



BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

Wednesday, November 15, 2023 at 6:00 PM
Commission Chambers, 300 Municipal Drive,
Madeira Beach, FL 33708

Meetings 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. 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. It is not mandatory to complete a comment card.

4. **DISCUSSION ITEMS**

- A.** Recommend Firm - RFQ 2023-07, Security Focused IT Support and Consulting Services
- B.** Forward Pinellas Alternative Compromise for the John's Pass Village Activity Center Plan
- C.** RFP 2023-08 Electrical Repair / Services Contract Approval and Bid Acceptance
- D.** FY24 Capital Garbage Truck Purchase or lease discussion
- E.** 144th and 145th Avenues Road Project
- F.** Madeira Beach Youth Baseball and Softball - Contract
- G.** Park Street Antique Center Lease for Public Works
- H.** Resolution 2023-13 FY 2024 Budget Amendment #1

I. Agenda Item List - Pending Items

J. City Manager's Report - October 2023

5. 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 fax a written request to 727-399-1131.

MEMORANDUM



TO: Mayor and Board of Commissioners

FROM: Robin I. Gomez, City Manager

DATE: Nov 8, 2023

RE: **Recommend Firm – RFQ 2023-07, Security Focused Information Technology Support and Consulting Services RFQ**

Background

Since at least 2014, the City of Madeira Beach has been outsourcing its Information Technology services and operations. The current agreement with Network People, Inc., was adopted for a ten (10) year period. On June 9, 2023, the City issued the enclosed Request for Qualifications (RFQ) # 2023-07 to receive responses from qualified firms/companies capable of providing a full complement of security focused information technology support and consulting services.

Review/Discuss

Due to the ten (10) year period reaching its expiration date, the City issued a RFQ (copy enclosed with this agenda item) which was issued on Friday, June 9, 2023. Responses were due on Friday, June 30, 2023. The City advertised the RFQ on its City website, and via the online Demandstar site. We received five (5) responses:

1. Advizex Technologies LLC
2. Cendien
3. Interdev
4. Network People Inc
5. United Data Technologies

Three (3) City staff, Tom Roeder, Broadcast/IT Coordinator, Marci Forbes, Community Development Engineer, and myself, met on October 5, 2023, to review the five (5) responses against the below criteria:

- Qualifications, staffing, reputation
- Understanding of the scope of services/work
- Demonstrated ability to meet requirements
- Experience and expertise, municipal clients
- Client/end user satisfaction
- Quality assurance control programs and policies
- Applicable contract references that reflect and demonstrate the firm's past performance on other local government engagements
- Respondent demonstrates understanding of the City of Madeira Beach business operations

- Location of firm and response time

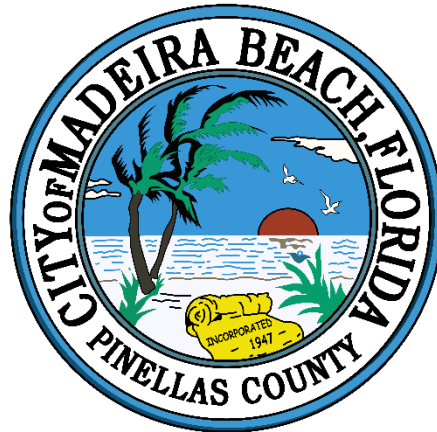
Staff scored Network People highest followed by InterDev, score sheets and notes enclosed.

Fiscal Impact

FY 24 budget for the contracted services is \$200,000.00, same as in FY 23.

Recommendation

Staff to begin negotiating agreement with recommended firm, Network People Inc.



Request for Qualifications #2023-07

Security Focused Information Technology Support
And
Consulting Services

Proposals due by Friday, June 30, 2023

At 10:00am City Hall
300 Municipal Drive
Madeira Beach, FL 33708

CONTACT:

Robin I. Gomez, City Manager

Phone: (727)580-8014

City of Madeira Beach

RFQ 23-0

Email: rgomez@madeirabeachfl.gov

REQUEST FOR PROPOSAL / INTRODUCTION

This Request for Proposals (RFP) is for The City of Madeira Beach to receive responses from qualified firms/companies capable of providing a full complement of security focused information technology support and consulting services.

Qualified firms must have a minimum of five (5) years of public sector experience and a minimum of two years of law enforcement agency support experience.

The City of Madeira Beach reserves the right to reject or accept any proposal or to waive any irregularities in any proposal deemed to be in the best interest of the City of Madeira Beach.

Vendors are required to submit written proposals that present the vendor's qualifications and understanding of the work to be performed. The vendor's proposal should be prepared simply and economically and should provide all the information it considers pertinent to its qualifications for the specifications listed herein.

The proposal must be submitted via mail or email no later than 10:00 am, