentence, long-term care insurance is not a "Qualified Benefit."
- 1.24 **"Qualifying Individual"** means an individual defined as a "Qualifying Individual" in the Summary Plan Description.
- 1.25 **"Qualifying Services"** means services relating to the care of a Qualifying Individual that enable the Participant or their Spouse to remain gainfully employed which are performed:

- (a) in the Participant's home; or
 - (b) outside the Participant's home for (1) the care of a Dependent of the Participant who is under age 13, or (2) the care of any other Qualifying Individual who resides at least eight (8) hours per day in the Participant's household. If the expenses are incurred for services provided by a dependent care center (i.e., a facility that provides care for more than six (6) individuals not residing at the facility), the center must comply with all applicable state and local laws and regulations.
- 1.26 "Salary Redirection Agreement" or Enrollment Documents** means the actual or deemed agreement or enrollment form pursuant to which an eligible Employee or Participant elects to contribute his share of the cost of chosen Benefit Plans or Policies with Pre-tax or After-tax Contributions and/or Benefit Credits (if offered under the Plan) in accordance with Article III herein. If the Employer utilizes an interactive voice response (IVR) system or web-based program for enrollment, the document may be maintained on an electronic database in accordance with all applicable federal and/or state laws.
- 1.27 "Spouse"** means an individual who is legally married to a Participant (and who is treated as a spouse under the Code).
- 1.28 "Student"** means an individual who, during each of five (5) or more calendar months during the Plan Year, is a full time student at any college or university, the primary function of which is the conduct of formal instruction, and which routinely maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly presented.
- 1.29 "Summary Plan Description" or "SPD"** means the document attached as to the Plan document that describes the term of Plan not set forth herein. The SPD and all applicable appendices are incorporated hereto by reference.
- 1.30 "Trustee"** (if applicable) means the person(s) or institution (and their successors) named on the signature page attached hereto, who have assented to being so named by their signature to this Agreement, otherwise empowered to hold and disburse the funds that are created hereunder.

ELIGIBILITY AND PARTICIPATION

- 2.1 Eligibility to Participate.** Each Employee who satisfies the eligibility requirements set forth in the SPD shall be eligible to participate in this Plan as of any applicable entry date set forth in the SPD. The provisions of this Article are not intended to override any eligibility requirement(s) or waiting period(s) specified in the applicable Benefit Plans or Policies and the terms of eligibility and participation for the Benefit Plan(s) or Policy(ies) offered under the Plan shall be subject to the requirements specified in the governing documents of the Benefit Plans or Policies.
- 2.2 Termination of Participation.** Participation shall terminate on the earliest of the dates set forth in the SPD.
- 2.3 Qualifying Leave - Under FMLA.** Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the Family and Medical Leave Act of 1993 (the "FMLA"), then to the extent required by the FMLA, the Participant will be entitled to continue the Participant's Benefit Plans or Policies that provide health coverage on the same terms and conditions as if the Participant were still an active Employee. The requirements for continuing coverage, procedures for FMLA leave, and payment option(s) provided by the Employer (as described above) will be set forth in the SPD and will be administered in accordance with the regulations issued under Code Section 125 and in accordance with the FMLA.
- 2.4 Non-FMLA Leave.** If a Participant goes on an unpaid leave of absence that does not affect eligibility under this Plan or the Benefit Plans or Policies chosen by the Participant, then the Participant will continue to participate and the contributions due for the Participant will be paid by one or more of the payment options described in the SPD. If a Participant goes on an unpaid leave that affects eligibility

under this Plan or the Benefit Plans or Policies chosen by the Participant, the election change rules in Section 04 will apply. If such policy requires coverage to continue during the leave but permits a Participant to discontinue contributions while on leave, the Participant will, upon returning from leave, be required to repay the contributions not paid by the Participant during the leave.

BENEFIT ELECTIONS

- 3.1 Election of Contributions.** A Participant may elect any combination of Pre-tax Contributions or After-tax Contributions (as set forth in the SPD) to fund any Benefit Plan or Policy available under the Plan, provided that only Qualified Benefits may be funded with Pre-tax Contributions. The Employer may, but is not required, to allocate Non-elective Contributions to one or more Benefit Plans or Policies offered under the Plan and to the extent set forth in the SPD or enrollment material, may allow the Participants to allocate his allotted share of Non-elective Contributions among the various Benefit Plans or Policies in a manner set forth in the SPD or enrollment material.
- 3.2 Initial Election Period.**
- (a) **Currently Eligible Employees.** An Employee who is eligible to become a Participant in this Plan as of the Effective Date must complete, sign and file an enrollment form with the Plan Administrator during the election period (as specified by the Plan Administrator) immediately preceding the Effective Date of the Plan in order to become a Participant on the Effective Date. The elections made by the Participant on this initial enrollment form shall be effective, subject to Section 3.4, for the Plan Year beginning on the Effective Date.
 - (b) **New Employees and Employees Who Have Not Yet Satisfied The Plan's Waiting Period.** An Employee who becomes eligible to become a Participant in this Plan after the Effective Date must complete, sign and file an enrollment form with the Plan Administrator (or its designated third party administrator as set forth on the enrollment form) during the Initial Election Period set forth in the SPD or the enrollment material. Participation will commence under this Plan as set forth in the SPD. Coverage under the component Benefit Plans or Policies will be effective in accordance with the governing provisions of such Benefit Plans or Policies.
 - (c) **Failure to Elect.** An eligible Employee who fails to complete, sign and file an enrollment form in accordance with paragraph (a) or (b) above during an initial election period may become a Participant on a later date in accordance with Section 3.3 or 3.4.
- 3.3 Annual Election Period.** Each Employee who is a Participant in this Plan or who is eligible to become a Participant in this Plan shall be notified, prior to each Anniversary Date of this Plan, of his right to become a Participant in this Plan, to continue participation in this Plan, or to modify or to cease participation in this Plan, and shall be given a reasonable period of time in which to exercise such right: such period of time shall be known as the Annual Election Period. The date that the Annual Election Period commences and ends will be set forth in the SPD or the enrollment material. An election is made during the Annual Election Period in the manner set forth in the SPD. The consequences of failing to make an election during the Annual Election Period will be set forth in the SPD.
- 3.4 Change of Elections.** A Participant shall not make any changes to the Pre-tax Contribution amount or, where applicable, to the Participant's elected allocation of Non-elective Contributions except for election changes permitted under this Section 3.4, and for changes made during the Annual Election Period (Section 3.3), changes caused by termination of employment (Section 3.5) and changes pursuant to the Family and Medical Leave Act (Section 2.4).

Except as provided in the SPD for HIPAA special enrollment rights arising from the birth, adoption, or placement for adoption of a child, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the first pay period coinciding with or immediately following the date that the election change was filed) but, as determined by the Plan Administrator, election changes may become effective later to the extent the coverage in the applicable component plan commences later. The circumstances under which a Participant may change his election under this Plan are set forth in the SPD.

- 3.5 Impact of Termination of Employment on Election or Cessation of Eligibility.** Termination of employment or cessation of eligibility shall automatically revoke any enrollment elections. Except as provided below, if revocation occurs under this Section 3.5, no new election with respect to Pre-Tax Contributions may be made by such Participant during the remainder of the Plan Year. Rules governing elections for former participants rehired during the same Plan Year shall be set forth in the SPD.

BENEFIT FUNDING AND CREDITS AND DEBITS TO ACCOUNTS

- 4.1 Source of Benefit Funding.** The cost of coverage under the component Benefit Plans or Policies shall be funded by the Participant's Pre-tax and/or After-tax Contributions and/or any Non-elective Contributions provided by the Employer. The required contributions for each of the Benefit Plans or Policies offered under the Plan shall be made known to employees in enrollment materials. Pre-tax or After-tax Contributions (as elected by the Employee on the enrollment form) shall equal the contributions required from the Participant less any available Non-elective Contributions allocated thereto by the Employer, or where applicable, the Participant for coverage of the Participant or the Participant's Spouse or Dependents under the Benefit Plans or Policies elected by the Participant under this Plan. Amounts withheld from a Participant's Compensation as Pre-tax Contributions or After-tax Contributions shall be applied to fund benefits as soon as administratively feasible. The maximum amount of Pre-tax Contributions plus any Non-elective Contributions made available by the Employer for Benefit Plan(s) or Policy(ies) offered under this Plan shall not exceed the aggregate cost of the Benefit Plan(s) or Policy(ies) elected by the Employee.
- 4.2 Reduction of Certain Elections to Prevent Discrimination.** If the Plan Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy for such Plan Year any requirement imposed by the Code or any limitation on Pre-tax Contributions allocable to Key Employees or to Highly Compensated Individuals, the Plan Administrator shall take such action(s) as deemed appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification or revocation of a Highly Compensated Individual's or Key Employee's election without the consent of such Employee.

BENEFITS

- 5.1 Qualified Benefits.** The maximum benefit a Participant may elect under this Plan shall not exceed the sum of i) the aggregate premium for all Benefit Plan(s) or Policy(ies) set forth in the SPD.

PLAN ADMINISTRATION

- 6.1 Allocation of Authority.** The Board of Directors or applicable governing body (or an authorized officer of the Employer) appoints a Plan Administrator that keeps the records for the Plan and shall control and manage the operation and administration of the Plan. The Plan Administrator shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. In the case of an insured Benefit Plan or Policy, the insurer shall be the named fiduciary with respect to benefit claim determinations thereunder, and with respect to benefit claims shall have all of the powers of the Plan Administrator described herein. All determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following powers and duties:
- (a) To require any person to furnish such reasonable information as he may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;
 - (b) To make and enforce such rules and regulations and prescribe the use of such forms as he shall

deem necessary for the efficient administration of the Plan;

- (c) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan and to make or revoke elections under the Plan, in accordance with the provisions of the Plan;
 - (d) To determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan; to inform the Employer or insurer as appropriate, of the amount of such benefits; and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part;
 - (e) To designate other persons to carry out any duty or power which may or may not otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan. Such entity will be referred to as a third party administrator and shall be identified in the SPD;
 - (f) To keep records of all acts and determinations, and to keep all such records, books of account, and data and other documents as may be necessary for the proper administration of the Plan; and
 - (g) To do all things necessary to operate and administer the Plan in accordance with its provisions.
- 6.2 Payment of Administrative Expenses.** Except as otherwise provided in the SPD, the Employer currently pays all reasonable expenses incurred in administering the Plan.
- 6.3 Reporting and Disclosure Obligations.** Unless specified otherwise, it shall be the Employer and Plan Administrator's sole responsibility to comply with all filing, reporting, and disclosure requirements, imposed by the DOL and/or IRS, specifically including, but not limited to creating, filing and distributing Summary Annual Reports, Form 5500s, and SPDs. Furthermore, the Employer and Plan Administrator shall be required to amend the Plan as is necessary to ensure compliance with applicable tax and other laws and regulations.
- 6.4 Indemnification.** The Plan Administrator shall be indemnified by the Employer against claims, and the expenses of defending against such claims, resulting from any action or conduct relating to the administration of the Plan except claims arising from gross negligence, willful neglect, or willful misconduct.

FUNDING AGENT

- 7.1** The Plan shall be funded with amounts withheld from Compensation pursuant to enrollment forms, and/or Non-elective Contributions provided by the Employer, if any. The Employer will apply all such amounts, without regard to their source, to pay for the welfare benefits provided herein as soon as administratively feasible and shall comply with all applicable regulations promulgated by the DOL taking into consideration any enforcement procedures adopted by the DOL. If a Trust is designated Funding Agent in the SPD, an appropriate Trust Agreement shall be attached at the end of this Plan.

AMENDMENT OR TERMINATION OF PLAN

- 8.1 Permanency.** While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 9.2 and 9.3 below. Nothing in this Plan is intended to be or shall be construed to entitle any Participant, retired or otherwise, to vested or non-terminable benefits.
- 8.2 Employer's Right to Amend.** The Employer reserves the right to amend at any time any or all of the provisions of the Plan. All amendments shall be made in writing and shall be approved by the Employer in

accordance with its normal procedures for transacting business (e.g. by approval by the Board of Directors through a meeting or unanimous consent of all Board members). Such amendments may apply retroactively or prospectively as set forth in the amendment. Each Benefit Plan or Policy shall be amended in accordance with the terms specified therein, or, if no amendment procedure is prescribed, in accordance with this section. Any amendment made by the Employer shall be deemed to be approved and adopted by any Affiliated Employer.

- 8.3 Employer's Right to Terminate.** The Employer reserves the right to discontinue or terminate the Plan without prejudice at any time and for any reason without prior notice. Such decision to terminate the Plan shall be made in writing and shall be approved by the Employer in accordance with its normal procedures for transacting business. Affiliated Employers may withdraw from participation in the Plan, but may not terminate the Plan.
- 8.4 Determination of Effective Date of Amendment or Termination.** Any such amendment, discontinuance, or termination shall be effective as of such date as the Employer shall determine.

GENERAL PROVISIONS

- 9.1 Not an Employment Contract.** Neither this Plan nor any action taken with respect to it shall confer upon any person the right to continue employment with any Employer.
- 9.2 Applicable Laws.** The provisions of the Plan shall be construed, administered and enforced according to applicable federal law and the laws of the state of the principal place of business of the Employer to the extent not preempted.
- 9.3 Post-Mortem Payments.** Any benefit payable under the Plan after the death of a Participant shall be paid to his surviving spouse (if any), otherwise, to his estate. If there is doubt as to the right of any beneficiary to receive any amount, the Plan Administrator may retain such amount until the rights thereto are determined, without liability for any interest thereon.
- 9.4 Non-alienation of Benefits.** Except as expressly provided by the Plan Administrator, no benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements, or torts of any person.
- 9.5 Mental or Physical Incompetency.** Every person receiving or claiming benefits under the Plan shall be presumed to be mentally and physically competent and of age until the Plan Administrator receives a written notice, in a form and manner acceptable to it, that such person is mentally or physically incompetent or a minor, and that a guardian, conservator or other person legally vested with the care of his estate has been appointed.
- 9.6 Inability to Locate Payee.** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participants or other person after reasonable efforts have been made to identify or locate such person, such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited one year after the date any such payment first became due.
- 9.7 Requirement for Proper Forms.** All communications in connection with the Plan made by a Participant shall become effective only when duly executed on any forms as may be required and furnished by, and filed with, the Plan Administrator.
- 9.8 Source of Payments.** The Employer, the Trust fund (if selected as Funding Agent), and any insurance company contracts purchased or held by the Employer or funded pursuant to this Plan shall be the sole sources of benefits under the Plan. No Employee or beneficiary shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee or beneficiary.

- 9.9 Multiple Functions.** Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.
- 9.10 Tax Effects.** Neither the Employer, its agents, the Plan Administrator, nor the Trustee makes any warranty or other representation as to whether any Pre-tax Premiums made to or on behalf of any Participant hereunder will be treated as excludable from gross income for local, state, or federal income tax purposes. If for any reason it is determined that any amount paid for the benefit of a Participant or Beneficiary is includable in an Employee's gross income for local, federal, or state income tax purposes, then under no circumstances shall the recipient have any recourse against the Plan Administrator or the Employer with respect to any increased taxes or other losses or damages suffered by the Employees as a result thereof. The Plan is designed and is intended to be operated as a "cafeteria plan" under Section 125 of the Code.
- 9.11 Gender and Number.** Masculine pronouns include the feminine as well as the neuter genders, and the singular shall include the plural, unless indicated otherwise by the context.
- 9.12 Incorporation by Reference.** The actual terms and conditions of the separate component Benefit Plans or Policies offered under this Plan are contained in separate, written documents governing each respective benefit, and shall govern in the event of a conflict between the individual plan document, and this Plan as to substantive content. To that end, each such separate document, as amended or subsequently replaced, is hereby incorporated by reference as if fully recited herein.
- 9.13 Severability.** Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.
- 9.14 Effect of Mistake.** In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the account of any Participant, or the amount of distributions made or to be made to a Participant or other person, the Plan Administrator shall, to the extent it deems possible, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as will in its judgment accord to such Participant or other person the credits to the account or distributions to which he is properly entitled under the Plan. Such action by the Administrator may include withholding of any amounts due the Plan or the Employer from Compensation paid by the Employer.
- 9.15 Provisions Relating to Insurers.** No insurer shall be required or permitted to issue an insurance policy or contract that is inconsistent with the purposes of this Plan, nor be bound to take any action not in accordance with the terms of any policy or contract with this Plan. The insurer shall not be deemed to be a party to this Plan, nor shall it be bound to interpret the construction or validity of the Plan. The insurer shall be protected from its good faith reliance on the written representations and instructions of the Trustee and the Plan Administrator, and shall not be responsible for the initial or continued qualified status of the Plan.

IN WITNESS WHEREOF, the Employer has executed this Plan as of the date set forth below.

EMPLOYER'S ACKNOWLEDGMENT

As evidenced by the formal execution of this document, the undersigned Employer adopted and established this Plan on the Effective Date as the Section 125 Plan of the undersigned Employer. In doing so, the undersigned Employer acknowledges that the Summary Plan Description ("SPD") and this Plan document are important legal instruments with significant legal and tax implications.

The Employer also acknowledges that it has read the SPD and this Plan document in their entirety, has consulted independent legal and tax counsel to the extent considered necessary, and accepts full responsibility for participation of Employees hereunder and the operation of the Plan.

The Employer acknowledges that, as sponsor and Plan Administrator, it shall have sole responsibility to comply with all filing, reporting, and disclosure requirements imposed by the DOL, IRS, or any other government agency, specifically including, but not limited to, creating and filing Form 5500s and preparing and distributing SPDs and performing required nondiscrimination testing. Furthermore, the Employer further acknowledges that it shall bear sole responsibility for amending the Plan as necessary to ensure compliance with applicable tax, labor, and other laws and regulations. The Employer acknowledges receipt of the checklist of Plan Sponsor Responsibilities included provided with the applicable plan document request form and has agreed to the obligations set forth therein.

This Plan shall be construed and enforced according to the Internal Revenue Code of 1986, as amended from time to time, the applicable regulations thereto, and the laws of the state of the principal place of business of the Employer.

IN WITNESS WHEREOF, the Employer has caused this Plan and Summary Plan Description to be executed on the day of _____ to ratify the adoption of the Plan adopted and effective as of the Effective Date.

WITNESS:

Employer: City of Madeira Beach

By: _____

Title: _____

Corporate Officer (Signature)

Date: _____



Memorandum

Meeting Details: July 24, 2024

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: RFP 2024-06 City Facility Cleaning Services

Background

The current cleaning contract expired May 2024. Staff placed RFP 2024-02 out to bid but had to cancel due to multiple errors on the submittal at the direction of the city attorney. Staff adjusted the bid tabulation sheet and placed RFP 2024-06 out to bid on May 22nd. The RFP covers each city owned facility along with the potential for County Park restrooms should the city contract with Pinellas County. Staff received 8 submittals, 3 of which were incomplete due to missing several documents. Once opened, staff reviewed each submittal to ensure all items were properly submitted and checked the math to ensure the base total was correct. After reviewing and scoring staff checked references and contacted the three (3) highest scoring companies for an interview. The interview team consisted of Robin Gomez, Patrick Cade, Allie Lollis, and me who asked fifteen (15) questions to understand each company and their way of operating. Once the interviews were completed staff reflected and would like to recommend the Board of Commissioners approve American Janitorial contract and accept the bid as written with the base total being \$136,319.44 annually.

American Janitorial Inc. (AJI) base office is located in Lake County, but management is located in Tampa. American Janitorial has extensive experience with Government contracts some have been in existence for twelve (12) plus years consecutively. A few contacts to name a few that American Janitorial has are Lake County Government annual contract amount of \$864K, Pinellas County Transit Authority annual contract amount \$654,500., City of Dunedin annual contract amount \$732K, and many more that can be found in the submittal. AJI has submitted a proposed staffing plan which will be

amended as needed according to the city's needs. They also have an app that will help ensure staff are completing all necessary tasks per location as listed in the bid. For all the reasons listed above plus more is why staff believes AJI is the most responsive responsible vendor to proceed with for the next contract term.

Fiscal Impact

The annual fiscal impact for cleaning services will be \$136,319.44 broken down into each department account.

Recommendation(s)

Staff recommends approval of American Janitorial Inc Contract for City Facility cleaning for a 3-year term with 2, 1 year optional renewals for \$136,319.44 annually.

Attachments

- ⌚ American Janitorial Inc Submittal
- ⌚ Reference Checks



RFP# 2024 – 06

City Facility Cleaning Services

Focused Customer Service
Quality Workmanship
Experienced Staff
Competitive Pricing
24 Hour Emergency Service



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June 17, 2024

Megan Wepfer
Public Works Director
City of Madeira Beach
300 Municipal Dr.
Madeira Beach, Florida 33708

Executive Summary
RFP# 2024 – 06: City Facility Cleaning Services

Dear Ms. Wepfer,

We are pleased to submit a proposal for janitorial services at the City of Madeira Beach locations. As you review our proposal, you will see that American Janitorial, Inc. (AJI) understands your specific challenges and our proposal provides you with a program tailored specifically for your needs. These key items separate AJI in the marketplace:

- **Experience with large scale, multi-location projects** – As the current janitorial contractor for multiple City and County government entities throughout Florida, including Volusia, Lake and Flagler Counties, as well as the Cities of Ormond Beach, North Palm Beach, Flagler Beach, Clermont, Dunedin and Palm Coast, AJI understands the unique challenges of providing daily services for multiple locations spread out over large geographic areas. Additionally, we provide custodial and related services to over 5.5 million sq ft of space daily throughout our portfolio, employing over 250 people.
- **Management** – The Contract Managers we assign to oversee your account are the most integral part of our program. These are salaried positions, which coordinate, direct, and control all of the custodial functions in their area of operation. The assigned Contract Managers will be available to Madeira Beach representatives 24 hours a day, 7 days a week.
- **Proximity** – Headquartered in Lake County, AJI has a strong presence throughout Florida, which places us in a unique position to be able to handle any issues that arise at the City of Madeira Beach promptly and efficiently.

Confirmation of Minimum Requirements

- ✓ AJI attended the mandatory pre-bid meeting held on June 5, 2024.
- ✓ AJI is a local cleaning company that has serviced Florida businesses and governments for over 36 years. AJI was founded in 1987 as a "one stop shop" commercial and industrial janitorial service and supply company. Under our current structure as American Janitorial, Inc., we are a Florida Corporation incorporated on July 11, 2012. Our officers are Jordan Daily (President), Stephanie Dailey (CFO) and Jason Lay (CEO). Our home office is located in the City of Umatilla, allowing us a central base in which to service a large geographical area throughout Florida. On pages 6-7 you will find a copy of our Sunbiz profile.
- ✓ We have serviced hundreds of local businesses and government organizations over the years and stand by our reputation as the best cleaning value available. At present, our company provides daily services for over 5,500,000 square feet of across Florida. We have experience providing daytime and evening janitorial services to large customers with multiple locations 5-7 days per week. On pages 11-12 you will find a list our current government clients.
- ✓ We have prepared this response in accordance with the requirements provided by the City in the RFP and have addressed each requirement on the following pages.

Our fundamental values of honesty, trust, integrity, respect, and quality drive our philosophy of cleaning at AJI; to deliver the best possible service to our customers each and every day. Our basic principles for achieving this goal are:

- Develop transparent relationships with employees, suppliers and customers
- Create a positive economic outcome for both our employees and our customers
- Seek to steadily improve our quality control system, CleanCheck [™]
- Develop meaningful community interaction
- Protect and preserve the environment at all times
- Maintain our competitive edge

We verify that all terms and conditions set forth by the City are understood and acknowledged by the undersigned. As CEO of AJI, I am legally authorized to bind the corporation through signature.

We look forward to developing an excellent working relationship with this contract and we are committed to giving you the highest possible quality for the fairest possible price.

If you have any questions regarding this response, please contact me anytime at 352-910-0880 or by email at jason.lay@ajiclean.com.

Sincerely,



Jason Lay
CEO



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
AMERICAN JANITORIAL, INC.

Filing Information

Document Number	P12000061074
FEI/EIN Number	46-0557106
Date Filed	07/11/2012
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	01/21/2016
Event Effective Date	NONE

Principal Address

87 N. Central Ave.
UMATILLA, FL 32784

Changed: 01/13/2015

Mailing Address

PO BOX 2534
UMATILLA, FL 32784

Registered Agent Name & Address

DAILEY, STEPHANIE N
87 N. Central Ave.
UMATILLA, FL 32784

Address Changed: 01/13/2015

Officer/Director Detail

Name & Address

Title P

DAILEY, JORDAN
PO BOX 2534
UMATILLA, FL 32784

Title VP

DAILEY, STEPHANIE N
PO BOX 2534
UMATILLA, FL 32784

Title CEO

Lay, Jason
PO BOX 2534
UMATILLA, FL 32784

Annual Reports

Report Year	Filed Date
2022	01/30/2022
2023	01/18/2023
2024	01/03/2024

Document Images

01/03/2024 -- ANNUAL REPORT	View image in PDF format
01/18/2023 -- ANNUAL REPORT	View image in PDF format
12/05/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/30/2022 -- ANNUAL REPORT	View image in PDF format
03/03/2021 -- ANNUAL REPORT	View image in PDF format
02/18/2020 -- ANNUAL REPORT	View image in PDF format
04/22/2019 -- ANNUAL REPORT	View image in PDF format
03/12/2018 -- ANNUAL REPORT	View image in PDF format
01/25/2017 -- ANNUAL REPORT	View image in PDF format
03/03/2016 -- ANNUAL REPORT	View image in PDF format
01/21/2016 -- Amendment	View image in PDF format
01/13/2015 -- ANNUAL REPORT	View image in PDF format
01/16/2014 -- ANNUAL REPORT	View image in PDF format
03/26/2013 -- ANNUAL REPORT	View image in PDF format
07/11/2012 -- Domestic Profit	View image in PDF format

STATEMENT OF QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets or attachments, as necessary.

1. Name of Contractor: American Janitorial, Inc.
2. Name of Business (if different than #1): N/A
3. Form of Entity: Florida Corporation
4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.):
87 North Central Ave, Umatilla, FL 32784
5. Date Organized: 7/12/2011
6. Where Organized: Florida
7. How many years have you been engaged in Cleaning Services under your present name; also, state names and dates of previous business names, if any. 13 years (American Janitorial, Inc.)
ABC Clean-All (1987-2011) 24 years 37 total years experience
8. In the last five years, has "Contractor" ever been terminated from a contract or project? If so, explain situation.:
No
9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: No
10. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: See pages 11-12
11. List your key personnel available for this contract.: See pages 41-44

The City of Madeira Beach reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

Authorized Signature

6/14/2024

Date Signed

NOTARY

State of: Florida

County of: Lake

Sworn to and subscribed before me this 14th day of June, 2024.

Personally Known X or Produced Identification _____
(Specify Type of Identification)

Signature of Notary 

My Commission Expires: 9/19/2026

City of Madeira Beach

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HEATHER L. CASAVANT
Notary Public
State of Florida
Comm# HH313808
Expires 9/19/2026

REFERENCES

Please include the below information for all **five (5)** references as required.

1. Contact Name Don Glessner
 Business Name Lake County Board of County Commissioners
 Business Address 550 West Main Street, Tavares, FL 32778
 Contact Phone 352-253-4973
 Contact Email dglessner@lakecountyfl.gov
 Start Date 10/1/2011 Term of contract 3/31/2027 Contract amount \$864,000/yr

Contract Description Complete janitorial service for all of Lake County's facilities in the downtown Tavares area including the Lake County Judicial Center, the Lake County Administration Building, the Historic Courthouse, the Property Appraiser / Tax Collector building and the Public Defender offices. Includes high-traffic, high-usage public building such as the public libraries, ommunity centers, fairground buildings and various warehouse and office space.

2.Contact Name Stefan Sibley
 Business Name City of Ormond Beach
 Business Address 399 North US 1, Ormond Beach, FL 32174
 Contact Phone 386-795-0825
 Contact Email stefan.sibley@ormondbeach.org
 Start Date 3/1/2015 Term of contract 2/28/2028 Contract amount \$288,000/year

Contract Description
 Janitorial and floor care services to 37 locations for the City of Ormond Beach. Our contracted services include cleaning the City Hall, Police Department, Public Works and park facilities. We provide carpet cleaning, floor stripping and waxing, hard surface floor buffing and ceramic tile steam cleaning.

3.Contact Name Tanya Hart
 Business Name City of Dunedin
 Business Address 737 Loudon Ave, Dunedin, FL 34698
 Contact Phone 727-298-3232
 Contact Email thart@dunedinfl.net
 Start Date 10/1/2021 Term of contract 9/30/2026 Contract amount \$738,500/year

Contract Description Daily janitorial services to 36 locations for the City of Dunedin. Our services include: evening janitorial cleaning of office areas, fire stations, community centers, libraries, parks and public works totaling over 200,000 total square feet. Additionally, we provide semi-annual carpet cleaning, tile stripping and waxing, and ceramic tile steam cleaning.

City of Madeira Beach

RFP 2024-06

4. Contact Name Missy Nevitt

Business Name Pinellas Suncoast Transit Authority (PSTA)

Business Address 3201 Scherer Dr N., St. Petersburg, FL 33716

Contact Phone 727-540-1883

Contact Email MNevitt@psta.net

Start Date 10/1/2015 Term of contract 9/30/2025 Contract amount \$654,500/year

Contract Description This project consists of cleaning over 5,500 bus stops and bus shelters. We provide trash pickup, pressure washing, graffiti removal, weed eating, tree trimming, and lawn mowing within 20 ft of the shelter.

5. Contact Name Ashley Brookman

Business Name Volusia County Board of County Commissioners

Business Address 123 W. Indiana Ave, DeLand, FL 32720

Contact Phone 386-547-2737

Contact Email abrookman@volusia.org

Start Date 3/1/2019 Term of contract 2/28/2029 Contract amount \$1,392,000/year

Contract Description Daily janitorial and day porter services to 80 separate locations for Volusia County, totaling over 1,000,000 square feet. Our services are contracted for high-traffic, high-usage public buildings such as the Volusia County courthouse complex, public libraries, community center buildings, and various warehouse and office spaces. This project also includes several high security law enforcement facilities

COMPLIANCE WITH ALL APPLICABLE LAWS

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

American Janitorial, Inc. will comply with all applicable local, state, and federal laws and codes.

PUBLIC ENTITY EXPERIENCE

AJI provides comprehensive cleaning and specialty floor care services for over 500 facilities throughout the State of Florida, totaling over 5.5 million square feet serviced each day. Below you will find a list of State & Local Government clientele.



Lake County Government

550 West Main Street

Tavares, FL 32778

Annual Contract Billing: \$864,000.00

CONTRACT TERM: Start: October 1, 2011

End: March 31, 2027



Pinellas Suncoast Transit Authority

3201 Scherer Drive N.

St. Petersburg, FL 33716

Annual Contract Billing: \$654,500.00

CONTRACT TERM: Start: October 1, 2015

End: September 30, 2025



City of Ormond Beach

399 North US 1

Ormond Beach, FL 32174

Annual Contract Billing: \$288,000.00

CONTRACT TERM: Start: March 1, 2015

End: February 28, 2028



City of Clermont

685 West Montrose St

Clermont, FL 34711

Annual Contract Billing: \$240,000.00

CONTRACT TERM: Start: October 1, 2016

End: March 31, 2023



City of Dunedin

750 Milwaukee Ave

Dunedin, Florida 34698

Annual Contract Billing: \$732,000.00

CONTRACT TERM: Start: October 1, 2021

End: September 30, 2026



City of Palm Coast

1 Wellfield Grade

Palm Coast, FL 32137

Annual Contract Billing: \$327,000.00

CONTRACT TERM: Start: October 1, 2018

End: September 30, 2026



City of Flagler Beach

105 S. 2nd Street

Flagler Beach, FL 32136

Annual Contract Billing: \$48,000.00

CONTRACT TERM: Start: July 1, 2023

End: June 30, 2026



Volusia County Government

123 W. Indiana Ave

Deland, FL 32720

Annual Contract Billing: \$1,392,000.00

CONTRACT TERM: Start: March 1, 2019

End: February 28, 2024



Flagler County Government

1769 Easy Moody Blvd

Bunnell, FL 32110

Annual Contract Billing: \$540,000.00

CONTRACT TERM: Start: April 1, 2018

End: March 31, 2024



SECO Energy

293 South US Hwy 301

Sumterville, FL 33585

Annual Contract Billing: \$267,000.00

CONTRACT TERM: Start: July 1, 2019

End: June 30, 2025



Village of North Palm Beach

645 Prosperity Farms Road

North Palm Beach, FL 33408

Annual Contract Billing: \$235,000.00

CONTRACT TERM: Start: January 1, 2024

End: December 31, 2026



City of Gainesville RTS

200 East University Avenue, Room 339

Gainesville, Florida 32601

Annual Contract Billing: \$248,000.00

CONTRACT TERM: Start: October 1, 2017

End: September 30, 2027



City of Ocala

110 SE Watula Avenue

City Hall, Third Floor

Ocala, Florida 34471

Annual Contract Billing: \$15,000.00

CONTRACT TERM: Start: February 1, 2024

End: January 31, 2027

PROPOSALS FORM



Name of "CONTRACTOR" Submitting Proposals American Janitorial, Inc

Name of Person Submitting Proposals Ryan Strem

Primary Contact Phone Number: 352-932-9456

Primary Contact Email Address: ryan.strem@ajiclean.com

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments here to attached. The "CONTRACTOR" proposes and agrees, if this submission is accepted, to contract with the "CITY" of Madeira Beach to furnish all necessary materials, equipment, labor, and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The "CONTRACTOR" agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
<u>1</u>	<u>5/32/2024</u>
<u>2</u>	<u>6/11/2024</u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

City of Madeira Beach

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- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at the Site.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, 19 progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. The Bidder has given Owner and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

Signature

Jason Lay, CEO

Date

6/14/2024

RFP Number 2024-02 Check if exception(s) or deviation(s) to specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

“CONTRACTOR” PROFILE

American Janitorial, Inc.

Submitted by (Company Name)

Circle one of the following:

Corporation

Partnership

Individual

Joint Venture

Other Describe: N/A Florida

Contractor License Number: P12000061074

Expiration Date: 12/31/2024 Unique Entity ID: N/A FEIN: 46-0557106

Office Location: 87 North Central Ave, Umatilla, FL 32784

Number of people in your organization: 250

Length of time the Contractor has been doing business under this name in Florida: 36 years.

Length of time your firm has provided services to governmental clients: 36 years.

Under what other name(s) has your firm operated: ABC Clean-All (1987 - 2011)

Has or is your firm currently involved in any formal court or legal proceedings regarding any of your contracts?

YES

NO

If yes, Include a detailed explanation. N/A

HOLD HARMLESS AGREEMENT

The Contractor agrees to hold the City of Madeira Beach harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the Contractor.

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the "CITY" representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

American Janitorial, Inc.

Contractor/ "CONTRACTOR"- Printed Name

Signature

Jason Lay, CEO

Name

6/14/2024

Date

Project

RFP# 2024 – 06: City Facility Cleaning Services

The effective date of this Hold Harmless Agreement shall be the duration of this contract.

City of Madeira Beach

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SWORN STATEMENT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES FORM

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

1. This sworn statement is submitted to the "CITY" of Madeira Beach
 By Jason Lay, CEO
 (Print individual's name and title)
 for American Janitorial, Inc.
 (Print name of entity submitting sworn statement)
 whose business address is 87 North Central Ave, Umatilla, FL 32784 and (if applicable) its Federal Employer Identification Number (FEIN) is 46-0557106 .
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989. However,

City of Madeira Beach

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there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "CONTRACTOR" list.
(Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Authorized Signature

6/15/2024

Date Signed

State of: Florida

County of: Lake

Sworn to and subscribed before me this 14th day of June, 2024

Personally Known X or Produced Identification _____

(Specify Type of Identification)



Signature of Notary

My Commission Expires 9/19/2026

(seal)



HEATHER L. CASAVANT
Notary Public
State of Florida
Comm# HH313808
Expires 9/19/2026

The effective date of this form shall be the duration of this contract.

City of Madeira Beach

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IMMIGRATION AFFIDAVIT CERTIFICATION

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Consultants/Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant/Bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant/Bidder's proposal as nonresponsive.

The City of Madeira Beach will not intentionally award City contracts to any Consultant who knowingly employs unauthorized workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA"). The City of Madeira Beach may consider the employment by any Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A(e) of the INA shall be grounds for unilateral termination of the contract by the City of Madeira Beach.

Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Consultant/Bidder's proposal.

Company Name: American Janitorial, Inc.
 Print Name: Jason Lay Title: CEO
 Signature: [Signature] Date: _____
 State of: Florida
 County of: Lake
 Sworn to and subscribed before me this 14th day of June, 2024.

Personally Known X or Produced Identification _____
 (Specify Type of Identification)

[Signature]

Signature of Notary
 My Commission Expires 9/19/2026

(seal)



HEATHER L. CASAVANT
 Notary Public
 State of Florida
 Comm# HH313808
 Expires 9/19/2026

The signee of this affidavit guarantees, as evidenced by the affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. This document must be completed and returned with your submission.

The effective date of this Agreement shall be the duration of this contract.

City of Madeira Beach

RFP 2024-06

BID TABULATION FORM

	APPROX TOTAL (SF)	APPROX CARPETED (SF)	APPROX NON- CARPETED (SF)	OCCUPANCY / NOTES	CLEANING SCHEDULE	ANNUAL TOTAL
CITY HALL	11263	4566	6697		Inside Monday - Friday Gym & Locker Room Everyday	\$35,709.73
BUILDING DEPT	4700	4000	700	Downstair city hall	Monday - Friday	\$14,100.21
SATELLIE OFFICE	600		600	In Progress will add to billing once CO is issued	Future Monday - Friday	\$1,829.40
REC CENTER	5406	297	5109		Inside Monday - Friday Concession & Exterior restrooms Everyday	\$20,802.14
FIRE STATION	112		112	SHOWERS ONLY	1 time a week	\$1,978.20
MARINA	525		525	RESTROOM/LAUNDRY ONLY	Everyday	\$7,230.48
CAUSWAY PARK	200		200	RESTROOM ONLY	Everyday	\$6,570.08
ARCHIBALD PARK	336		336	RESTROOM ONLY	October - February (5 months) 1 time a day March - September (7 months) 2 times a day	\$12,024.80
NEW ARCHIBALD RESTROOM	630		630	RESTROOM ONLY (will change when CO is issued after completion)	October - February (5 months) 1 time a day March - September (7 months) 2 times a day	\$12,024.80
TOM AND KITTY STUART PARK	103		103	RESTROOM ONLY	October - February (5 months) 1 time a day March - September (7 months) 2 times a day	\$12,024.80
JOHNS PASS VILLAGE	384		384	RESTROOM ONLY	October - February (5 months) 1 time a day March - September (7 months) 2 times a day	\$12,024.80
JOHNS PASS PARK	504		504	RESTROOM ONLY	October - February (5 months) 1 time a day March - September (7 months) 2 times a day	\$12,024.80
POTENTIAL County Park Restrooms	382		382	POTENTIAL RESTROOMS ONLY (Only added if the City takes over maintenance)	October - February (5 months) 1 time a day March - September (7 months) 2 times a day	\$12,024.80
TOTAL						\$160,369.04

PROPOSED TOTAL BASE CONTRACT PRICE (Amount Written in numbers) \$ 481,107.12

EMERGENCY/ OUT OF SERVICES HOURLY RATE: \$30.00

SPECIAL EVENTS HOURLY RATE: \$28.00

Signature: _____

Printed Name: Jason Lay, CEO Date: 6/14/2024

State of Florida

Department of State

I certify from the records of this office that AMERICAN JANITORIAL, INC. is a corporation organized under the laws of the State of Florida, filed on July 11, 2012.


The document number of this corporation is P12000061074.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 3, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of January, 2024*




Secretary of State

Tracking Number: 5996381078CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



CERTIFICATE OF LIABILITY INSURANCE

DATE 5/ Item 8A.

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 have **ADDITIONAL INSURED** provisions or 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 Merrill Insurance Group, Inc. 1520 S Bay Street Eustis FL 32726-5555	CONTACT NAME: Rosa Grant PHONE (A/C, No, Ext): 352-589-5200 E-MAIL ADDRESS: rosa@merrillinsurance.com FAX (A/C, No): 352-589-5222												
INSURED American Janitorial Inc. 85 N Central Avenue Umatilla FL 32784	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Southern-Owners Insurance Co</td><td>NAIC # 10190</td></tr><tr><td>INSURER B: Associated Industries Insurance Company, Inc.</td><td>23140</td></tr><tr><td>INSURER C: Auto-Owners Insurance</td><td>18988</td></tr><tr><td>INSURER D: Starstone Specialty Insurance Company</td><td>25496</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Southern-Owners Insurance Co	NAIC # 10190	INSURER B: Associated Industries Insurance Company, Inc.	23140	INSURER C: Auto-Owners Insurance	18988	INSURER D: Starstone Specialty Insurance Company	25496	INSURER E:		INSURER F:	
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INSURER C: Auto-Owners Insurance	18988												
INSURER D: Starstone Specialty Insurance Company	25496												
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** 581518969 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	72187929	8/9/2023	8/9/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CSX00045361P-01	8/9/2023	8/9/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	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 <input checked="" type="checkbox"/> N	Y	AWC1205117	3/21/2024	3/21/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A	Crime Inland Marine			72255078 72190194	2/1/2024 9/7/2023	2/1/2025 9/7/2024	Limit Scheduled Equipment \$100,000 See schedule/descr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER. SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

CERTIFICATE HOLDER SAMPLE Evidence of Coverage	CANCELLATION 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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/ 05/29/2024
Item 8A.

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	John Smith Insurance Agency State Farm Insurance Companies 18838 US Highway 441 Mount Dora, FL 32757	CONTACT NAME: Ashley Hamrick PHONE (A/C, No, Ext): 352-357-1221 E-MAIL: ashley.hamrick.qnuw@statefarm.com ADDRESS: 352-327-3803	FAX (A/C, No): 352-327-3803
INSURED	American Janitorial PO Box 2534 Umatilla, FL 32784-2534	INSURER(S) AFFORDING COVERAGE INSURER A :State Farm Mutual Automobile Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 25178	

COVERAGES

CERTIFICATE NUMBER:

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 SUBR /NSD /WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	More Help
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: More Help					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS More Help		J39 2359-E13-59	05/13/2024	11/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$	
	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 <input type="checkbox"/> N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SAMPLE - EVIDENCE OF COVERAGE

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

Ashley Hamrick

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**CONTRACT BETWEEN
THE CITY OF MADEIRA BEACH**

AND American Janitorial, Inc

**PERTAINING TO
CITY FACILITY CLEANING SERVICE
RFP 2024 – 06**

This CONTRACT is made and entered into on the _____ day of _____, 20_____
 (“**Effective Date**”), by and between the City of Madeira Beach, municipal corporation organized
 and existing under the Laws of Florida whose address is: City of Madeira Beach, 300 Municipal
 Drive, Madeira Beach, Florida, 33708 (“**CITY**”), and American Janitorial, Inc.,
 FEIN 46-0557106, a corporation authorized to conduct
 business in the State of Florida, whose business address is
87 North Central Ave, Umatilla, FL 32784
 (“**CONTRACTOR**”), collectively (the “**PARTIES**”) who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive bid for **CITY FACILITY
CLEANING SERVICES RFP 2024-06** as set forth in the attached CONTRACT Documents; and

WHEREAS, the City staff have reviewed all bids submitted pursuant to RFP 2024-06, and has
 determined that CONTRACTOR has submitted the lowest responsive, responsible bid and has
 recommended awarding the work to CONTRACTOR; and

WHEREAS, the City Commission of the City of Madeira Beach has determined that it is in the
 best interests of the City to secure needed Cleaning Services from CONTRACTOR based on its bid
 submitted pursuant to **RFP 2024-06.**; and

NOW THEREFORE, in consideration of the covenants, promises, and representations contained herein, the
 Parties hereto agree as follows:

SECTION 1. SCOPE OF WORK.

CONTRACTOR agrees to perform the services and provide the related materials set forth in the Scope of Work/Services set forth in RFP 2024-06 (which is incorporated herein by reference) for the rates set forth in its responsive bid.

SECTION 2. TERM.

This contract will be effective on the date set forth above and shall continue in force for three (3) years. If, in the City Manager's sole discretion, the CITY elects to extend this contract for an additional one year, the CITY will inform CONTRACTOR in writing of that decision by no later than 30 days prior to the contract's expiration date. The City Manager may, in his/her sole discretion, extend the contract for up to two additional years using the same process. If, during the extension notice period, CONTRACTOR desires to request an increase in any of the prices, rates or charges contained in its bid, it may submit such request, along with substantiating justification, to the City's Public Works Director for evaluation. The City Manager may approve any such increase by amendment, as provided for in Section 24-xvi of this contract, except that any such increase which would require a budget amendment must be approved by the Commission.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR include, but are not limited to, the following:

a. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and will not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, will preclude any and all claims or demands for any payment expected by virtue of this Contract.

b. The CONTRACTOR will ensure that all of its employees, agents, sub- contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions in this CONTRACT, when providing services for the CITY in accordance with this CONTRACT.

c. The CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Work.

d. The CONTRACTOR must maintain an adequate and competent staff and remain

City of Madeira Beach

RFP 2024-06

authorized to do business within the State of Florida.

SECTION 4. STANDARD OF CARE.

a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY'S stated Scope of Work and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, representatives, volunteers, and the like, will be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

a. CONTRACTOR shall be paid pursuant to the schedule of fees for services as set forth in Exhibit "A", which is attached hereto and incorporated herein. CONTRACTOR shall submit invoices for the prior month's services provided to Public Works, on or after the 10th day of the month after which services were provided. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, and Florida's Prompt Payment Act.

b. Service to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Work/Work listed in this CONTRACT.

c. Pursuant to Florida Statutes § 218.73, CONTRACTOR'S invoices must be submitted to, Public Works Director for review and processing.

SECTION 6. TERMINATION AND FORCE MAJEURE

a. This Agreement may be terminated by either Party for any or no reason by providing the other at least thirty (30) days written notice of intent to terminate.

b. Force Majeure. Neither Party to this CONTRACT will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots,

national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the CONTRACT, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

a. In the event of termination of this Contract by the CITY, and not due to the fault of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.

b. In the event of termination of this CONTRACT due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY.

SECTION 8. CITY OBLIGATIONS.

At the CONTRACTOR'S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 9. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth in this CONTRACT.

SECTION 10. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

SECTION 11. SCHEDULE.

The CONTRACTOR agrees to commence work under this CONTRACT on date set forth in the CONTRACT issued by the CITY, to comply with all time schedules, and to respond to emergency calls within one (1) hour as described in the proposal.

SECTION 12. INDEPENDENT CONTRACTOR.

This CONTRACT does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR'S activities and responsibilities under this Contract.

SECTION 13. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR files a petition in bankruptcy, or if the CONTRACTOR is adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR'S operations, the CITY may terminate this CONTRACT immediately notwithstanding the notice requirements of Section 22 to this Contract.

SECTION 14. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For the breach or violation of this Paragraph, the CITY has the right to terminate this CONTRACT immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

- a. In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this CONTRACT is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-

Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

- b. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, CONTRACTOR shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CONTRACTOR’S contract with the CITY cannot be renewed unless, at the time of renewal, CONTRACTOR certifies in writing to the CITY that it has registered with and uses the E-Verify system. If CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. If CONTRACTOR develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) CONTRACTOR shall terminate the contract with the subcontractor. If the CITY develops a good faith belief that CONTRACTOR has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) CITY shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

SECTION 16. EQUAL OPPORTUNITY EMPLOYER.

CONTRACTOR agrees that when performing under this contract, it and its agents and subcontractors shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status.

SECTION 17. INSURANCE.

In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the City as provided for herein, vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain), throughout the term of this Agreement and for a one year period thereafter, the following forms of insurance which could be used to satisfy said obligations or liabilities, naming the City as an additional insured:

- a. Commercial General Liability Insurance coverage on an occurrence policy form, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. Commercial Automobile Liability Insurance coverage on an occurrence policy form for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit each accident. Coverage must include bodily injury and property damage.
- c. Statutory Workers' Compensation Insurance coverage in accordance with the laws of the State of Florida. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage when applicable. Should vendor have "leased" employees, vendor or the Employee Leasing Agency shall provide evidence of Workers' Compensation coverage, which meets the statutory requirements of the State of Florida, for all personnel on the Town's properties.
- d. Employer's Liability Insurance in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida.
- e. If vendor is using its own property or equipment in connection with the performance of its obligations under this Agreement, then Property Insurance on an "All Risks" basis with

replacement cost coverage for property and equipment in the care, custody and control of others is recommended.

The City has no duty or obligation to insure, replace, or protect vendor's equipment, furnishings, or other personal property or improvements provided by or paid for by vendor, and all risk of loss and insurance against such risks shall be the sole responsibility of vendor.

Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review vendor's deductible or self-insured retention and to require that it be modified so as to ensure the City's right to indemnification and ability of vendor to satisfy judgments or claims is sufficient. Policy limits may be achieved by a combination of primary and umbrella/excess liability policies. Provider shall provide proof of this insurance and additional insured certificates to the City's Clerk upon request.

SECTION 18. INDEMNIFICATION, PRESERVATION OF IMMUNITY.

Each party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional or negligent act or omission of the indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the Town of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Town expressly reserves these rights to the full extent allowed by law.

SECTION 19. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this

CONTRACT to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this CONTRACT will inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 20. PUBLIC RECORDS.

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records under Florida law may include, but are not limited to: records related to the entry, management and implementation of this CONTRACT; emails/correspondence between the CITY and the CONTRACTOR related to this CONTRACT; emails or correspondence from all other entities related to this CONTRACT (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the CONTRACT;
- b. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;
- c. Ensure that the public records are exempt or confidential, and exempt from public disclosure requirements, are not disclosed, except as authorized by law; and
- d. Meet all requirements for public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the CONTRACT and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that the CONTRACTOR receives and a copy of the CONTRACTOR'S response to each request.

The CONTRACTOR understands and agrees that failure to provide access to the public records is a material breach of this CONTRACT and grounds for termination.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 391-9951 ext. 231, cvanblargan@madeirabeachfl.gov, and City Hall, 300 Municipal Dr., Madeira Beach, FL, 33708.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF MADEIRA BEACH CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF MADEIRA BEACH OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT.

SECTION 21. AUDITING, RECORDS, AND INSPECTIONS.

In the performance of this CONTRACT, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the CONTRACT, in compliance with generally accepted accounting procedures. Throughout the term of this CONTRACT, books, records, and accounts related to the performance of this CONTRACT must be open to inspection during regular business hours by an authorized representative of the CITY, and must be retained by the CONTRACTOR for a period of three years after termination or completion of the CONTRACT, or until the full CITY audit is complete, whichever comes first. The CITY retains the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this CONTRACT are subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this CONTRACT to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this CONTRACT based upon its findings in this audit without regard to the termination provision set forth in this CONTRACT.

SECTION 22. NOTICE.

All notices required to be given to the CITY or CONTRACTOR under this CONTRACT must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY must be made to the CITY at:

City of Madeira Beach
 Attention: Megan Wepfer, Public Works Director,
 300 Municipal Drive
 Madeira Beach, Florida 33708
 Phone: (727) 543-8154
mwepfer@madeirabeachfl.gov

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR in this CONTRACT must be sent to CONTRACTOR at:

Company:	<u>American Janitorial, Inc.</u>
Attention:	<u>Ryan Strem, CSO</u>
Address:	<u>87 North Central Ave, Umatilla, FL 32784</u>
Phone:	<u>352-932-9456</u>
Fax:	<u>352-669-1408</u>
Email:	<u>ryan.strem@ajiclean.com</u>

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

SECTION 23. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.

The following documents are hereby incorporated and made part of this Contract:

City of Madeira Beach

RFP 2024-06

1. Request for Proposals 2024-06 including addenda

2. Bid documents submitted by CONTRACTOR as part of their solicitation response.

In the event that any term of the RFP or the CONTRACTOR'S bid is inconsistent with this contract or with each other, then the following order of precedence shall apply:

- This contract document shall prevail over any conflicting provisions in the RFP or bid
- The CITY'S RFP shall prevail over any conflicting provisions in the bid

SECTION 24, MISCELLANEOUS.

i. The laws of the State of Florida govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue will lie in Pinellas County, Florida. **THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM, ARISING OUT OF THIS CONTRACT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES.**

ii. CONTRACTOR has been made aware Section 287.133 and 135, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with these laws in all respects prior to and will comply with them in all respects during the term of this CONTRACT.

iii. This CONTRACT is only assignable by the CONTRACTOR upon the express written consent of the CITY.

iv. This CONTRACT is binding upon and inures to the benefit of the Parties, their heirs, personal representatives, successors, and assigns.

v. Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this CONTRACT, or to exercise any right or option contained in this CONTRACT will not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but the same will remain in full force and effect.

vi. In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this CONTRACT, it is specifically agreed and understood by the Parties that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained in this CONTRACT, whether printed or written, will in no way modify the covenants, terms, and provisions of this CONTRACT and will have no force or effect on this CONTRACT.

vii. The covenants, terms, and provisions of this CONTRACT may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this CONTRACT and any written Amendment(s) hereto, the provisions of

City of Madeira Beach

RFP 2024-06

the latest executed instrument will take precedence.

viii. All clauses found in this CONTRACT will act independently of each other. If a clause is found to be illegal or unenforceable, it will have no effect on any other provision of this CONTRACT. It is understood by the Parties that if any part, term, or provision of this CONTRACT is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the CONTRACT did not contain the particular part, term, or provision held to be invalid.

ix. All headings of the sections, exhibits, and attachments contained in this CONTRACT are for the purpose of convenience only and must not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

x. The Parties represent and warrant that they have entered into this CONTRACT relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this CONTRACT without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this CONTRACT. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this CONTRACT's contents and this CONTRACT will be construed as resulting from joint negotiation and authorship. No part of this CONTRACT will be construed as the product of any one of the Parties. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this CONTRACT has been made to an adverse party and that the terms of this CONTRACT are contractual and not a mere recital. This CONTRACT will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this CONTRACT will be construed more strictly against any Party.

xi. All words used in this CONTRACT in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term 'including' is not limiting.

xii. Each of the Parties covenants to the other party to this CONTRACT that it has lawful authority to enter into this CONTRACT, that the governing or managing body of each of the Parties has approved this CONTRACT, and that the governing or managing body of each of the Parties has authorized the execution of this CONTRACT in the manner set forth below.

xiii. This CONTRACT must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written.

- xiv. No Third-party Beneficiary - This CONTRACT is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit.
- xv. Attorney Fees – in any action brought between the Parties to enforce or construe the terms of this CONTRACT, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or appeal(s)
- xvi. Amendments - This contract may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date and year first above written.

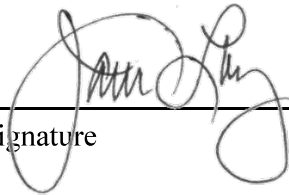
As To
CONTRACTOR

American Janitorial, Inc.

(name of corporation or business)

BY: CEO

(title of authorized corporate officer or individual)


Signature

Jason Lay

Printed Name

As To
CITY OF MADEIRA BEACH

ATTEST | City Clerk:

Mayor:

Signature

Signature

PROPOSED STAFFING

This preliminary staffing plan is based on our inspection of the facilities and our experience servicing multiple, similar locations for County and City government clients; it is not uncommon for staffing levels to be modified after award and on-the-job experience.

Location	Notes	Days/wk	Hours/day	Number of Cleaners
City Hall	Inside	Mon-Fri	3.22	2
Building Dept		Mon-Fri	1.34	
Satellite Office		Mon-Fri	0.17	
Rec Center	Inside	Mon-Fri	1.54	
Fire Station RR	4 RR with Showers	Mon	2	
Rec Center	Concession and Ext RR	Sat-Sun	1	One route cleaner in the evening
City Hall	Gym and Locker rooms	Sun-Sat	1	
Marina	RR & Laundry	Sun-Sat	0.5	
Causeway Park	RR Only	Sun-Sat	0.5	
Archibald Park	Once per day Oct-Feb	Sun-Sat	0.5	
New Archibald RR	Once per day Oct-Feb	Sun-Sat	0.5	
Tom and Kitty Stuart Park	Once per day Oct-Feb	Sun-Sat	0.5	
Johns Pass Village	Once per day Oct-Feb	Sun-Sat	0.5	
Potential County Park	Once per day Oct-Feb	Sun-Sat	0.5	Additional route cleaner during the day
Archibald Park	Twice a day Mar-Sept	Sun-Sat	1	
New Archibald RR	Twice a day Mar-Sept	Sun-Sat	1	
Tom and Kitty Stuart Park	Twice a day Mar-Sept	Sun-Sat	1	
Johns Pass Village	Twice a day Mar-Sept	Sun-Sat	1	
Potential County Park	Twice a day Mar-Sept	Sun-Sat	1	

Staffing Demands

AJI will staff this project with a cross-trained team who is able to provide coverage on holidays and during seasonal peaks.

MANAGEMENT EXPERIENCE

AJI is a local cleaning company that has serviced Florida businesses and governments for over 36 years. AJI was founded in 1987 as a “one stop shop” commercial and industrial janitorial service and supply company. AJI was previously known as ABC Clean-All, a Florida Corporation formed on September 24, 1987 by Theo Tingle. In 2004, the company was purchased by Mr. Tingle’s grandson, our current President, Jordan Dailey and Stephanie Dailey, our current CFO & Vice President.

Under our current structure as American Janitorial, Inc., we are a Florida Corporation incorporated on July 11, 2012. Our officers are Jordan Daily (President), Stephanie Dailey (CFO) and Jason Lay (CEO). Our home office is located in the City of Umatilla, allowing us a central base in which to service a large geographical area throughout Florida.



In addition, as current contractor at over 250 separate locations throughout the state of Florida AJI is in a position to be able to handle any issues that arise at the City of Madeira locations promptly and efficiently. Because of our strong presence in your area, we have the ability to respond quickly to your needs and provide additional manpower to cover unexpected situations as they occur.

As stated previously, we have serviced hundreds of local businesses and government organizations over the years and stand by our reputation as the best cleaning value available. At present, our company provides cleaning services, including all floor care and day porter service, for over 5,500,000 square feet of office space across the State of Florida. All our clients are beyond satisfied with our services and, more importantly, they have come to trust and count on AJI as a dependable vendor. It is truly a winning arrangement for all involved. We will always go above and beyond to ensure customer satisfaction, even if it falls outside of the contract.

We don’t make excuses – if something isn’t right, we will be on-site quickly to fix it.

MANAGEMENT BIOGRAPHICAL OVERVIEW



Jordan Dailey

President

AJI's President joined the company in 2000 to assist in the development of the commercial janitorial operations. AJI has continued to grow under his leadership as he has demonstrated his ability to lead and adapt to ever-changing times and build upon AJI's legacy as one of the most popular janitorial service providers in the region. Part of this adaptation was the creation and implementation of a new quality assurance system that has drastically improved the overall performance level of the company's services. Mr. Dailey also expanded the service offerings that the company provides. This expansion has allowed the company to branch into new markets and add more services to a wider variety of customers, particularly in the governmental and medical fields.



Jason Lay

CEO

AJI's CEO joined AJI in 2022, after retiring from a successful, 28-year career as a Colonel in the United States Air Force and the Florida Air National Guard. His extensive experience as a senior military officer and commander, including multiple overseas combat deployments, makes him a trusted and valuable leader for the AJI Team. In addition, Mr. Lay brings a wealth of business experience and acumen from his time as President and CEO of his own construction and restoration company for 10 years. Mr. Lay earned his Bachelor of Science degree in mechanical engineering from the University of Portland in 1994, and he also earned a master's degree in Security Studies from Air University in 2016. As CEO, Mr. Lay is responsible for the business performance of the entire AJI organization, including Operations, Sales, Business Development, office management, accounting, support functions, and individual leadership development. In addition, he is responsible for establishing and implementing key business strategies and objectives that will maintain and secure AJI's future success.



Stephanie Dailey
Vice President & CFO

Ms. Daily joined AJI in 2001 and currently serves as our Vice President & Chief Financial Officer. In this role, Ms. Dailey is responsible for developing and implementing purchasing strategies to reduce costs, which allows AJI to stay competitive as well as maintaining strong supplier relationships to ensure our employees in the field have the proper equipment and materials necessary to do their jobs. Additionally, Ms. Daily is responsible for the overall administrative operation of janitorial service contracts and adherence to terms and conditions.



Ryan Strem
Chief Sales Officer

A recent addition to the AJI team, Ryan Strem has joined the company as CSO. Mr. Strem has over 20 years' experience in the Education and Administration field where he gained extensive knowledge of customer service and communication. He works closely with AJI customers to provide solutions to any issues that arise with the performance of their contracts. Additionally, he has developed a set of performance metrics that drive improved financial performance, customer service, and overall operational accountability. He is responsible for overseeing AJI's business development and ensuring complete customer satisfaction.



Thomas Donehoo
Chief Operations Officer

As the COO, Mr. Donehoo is responsible for customer service, operational oversight, and purchasing. A member of the AJI team since 2010, Mr. Donehoo specializes in client communication, program development and staff training, ensuring that AJI's service is consistently exceptional and specialized for each client. Mr. Donehoo is responsible for overseeing the operations of the janitorial contract and the management of all cleaning technicians assigned to the contract. He will perform inspections, maintain checklists and quality control procedures, and schedule all services.



Elizabeth Allender

Project Manager

Ms. Allender joined AJI in 2016 and has over 20 years of experience in the janitorial service industry. She began her career as a housekeeper for Hyatt Hotels and worked her way up to Front Office Manager before accepting a position with Sodexo as a General Manager. Ms. Allender is currently responsible for AJI's East Florida area janitorial projects and in her role as Project Manager, Ms. Allender is responsible for overseeing the operations of the janitorial contract and the management of all cleaning technicians assigned to the contract. She will perform inspections, maintain checklists and quality control procedures, and schedule all services. Ms. Allender is local and can be onsite to handle any issues on the City of Madeira Beach project within 90 minutes or less.

- Directly responsible for all operations, supplies, labor, and payroll.
- Manage the P&L requirement as outlined for the facility in meeting the projected financial forecasts, productivity and staffing plans and budget. Analyze and interpret financial data and weekly operating reports for trends impacting AJI. Initiate corrective action as needed.
- Take the lead in client communication regarding AJI programs and services as well as performance under the contract. Provide feedback to management as needed on unique client requirements and opportunities to expand the client relationship.
- Coach, motivate, train, develop and lead the AJI team. Maintain knowledge of human resource policies and practices, including the development of staffing plans, employee relations, training, safety, EEO, benefits administration and succession planning.
- Provide training to all employees on state-of-the-art equipment and doctrine in the janitorial service field.

Experience in position: Ms. Allender has over 20 years' experience in the janitorial service industry. She began her career as a housekeeper for Hyatt Hotels and worked her way up to Front Office Manager and ultimately to GM with Sodexo.

10/2016 - Present	Operations Manager	American Janitorial Inc.
08/2015 - 09/2016	Project Manager	USSI Janitorial Service
10/2015 - 07/2016	Project Manager	ABM Janitorial Services
02/2007 - 07/2014	District Manager	ABM Janitorial Services
08/2006 - 02/2007	General Manager	Sodexo



Maria Constantinou

Operations Manager

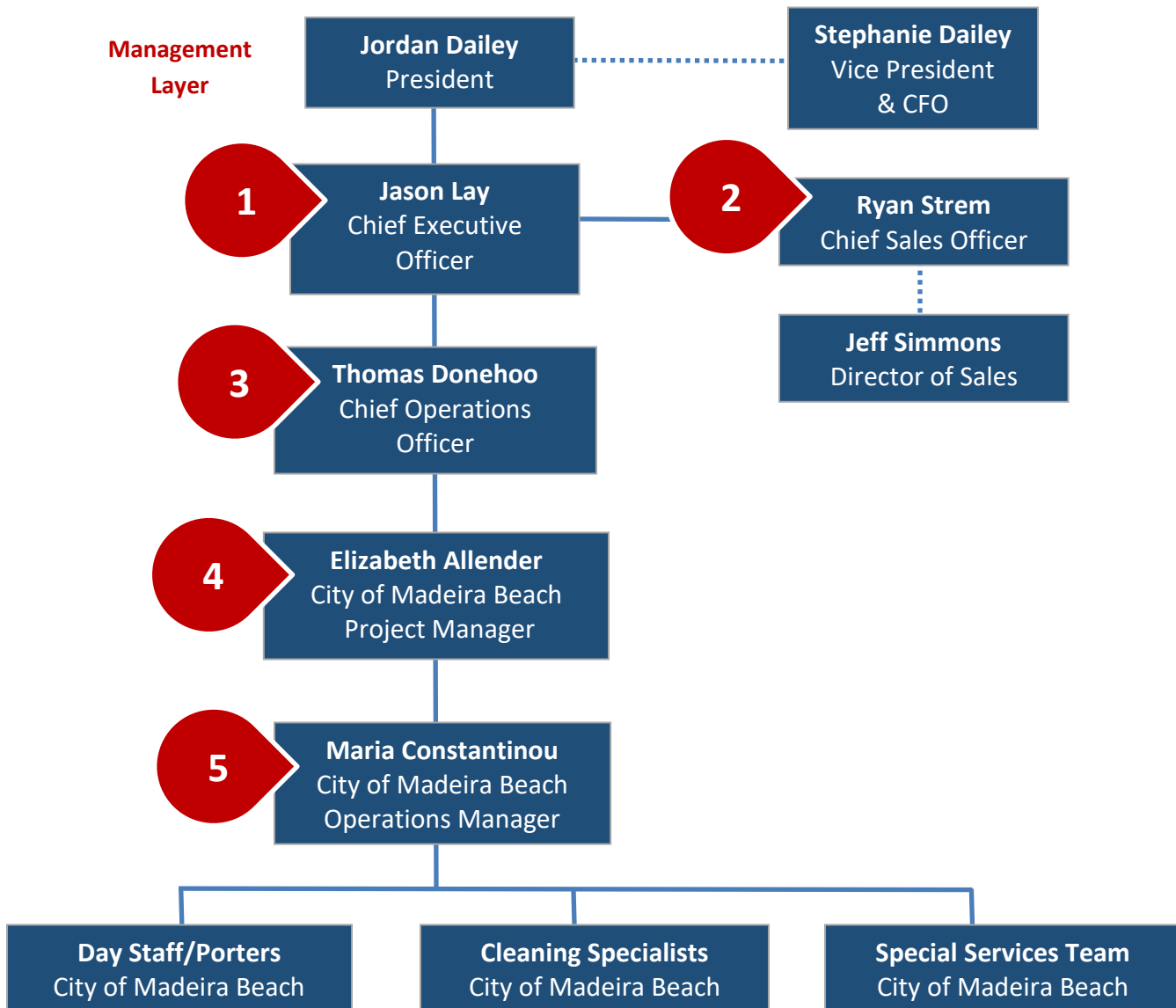
As Operations Manager, Ms. Constantinou will be responsible for the daily cleaning operations at the City of Madeira Beach locations, including supervision, inspections, and control of all custodial and related services associated within the janitorial contract. She has been a member of the AJI team since 2017, and currently oversees over 15 locations for various City and County government contracts. Ms. Constantinou is responsible for quality control inspections, enforcing proper cleaning procedures, managing personnel, and overseeing additional services. Ms. Constantinou is a full time Operations Manager and will immediately respond to any issue that may arise at the City of Madeira Beach locations.

- Properly allocates work responsibilities among cleaning staff. Counsels, coaches, and supervises all custodians
- Maintain knowledge of contract requirements and creation of schedules to maintain properly skilled staffing levels to satisfy those schedules.
- Approves vacation time, overtime and timecards.
- Trains custodians on work-related equipment.
- Issue reports and summaries as required
- Meet periodically with cleaners to review status of various elements of facility services and to institute corrective measures for any deficiencies found.
- Perform any additional duties on an "as required" basis where such duties are within the scope of contractual responsibilities
- Ensures all equipment in proper working condition including carts, steam cleaners, etc.

Experience in position:

- 7 years as Operations/Project Manager of multiple AJI accounts throughout Central Florida.

MANAGEMENT ORGANIZATIONAL STRUCTURE



PROJECT APPROACH

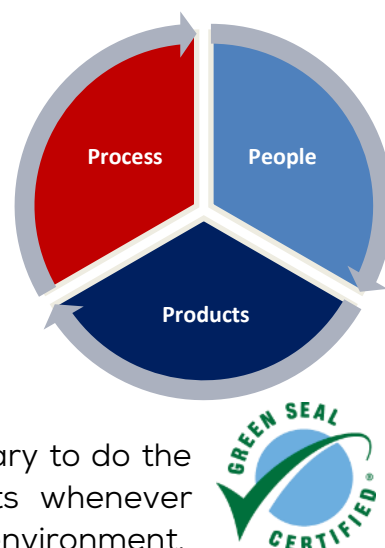
AJI's plan to provide janitorial services at the City of Madeira Beach locations is simple: take care of the City with professional, high-quality service, and ensure that all contract requirements are met or exceeded on a daily basis.

We believe that the secret to the company's success is through understanding our customer's needs and ensuring those needs are met on a consistent basis. AJI is dedicated to the continual development of stronger customer relations and consistent quality improvement. We do this by having a proven and tested cleaning system upon which our entire operations are based.

People: We are an organization that cares about our employees. As such, we take the time to ensure each and every one is properly trained to perform the work they are assigned, ensuring their safety and the safety of the building occupants in the facilities we service.

Products: In business for over 36 years, AJI understands what products and equipment are necessary to do the job correctly. We use **Green Seal** certified products whenever possible to maintain our commitment to preserving the environment.

Process: Our systematic cleaning process allows us to deliver service that results in a healthier environment, better customer relationships and lower costs than our competitors.



We have customized cleaning systems in place that will meet all of the needs of the City of Madeira Beach, and often exceed expectations. Implementation of this system involves:

- Customized daily checklist for all locations
- Cleaning request log and communications system on our APP
- Implementation of quality control system, **CleanCheck™**
- In-house training of all new employees
- Full-time Project Manager and Supervisor/Crew Leader
- Daily inspections and immediate support and response
- Detailed monthly inspections and reports
- Hot spot training and implementation

CLEANING SCHEDULE

Our cleaning approach is based on a team concept of highly trained technicians who are assigned to a specific duty throughout their assigned service area. Our technicians are:

- Executive Technician
- Restroom Technician
- Vacuum Technician

These three highly trained technicians work together to form an efficient team which is capable of providing the consistently high-quality service upon which our reputation was built.



EXECUTIVE TECHNICIAN:

The Executive Technician is our most versatile cleaning position. They are responsible for the emptying of all trash and recycling receptacles and the replacement of liners, as needed. They sanitize telephones and dust all appropriate horizontal and vertical surfaces up to 72".

In preparation for the Vacuum Technician, they pick up paper clips and various other items from the floor such as papers and writing utensils. They mop hard surface flooring in common areas and suites. They also spot clean various surfaces around the office: doors, glass, and walls. In addition, they are responsible for ensuring that the first-impression areas of your building are cleaned and maintained properly. They detail clean all interior glass walls and high visibility carpet areas. They polish all brass fixtures and maintain the cleanliness of the elevator tracks. They will also haul trash from various areas to on-site dumpsters and police the stairwells to remove all debris.



RESTROOM TECHNICIAN:

Primary responsibilities for our Restroom Technicians include restocking of all paper dispensers (toilet tissue, hand towels, etc.), emptying trash and replacing liners, cleaning and disinfecting all fixtures and mirrors, and wiping down stall partitions and doors. They are also responsible for scrubbing all flooring areas in each restroom. The primary function of the Restroom Technician is to disinfect and clean all surfaces while maintaining an odor free environment.



VACUUM TECHNICIAN:

The Vacuum Technician is responsible for the daily vacuuming of all traffic areas and spot vacuuming all other office areas. In addition, they vacuum office furniture to remove various small debris and spills. Depending on the size of the building, they may also help the Executive Technician with hard surface floor cleaning, such as mopping in kitchen areas and corridors.

DAY PORTERS:

AJI porters have experience working independently as well as proven customer service experience working with the general public. All AJI day porters will be proficient in the English language and be able to communicate with building representatives and visitors both orally and in writing. AJI day porters are trained to work independently, and be reliable, self-motivated, mature, and responsible. Duties include: service main lobbies, police & service restrooms, respond to complaints, perform special cleaning, setup rooms for meetings & conferences, post-meeting Cleanup and emergency cleaning.

CLEANING CHEMICALS

AJI employees will be thoroughly trained in all aspects of natural, safe, eco-friendly cleaning procedures. Below you will find a list of the cleaning products AJI will be using at your locations:



Clean by Peroxy

Spartan's Clean by Peroxy is a **Green Seal™ Certified** all-purpose cleaner that is formulated with the cleaning power of peroxide. One product does it all! Clean windows, mirrors, floors, walls, carpets, restrooms, kitchens, tile and grout without streaking. With Clean by Peroxy, AJI is able to minimize the number of products in our cleaning program; simplifying training and inventory management.

Damp Mop Floor Cleaner

Damp Mop is a no-rinse, fast drying floor cleaner concentrate that quickly and effortlessly removes dirt and other surface soils in heavily-trafficked areas and leaves no residue or haze to dull floor finish. With a pleasant lemon fragrance, Damp Mop is also biodegradable and phosphate-free.

Non-Acidic Disinfectant Bathroom Cleaner (NABC)

Formulated without acid, NABC cleans, disinfects, and deodorizes toilet bowls, urinals and other restroom surfaces. Safe to use on nearly any hard surface, NABC will not etch porcelain or harm plumbing/septic tanks when used according to directions. Effective for clean-ups per the Bloodborne Pathogen Standard, NABC delivers healthy restrooms and a signature clean fragrance.

Clean by 4D

Clean by 4D is a healthcare disinfectant that delivers effective performance and provides a restorative clean. AJI will use Clean by 4D daily as part of our effective cleaning and disinfection program for the Madeira Beach facilities. With a fantastic fresh scent, Clean by 4D is effective against a wide variety of gram-positive and gram-negative bacteria. The effective cleaning product will not dull most floor finishes while proving long lasting freshness against tough odors.

Clean on the Go VersaFill 3

At the start of the new contract, AJI will install the Clean on the Go VersaFill 3 dilution and dispensing system at the Madeira Beach locations.

The VersaFill 3 dilution and dispensing system offers employee safety, accurate diluting, and cost-control. Professional products must be used as specified to comply with safety statements and OSHA regulations.

Over-proportioned chemicals equal a higher in-use cost, and in order to ensure efficacy against a specified organism, disinfectants must be properly diluted. Ensure safety and accuracy with the Spartan VersaFill 3 dilution and dispensing system.



The VersaFill 3 features AccuPro™ technology to control water pressure and ensure accurate dilution every time.

- Eliminates re-cleaning associated with improperly diluted chemicals
- Ensures proper PPM of actives with disinfectants and sanitizers
- Avoid leaks created with external pressure regulators
- Reduce costs associated with under diluting chemicals

Through a simple dial control, the dispenser offers flexibility to fill both quart bottles and buckets from the same product. A convenient, integrated, locking storage cabinet houses up to four 2-liter cartridges, gallon containers or combination of 2-liters and gallon containers.

EQUIPMENT

AJI has utilized modern cleaning equipment and “green” cleaning techniques in all facilities for the past twelve years. The use of these systems and equipment has allowed for more efficient cleaning processes, better sanitation of facilities, improved indoor air quality and lower costs for our customers.

Where possible, we utilize ProTeam Super CoachVac backpack vacuums on our projects. All vacuums are equipped with HEPA filters, which are an industry standard for high-quality air filtration. Backpack vacuums allow us to reach high spots and also places such as behind computer tables and desks, book racks, and closets. These are the places that would be extremely tough to clean while using a canister vacuum cleaner.



AJI employees are trained in the proper use of all equipment at each individual account. This both ensures their safety as well as protects the property of our customers. Our equipment list includes back-pack vacuums, restroom carts, high and low-speed floor machines, ride-on automatic scrubbers, motorized sweeper, carpet extractor and various wet/dry vacuums.



For carpet cleaning at these locations, AJI will be using a van equipped with a CDS 4.8 truck mounted, van-powered cleaning system from HydraMaster. These systems feature OverDrive™ Power Train Technology which allows us to deliver a deep clean to your facilities. The system is equipped with two solution outlets for dual wand capability, three speed settings and a 100 gallon recovery tank for uninterrupted cleaning.

Using a truck mount carpet cleaning system is the best way to accomplish a deep carpet clean as well as reduce time spent on the job. This offers immense labor saving benefits which we are able to pass along to our customers.

COMPANY QUALITY STATEMENT

To provide consistent, quality service to our customers, AJI is diligent in tracking our service metrics so we can see which areas are running smoothly and where we need to improve. AJI is committed to providing quality workmanship and operating to the highest standards with an emphasis in excellent customer service. Our quality statement describes our commitment to quality and reinforces compliance with key elements of the quality assurance system and will be endorsed by senior management. *AJI is committed to providing quality workmanship, operating to the highest standards with an emphasis on excellent customer service.*

To this end, we pledge the following:

- A focus on satisfying the needs of The City of Madeira Beach.
- Compliance with applicable cleaning procedures, regulations, safety requirements and good workmanship practices.
- Fulfillment of contract requirements in their entirety.
- Direction of work crews by qualified crew leaders.
- Performance of inspections by qualified inspectors.
- Continuous quality improvement and training.
- AJI's technicians make every effort to protect the value of your facilities.

The Operations Managers and Project Managers are together responsible for ensuring the overall effectiveness of the Quality Assurance System.

Operations Manager/Project Manager will:

- Demonstrate commitment to the company's Quality Assurance System and its integrity.
- Ensure the availability of necessary resources and information for the effective operation of the Quality Assurance System.
- Ensure achievement of the company's quality objectives.
- Improve performance of the Quality Assurance System to meet client requirements.
- Ensure that each employee understands his or her quality assurance responsibilities and the company's quality assurance policies.

AJI is committed to procedural performance for all the company's cleaning services. AJI will respond to all customer service requests and correct any problems immediately. A member of management will evaluate all discrepancies and a qualified technician will be assigned to resolve the issue.

Records of the call and successful resolution will be kept. Information from these records will be used in the Quality Improvement Program. At least quarterly, data from custom service activities will be examined for hot spot training activities.

AJI will work with the City to address and make an action plan for any service issues. Our Ops team will be knowledgeable of the contract's terms and service schedule, tracking, communication, and ensuring customer satisfaction.

PRIMARY CONTACT

The primary contact person for this project will be Thomas Donehoo. Mr. Donehoo will oversee all daily cleaning operations and is responsible for quality control inspections, enforcing proper cleaning procedures, managing personnel, and overseeing additional services. Mr. Donehoo will be designated to this contract and will immediately respond to any issue that may arise.



Thomas Donehoo
Chief Operations Officer
352-409-0754 thomas.donehoo@ajiclean.com

Communication is at the core our Customer Service program. At We understand the importance of teamwork and communication to achieve the high levels of service we deliver on a consistent basis. In addition to Mr. Donehoo, each of the individuals below is also available for City of Madeira Beach representatives 24 hours a day, 7 days a week.

Maria Constantinou, Operations Manager
352-408-8003
Maria.c@ajiclean.com

Elizabeth Allender, Project Manager
352-409-4340
Elizabeth.allender@ajiclean.com

Ryan Strem, Chief Sales Officer
352-932-9456
Ryan.strem@ajiclean.com

Stephanie Dailey, VP & CFO
352-630-1075
support@ajiclean.com

Jason Lay, CEO
352-910-0880
Jason.lay@ajiclean.com

Jordan Dailey, President
352-636-2920
Jordan.dailey@ajiclean.com

QA & CLIENT COMMUNICATION

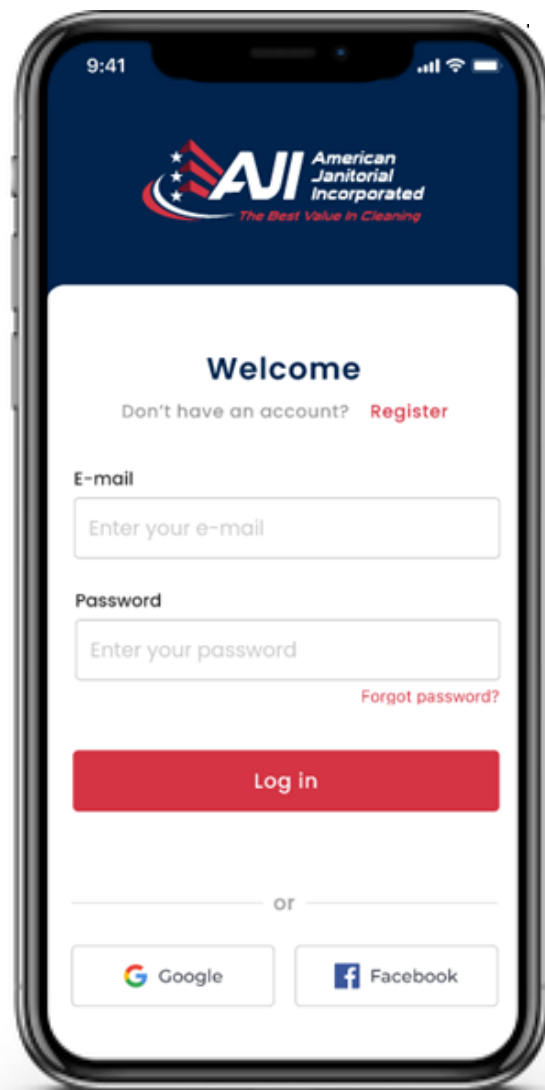
AJI works in close partnership with our clients to develop customized reporting plans that work perfectly and seamlessly using documented and efficient work management processes, advanced technologies, and highly trained and trustworthy personnel.

We have developed an application for smartphones that serves as a communication tool between our customers and management and cleaning team at your locations. We designed our APP to provide our clients with fast and easy access to our team for any issues that may arise as well as requests for additional services outside the scope of our normal daily tasks.

The APP will allow you to quickly contact the AJI manager in charge of your location to relay your request or concern. You will be able to communication within the APP and track the progress of your request.

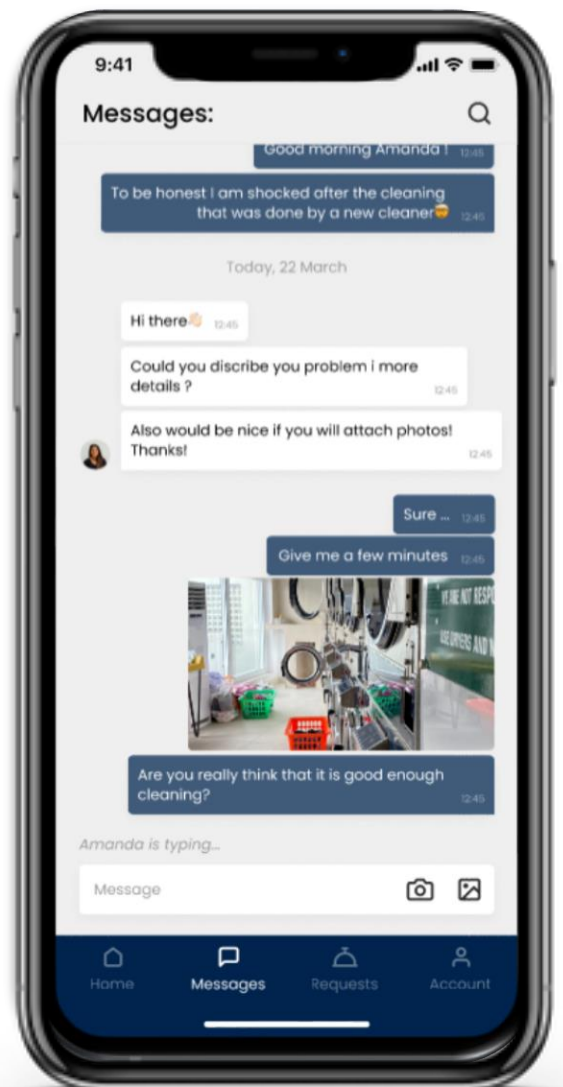
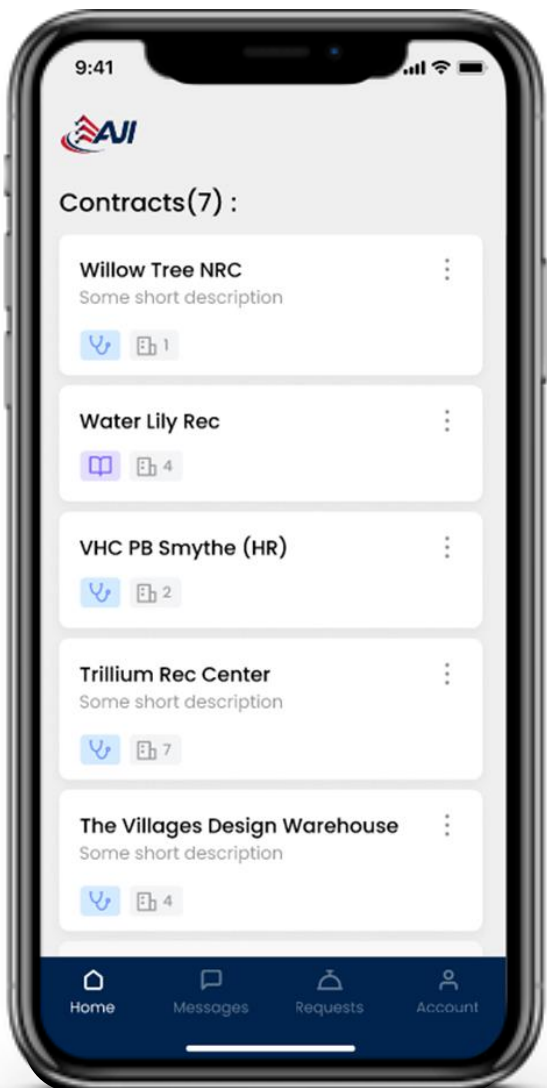
To provide consistent, quality service to our customers, AJI is diligent in tracking our service metrics so we can see which areas are running smoothly and where we need to improve. AJI is committed to providing quality workmanship and operating to the highest standards with an emphasis in excellent customer service.

The images on the following page outline examples of APP based communication and work order management tool.



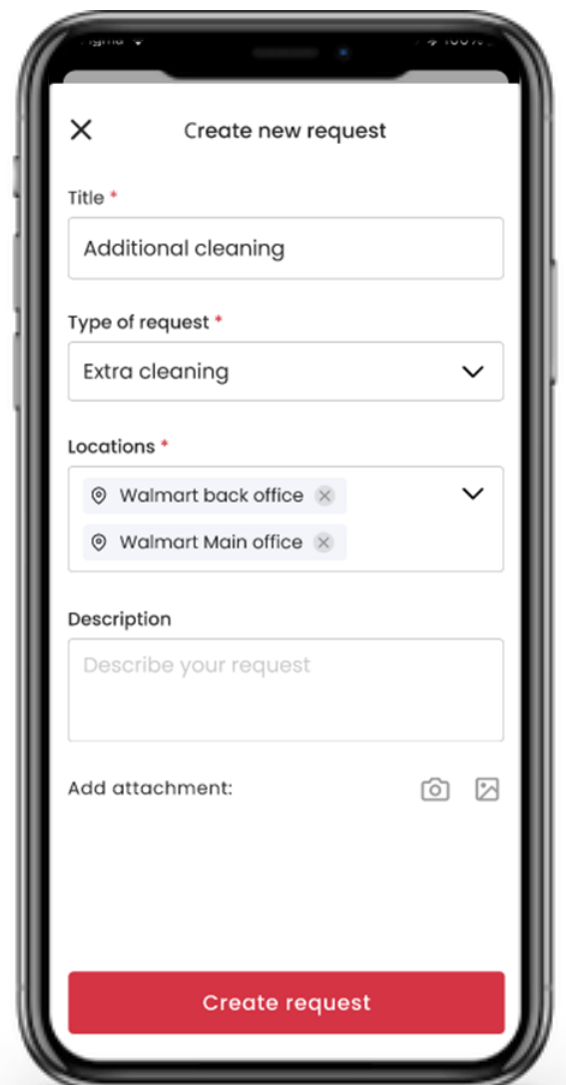
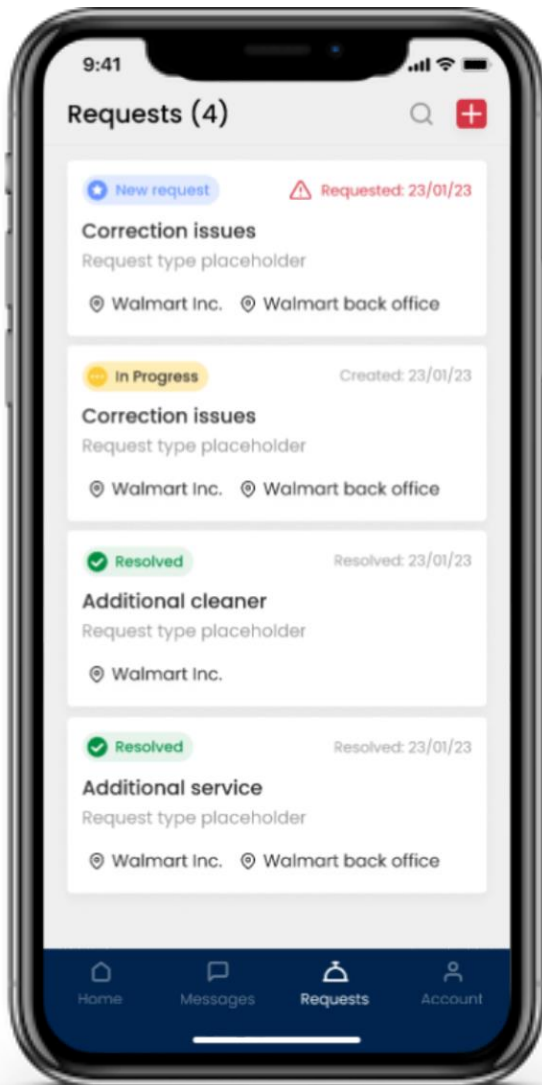
Easily Manage
Each Location
Cleaned by AJI

Convenient Access to
Communication With
AJI Management



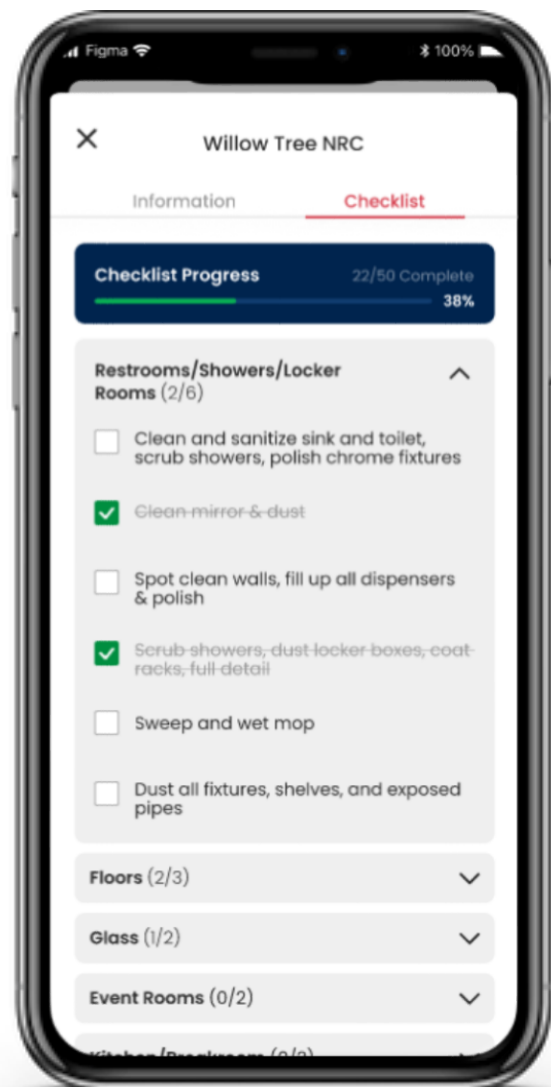
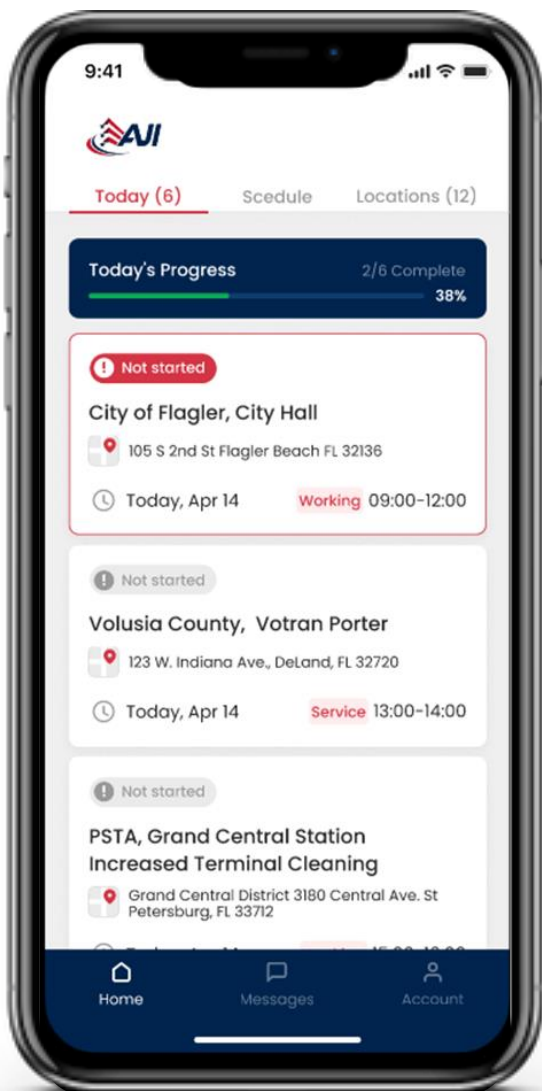
Overview of All
Requests and
Tracking of Progress

Create New Service
Requests for Your
Location



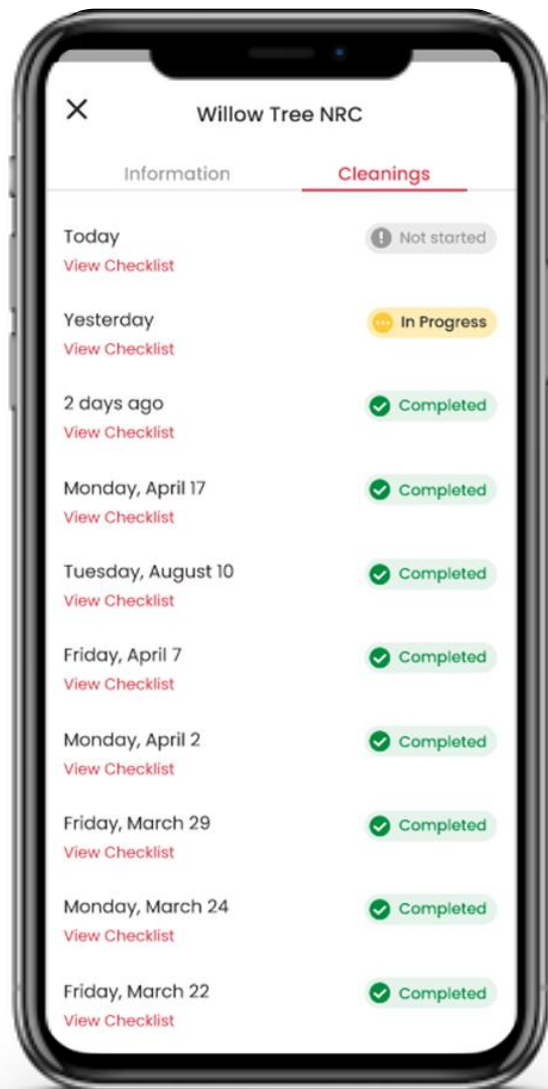
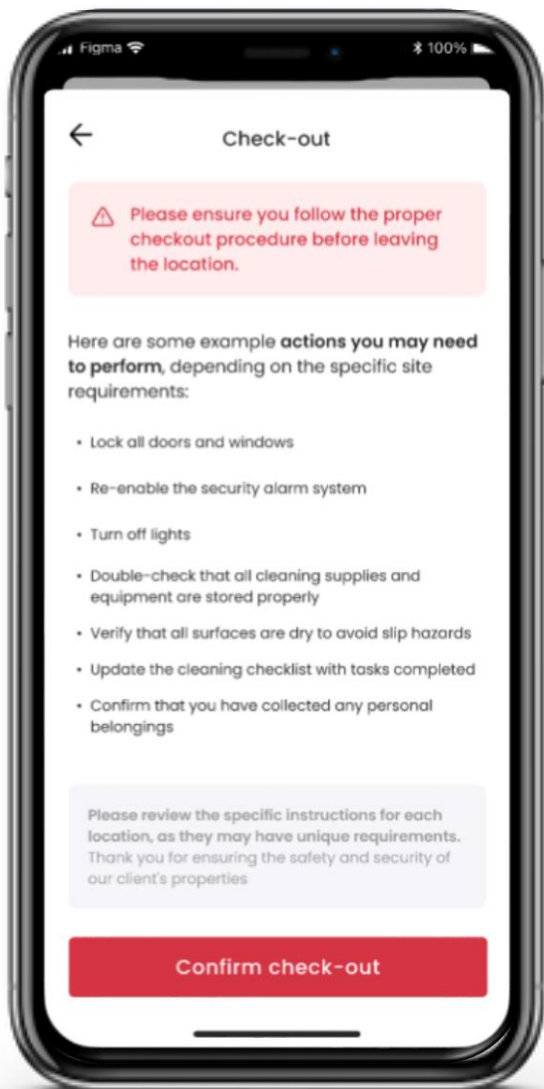
AJI Cleaning
Technicians Track
Daily Progress

Technicians
Complete Daily
Checklists



Easily Accessed
Information for Each
Location Serviced

Maintain Records of
Completed Daily
Checklists



TRAINING PROGRAM

AJI makes a large investment in initial and continuous training programs for our employees. We believe that our employees are our most valuable resource, and we are committed to helping them succeed. We hire and train our own staff for all services that we provide.



New Cleaning Technician Training

AJI provides comprehensive training for *all* of our cleaning technicians, and management. Our training program includes classroom training and hands on instruction, and each member of the AJI team assigned to the City of Madeira Beach facilities has received training in the following areas:

- Introduction and Organizational Structure
- The Do's and Don'ts
- Issuing of the **Custodial Procedures & Training Manual**
- Cleaning Chemicals and Equipment Training
- Basic Cleaning Procedures
- Dress and Appearance
- Customer Service
- Safety and Security

Before completion of the training, we require the cleaning tech to sign a contract with our company. This contract states that the employee will always act professionally and reflect a positive image upon AJI and its staff.

The last step in the training program is OJT (on the job training). The new cleaning technician will begin work as a helper, under the supervision of an experienced crew leader for a minimum of one week. During this time, the new cleaning tech's work ethic and attitude are evaluated.

Any cleaning tech whose work or conduct does not meet our company quality standards will be terminated immediately. In addition, routine training meeting and refresher classes are held throughout the year to ensure cleaners are aware of new techniques and are performing their duties to our high standards.



Cleaning Tech Review

Our training program includes classroom training and hands on instruction, covering the following areas:

- Attendance
- Knowledge and Skill Level
- Quality of Work
- Response to Discrepancies
- Results of QC Inspection
- Professionalism and Appearance
- Adherence to Company Policies

Recognition

Achievement awards and promotions are given to cleaning techs that show exceptional work ethic and measurable improvements in these areas. We are committed to promoting an atmosphere where hard work and dependability pays off. We expect quality performance to be the “norm” among our cleaning techs.



SAFETY PROGRAM

AJI's Safety Program is called **BeSafe** and is designed to protect AJI's employees from on the job injuries. It also ensures that risk is reduced as much as possible at the client's site. The goals of the **BeSafe** safety program are as follows:

- Prevent job injuries and illnesses through hazard avoidance training, safety awareness, inter-personnel communication and implementation of safe work practices.
- Lower workers' compensation costs by providing a safe work environment. Because of lower costs, AJI's clients benefit by enjoying ultra-competitive pricing.

- Reduce the number of days of lost work and ensure maximum work productivity by training employees to remain safe at all times. This allows AJI's employees to perform their job with confidence and without risk of injury.
- Meet training requirements per client contracts and State mandates.

Employees are trained in the following areas:

- ✓ Safety Orientation
- ✓ Chemical Hazards
- ✓ Electrical Hazards
- ✓ Ergonomic Hazards
- ✓ Injuries on the job
- ✓ Emergency Planning/Response
- ✓ Robberies and Assaults
- ✓ Slips and Falls
- ✓ Natural Disaster Recovery



BeSafe instructs employees to take one of three actions when encountering a safety hazard:

- Removed or isolate the hazard
- Improve work practices
- Use protective clothing and equipment

Employees receive **BeSafe** training when they are initially hired and receive quarterly refresher training, at a minimum. Employees are encouraged to provide relevant feedback and useful insight based either on past experiences or industry knowledge. In addition, employees can offer safety suggestions at any time by contacting their direct supervisor.

At the start of a new assignment, employees are given a **BeSafe** Safety Orientation Checklist. This checklist is gone through by their direct supervisor. At the conclusion of the orientation both the employee and manager sign the checklist acknowledging that safety training has been provided. AJI maintains these records for audit or for contractual compliance.

With **BeSafe** in place, AJI ensures that the work environment is safe and remains so and that employees are aware and focused on working safely every day.

NATURAL DISASTER RECOVERY PLAN

AJI is prepared to meet the needs of the City of Madeira Beach no matter what comes our way. We have a Natural Disaster Recovery Plan in place that we are ready to deploy at a moment's notice. Here in Florida, we are susceptible to just about any type of natural disaster. Hurricanes, tornadoes, forest fires, and flooding are the most immediate threats we face. During emergency situations like this, there are many needs that require clean-up and sanitation. Having a trustworthy and reliable company to handle these needs in times of crisis can be invaluable to the City of Madeira Beach. Our plan encompasses the following steps:

- 1. Post disaster damage assessment and initial service planning:** AJI will meet with City of Madeira Beach officials to assess damages and determine what services will need to be performed. In this initial phase, we will conduct an inspection of all affected areas, establish a plan of action, and call in the manpower needed to perform the service. This phase is the most critical part of the operation.
- 2. Command center establishment and equipment set up:** We have a mobile command center that is capable of being deployed to remote areas or areas where water and power are not available. This command center is equipped with 2 generators, bathroom and shower facilities, fresh water tanks, and sleeping quarters. It is capable of housing up to 10 personnel for any length of time in disaster conditions. The mobile command center gives us the ability to provide around the clock services and store any additional supplies and equipment that may be needed.
- 3. Initiation of service:** We will be in place and operational within 12 hours of initial notification. We are capable of sustaining operations for as long as our services are required by the City of Madeira Beach.
- 4. Quality Control:** Even in times of crisis, we will continue to provide the same level of quality service. Our quality control program has built in parameters for emergency situations. We feel that our service should be at its best when it is needed the most.



Disaster Clean-Up

Cleanup work of any kind is hazardous, but disaster conditions make it even more so. The following is a list of OSHA approved procedures that we will follow to ensure health and safety while cleaning up after natural disasters.

Health Tips

- Take frequent rest breaks when lifting heavy, water-laden objects. Avoid overexertion and practice good lifting techniques. To help prevent injury, use teams of two or more to move bulky objects; avoid lifting any materials that weigh more than 50 pounds per person, and use proper automated lifting assistance devices if practical.
- When working in hot environments, have plenty of drinking water available, use sunscreen, and take frequent rest breaks. Wear light-colored, loose-fitting clothing.
- Be sure a first-aid kit is available to disinfect any cuts or abrasions. Protect open cuts and abrasions with waterproof gloves or dressings.
- Wash your hands often during the day, especially before eating, drinking, or applying cosmetics.

General Precautions

- Use a wooden stick or pole to check flooded areas for pits, holes, and protruding objects before entering.
- Ensure that all ladders and scaffolds are properly secured prior to use.
- Conduct a preliminary worksite inspection to verify stability before entering a flooded or formerly flooded building or before operating vehicles over roadways or surfaces. Don't work in or around any flood-damaged building until it has been examined and certified as safe for work by a registered professional engineer or architect.
- Establish a plan for contacting medical personnel in the event of an emergency.
- Report any obvious hazards (downed power lines, frayed electric wires, gas leaks or snakes) to appropriate authorities.

- Use fuel-powered generators outdoors. Do not bring them indoors.
- Use life-vests when engaged in activities that could result in deep water exposure.
- Use extreme caution when handling containers holding unknown substances or known toxic substances (for example floating containers of household or industrial chemicals). Contact the Environmental Protection Agency for information on disposal at the National Response Center (1-800-424-8802).
- Do NOT use improvised surfaces (e.g., refrigerator racks) for cooking food or for boiling water to avoid exposure to heavy metals.

Clothing and Personal Protective Equipment

- Always wear water tight boots with steel toe and insole, gloves, long pants, and safety glasses during cleanup operations; sneakers should NOT be worn because they will not prevent punctures, bites or crush injuries. Wear a hardhat if there is any danger of falling debris.
- Wear a NIOSH-approved dust respirator if working with moldy building materials or vegetable matter (hay, stored grain, or compost).
- When handling bleach or other chemicals, follow the directions on the package; wear eye, hand, and face protection as appropriate; and have plenty of clean water available for eye wash and other first-aid treatments.

Electrical Hazards

- Do NOT touch downed power lines or any object or water that is in contact with such lines.
- Treat all power lines as energized until you are certain that the lines have been de-energized.
- Beware of overhead and underground lines when clearing debris. Extreme caution is necessary when moving ladders and other equipment near overhead power lines to avoid inadvertent contact.
- If damage to an electrical system is suspected (for example, if the wiring has been under water, you can smell burning insulation, wires are visibly frayed, or you see sparks), turn off the electrical system in the building and follow lockout/tag out procedures before beginning work. Do not turn the power back on until electrical equipment has been inspected by a qualified electrician.
- When using a generator, be sure that the main circuit breaker is OFF and locked out prior to starting the generator. This will prevent inadvertent

- energizing of power lines from back fed electrical energy from generators and help protect utility line workers from possible electrocution.
- Be aware that de-energized power lines may become energized by a secondary power source such as a portable backup generator.
- Any electrical equipment, including extension cords, used in wet environments must be marked, as appropriate, for use in wet locations and must be undamaged. Be sure that all connections are out of water.
- All cord-connected, electrically operated tools and equipment must be grounded or be double insulated.
- Ground-fault circuit interrupters (GFCIs) must be used in all wet locations. Portable GFCIs can be purchased at hardware stores.

EQUIPMENT LIST



CDS 4.8 truck mounted, van-powered cleaning system from HydraMaster.



ProTeam Backpack Vacuum
(Cordless and Cordless)



Janitor Cart



Wet Floor Signs



Under Trash Grabber
NN140 Heavy Duty Nifty Nabber
51" Long Reaching Tool



Dual Compartment
Mop Bucket



Sanitaire® Bagless
HEPA Vacuum



55 Gallon Trash Can
with Janitor Caddy



Checklist Log Books



Tennant EZ Scrubber
Ride-On Floor Scrubber



Rubbermaid Microfiber Flat Mop
Floor Finish System



Tennant Wide Area
HEPA Vacuum



Tennant T2 Battery
Walk Behind Scrubber

FLOOR SERVICES & SPECIALIZED EQUIPMENT

Tile & Grout Cleaning

AJI's deep cleaning process uses hot water to pressure wash the tile and grout. This high pressure process removes the deep down dirt that lies in the pours of the tile and grout lines. Each time we clean the tile and grout, we apply tile and grout sealer at no additional cost. The sealer helps to prevent staining and prolong the life of the tile. Our cleaning techs are IICRC certified for tile and grout cleaning and we use top of the line equipment.



VCT Care: Strip and Wax

AJI has years of experience refinishing VCT floors. We have customized a process for our customers that keeps the floors protected and looking great. Over the years, AJI has designed a custom, privately-labeled brand of floor cleaners and protectants for use at our clients' facilities. These chemicals provide a safe, non-slip surface, while producing a super hi-gloss shine that ensures floors look like brand new. Our floor crews are highly trained and have years of experience.

The following is a list of the different floor services offered by AJI:

- Complete strip and re-wax
- Deep scrub maintenance
- Light scrub maintenance
- Hi-speed burnishing
- Spray buffing

Cutting Edge Technology

AJI is constantly seeing new, innovative ways to help deliver exceptional services to our customers. One example of this is our recent investment in the EBG-28 Floor Surface Preparation Machine from Square Scrub®.



The EBG-28 allows us to remove existing finishes on your flooring without the use of water, which allows us to protect your valuable electronic equipment and baseboards. Another benefit to this dry method is that it eliminates the need for use harsh chemicals to remove floor finishes, which is better for the environment and the health of your employees and visitors.

Additional specialized floor service equipment below:



**HydraMaster RX-20 Rotary
Carpet Extractor**
Model No.: OE-RX20-EA



**Hawk 15 inch 1500 RPM
Burnisher**
Model No.: HAW-F1500-15



**ProTeam ProGen 15 Upright
Vacuum - HEPA**
Model No.: OE-PROGEN15-EA



**Hydro-Force SX-12 Tile
Cleaning Tool**
Model No.: AW104



**Betco 27" Propane
High Speed Burnisher**
Model No.: E12314-00



**Dri-Eaz Sahara Pro X3
Commercial Turbo Dryer**
Model No.: F351

SAMPLE INSPECTION TEMPLATE

Item 8A.



DATE RANGE: _____

INSPECTOR NAME: _____

LOCATION: _____

CITY OF MADEIRA BEACH	DAILY	WEEKLY	MONTHLY	SEMI-ANNUAL	ANNUAL	SUN	MON	TUES	WED	THURS	FRI	SAT
GENERAL OFFICE AREAS												
a. Vacuum carpeted floors	X											
b. Empty office trash, replace all liners and return receptacles to original location	X											
c. Empty recycling bins	X											
d. Wet mop and remove scuff marks from all non- carpeted floors	X											
e. Clean and thoroughly polish drinking fountains		X										
f. Clean and disinfect all public counters		X										
g. Remove fingerprints from entrance glass	X											
h. Clean and disinfect doorknobs and light switches		X										
i. Spray buff all entry floor areas according to industry standards.		X										
j. Clean vertical and/or mini blinds			X									
k. Dust tops of desk areas in offices.		X										
l. Clean and polish stainless steel, chrome, and brass surfaces, ensuring the polish does not stain or mark area around push plates or other fixtures.			X									
m. Wipe down doors with non-abrasive cleaner			X									
n. Wipe clean all vents and diffusers			X									
o. Dust horizontal & vertical surfaces			X									
p. Spot clean carpets	X											
CONFERENCE ROOMS												
c. Damp mop and remove scuff marks from all non-carpeted floors	X											
d. Clean and disinfect conference tables	X											
e. Dust all ledges		X										
f. Wipe clean all vents and diffusers			X									
g. Clean glass cases			X									
h. Dust horizontal & vertical surfaces		X										
i. Spot clean carpets	X											
RESTROOMS												
a. Wet mop floors using a germicidal detergent solution	X											
b. Empty receptacle trash, replace liner	X											
c. Empty and clean sanitary napkin disposal units and wrap for separate disposal. Replace	X											
d. Clean and polish mirrors	X											
e. Clean and disinfect toilets and urinals, inside and out and install urinal deodorizer	X											
f. Wipe and disinfect all dispensers.	X											
g. Check and refill all toilet paper, towel dispensers, hand soap dispensers, etc.	X											
FITNESS CENTER												
h. Scrub shower walls and remove soap build-up using a disinfectant fungicide product.	X											
i. Clean and disinfect sinks and countertops. Polish bright work.	X											
j. Clean entrance doors, handles, knobs and walls with a disinfectant.	X											

CITY OF MADEIRA BEACH	DAILY	WEEKLY	MONTHLY	SEMI-ANNUAL	ANNUAL	SUN	MON	TUES	WED	THURS	FRI	SAT
FITNESS CENTER (CONT)												
k. Pour a solution of germicidal detergent, previously approved by Facility Representative,		X										
l. Vacuum and wipe clean all vents and diffusers			X									
m. Wipe clean partition tops, partition sides, ledges, vents, louvers in doors, tops of			X									
n. Clean and polish stainless steel, chrome, and brass surfaces, insuring the polish does			X									
o. Dust horizontal & vertical surfaces		X										
p. Clean and disinfect trash receptacles		X										
KITCHEN & BREAK ROOMS												
a. Empty kitchen trash and replace liners	X											
b. Wet mop non-carpeted floors	X											
c. Clean and disinfect sinks and counters	X											
d. Vacuum carpeted floors	X											
e. Wipe down outside of cabinetry		X										
f. Clean vertical and/or mini blinds			X									
g. Wipe clean all vents, diffusers, and exhaust hoods			X									
h. Clean and polish stainless steel, chrome and brass surfaces, ensuring the polish does			X									
i. Dust horizontal & vertical surfaces			X									
LOBBIES, ENTRANCES & VESTIBULES												
a. Vacuum carpeted floors	X											
b. Wet mop all non-carpeted floors	X											
c. Clean entrance glass doors. Clean framework, including transoms and sidelights-		X										
d. Clean ledges and moldings, inside and exterior of entry way doors.			X									
e. Empty trash, replace liner, and clean outside of trash cans.	X											
f. Clean all door brass and/or stainless brushed steel			X									
g. Empty all exterior ashtrays, recycling and trash receptacles of cigarette butts and debris	X											
i. Wipe clean and polish all glass and mirrored surfaces		X										
j. Remove cans, litter, etc. from the building exterior, patios. Maintain areas around all dumpsters free of litter, trash, at exit landings, and exterior stairs.	X											
k. Dust and wipe clean all flat surfaces, walls, windowsills, pillars and other flat areas			X									
CORRIDORS												
a. Vacuum carpeted floor	X											
b. Damp mop and/or spray buff all non-carpeted floors	X											
c. Empty, replace liner and wipe trash receptacles	X											
d. Wipe clean all vents and diffusers			X									
e. Clean and polish stainless steel, chrome, and brass surfaces, ensuring the polish does			X									
f. Dust horizontal & vertical surfaces			X									
g. Spot clean carpets	X											
h. Clean vertical and/or mini blinds			X									
i. Wax and strip non-carpeted floors per the Floor Care Section.				X	X							
STAIRWAYS												
a. Sweep or vacuum steps and landings	X											
b. Wipe banisters and ledges	X											
c. Wet mop non-carpeted stairs and landings		X										
d. Wipe and clean all railings and doors		X										
e. Wipe clean all vents and diffusers			X									
f. Clean and polish stainless steel, chrome, and brass surfaces, ensuring the polish does			X									
g. Dust horizontal & vertical surfaces			X									
h. Spot clean carpets	X											
ELEVATORS												
a. Wipe elevator cab walls to keep high sheen and to remove fingerprints	X											
b. Clean and disinfect control button panel	X											
c. Vacuum carpeted floor, wet mop non-carpeted floors	X											

CITY OF MADEIRA BEACH	DAILY	WEEKLY	MONTHLY	SEMI-ANNUAL	ANNUAL	SUN	MON	TUES	WED	THURS	FRI	SAT
ELEVATORS (CONT)												
d. Clean and vacuum all door tracks and polish all door interior and exterior surfaces	X											
e. Wipe mirrored surfaces in the elevator cabs	X											
f. Wipe clean all ledges, vents and diffusers	X											
g. Clean and polish stainless steel, chrome, and brass surfaces, insuring the polish does	X											
h. Dust horizontal & vertical surfaces	X											
i. Spot clean carpets	X											
FLOORS												
a. Hardwood Floors – stripped and waxed				X	X							
b. Carpet to be deep cleaned and extracted				X	X							

EXHIBIT A

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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

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

for American Janitorial, Inc.
[print name of entity submitting sworn statement]

whose business address is: 87 North Central Ave, Umatilla, FL 32784

and Federal Employer Identification Number (FEIN) is 46-0557106, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: n/a

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

1. been convicted of bribery or attempting to bribe a public officer or employee of the city, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
2. been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
3. been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
4. made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
5. where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership, or principles as the ineligible entity.

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

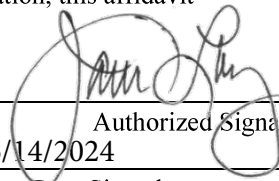
Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City.

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

City of Madeira Beach

RFP 2024-06

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



 Authorized Signature
 6/14/2024

 Date Signed

State of: Florida

County of: Lake

Sworn to and subscribed before me this 14th day of June, 2024

Personally Known X or Produced Identification _____

(Specify Type of Identification)



Signature of Notary

My Commission Expires 9/19/2026



HEATHER L. CASAVANT
 Notary Public
 State of Florida
 Comm# HH313808
 Expires 9/19/2026

The effective date of this Hold Harmless Agreement shall be the duration of this contract.

City of Madeira Beach

RFP 2024-06

EXHIBIT B

DRUG FREE WORKPLACE CERTIFICATION

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

This sworn statement is submitted to the City of Madeira Beach by Jason Lay, CEO
[print individual's name and title]

for American Janitorial, Inc. [print name of entity submitting sworn statement]

whose business address is: 87 North Central Ave, Umatilla, FL 32784 and (if applicable) its

Federal Employer Identification Number (FEIN) is 46-0557106 (If the entity has no FEIN, include the Social Security

Number of the individual signing this sworn statement: n/a

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

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

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

City of Madeira Beach

RFP 2024-06

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

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

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

Authorized Signature

Date Signed 6/14/2024

State of: Florida

County of: Lake

Sworn to and subscribed before me this 14th day of June, 2024

Personally Known X or Produced Identification _____

(Specify Type of Identification)

Signature of Notary

Heather L. Casavant

My Commission Expires 9/19/2026



HEATHER L. CASAVANT
Notary Public
State of Florida
Comm# HH313808
Expires 9/19/2026

Reference check questions

Contractor Name: American JanitorialReference Company: Pinellas Suncoast Transit Authority

1. How was your relationship with the Company?

Good, we communicate daily

2. How would you rate their work?

Their goal is to complete the task as assigned...

3. What were their daily duties? What type of cleaning?

different types, such as trash pickup at bus stops; terminal cleaning ~~1~~ days a week, floors (waxing, buffing) ect..

4. Were they dependable?

yes

5. Was the work completed on time and meet your standards?

Theirs assignments are on a schedule and for the most part they meet our standards. If something

6. Why are they no longer under contract?

needs to be addressed they will handle in a timely manner

They still are

7. What are their weaknesses?

None really..

8. How was the communication? If there were any issues were they corrected immediately?

If I mention something, they handle in a timely manner.

9. Did they require a lot of supervision or work well independently?

~~Dependently~~ well.
Independently

10. Did you notice a high turnover rate?

Not at all

11. Would you rehire?

a. If no why?

still under contract ...

Reference check questions

Contractor Name: American JanitorialReference Company: City of Ormond Beach

1. How was your relationship with the Company?

professional + collaborative.

They were responsive to our need.
Open line of communication

2. How would you rate their work?

Very good.

consistently met our cleanliness
standard, and thorough with their cleaning.

3. What were their daily duties? What type of cleaning?

Vacuuming, mopping, dusting,
Sanitizing restrooms and common areas,
Trash removal, and windows as needed.

4. Were they dependable?

Yes. They were reliable in attendance
and performance. Followed the
scheduled cleaning times.

5. Was the work completed on time and meet your standards?

Yes, exceeded our standards
for cleanliness + maintenance.

6. Why are they no longer under contract?

Still under contract, 2028

7. What are their weaknesses?

One area of improvement could be in handling
unexpected emergencies situations. While generally
responsive, occasions when immediate response a little delayed.

8. How was the communication? If there were any issues were they corrected immediately?

Generally good.

Any issues were addressed and corrected promptly. They were proactive in seeking feedback and making adjustments.

9. Did they require a lot of supervision or work well independently?

~~Independently~~
Independently!

Staff well trained + understood scope of their duties.

10. Did you notice a high turnover rate?

NO! The personnel assigned were consistent.

11. Would you rehire?

a. If no why?

yes we would consider
they were professional
and provided quality service.

Reference check questions

Contractor Name: American JanitorialReference Company: Lake County Board of County Commissioners

1. How was your relationship with the Company?

I signed them up and
very happy - renewed since
2011

2. How would you rate their work?

Really good, no complaints at all

3. What were their daily duties? What type of cleaning?

Day porters + all facilities
cleaned at night.

4. Were they dependable?

Yes + great management

5. Was the work completed on time and meet your standards?

Always, they do a great job.

6. Why are they no longer under contract?

Still under through 2027

7. What are their weaknesses?

NO, very happy with them.

8. How was the communication? If there were any issues were they corrected immediately?

Excellent, local to us
+ yes!

9. Did they require a lot of supervision or work well independently?

independently

10. Did you notice a high turnover rate?

NO, (I stopped directly managing them
a few years ago but there's
been no issues)

11. Would you rehire?

a. If no why?

Yes. Since 2011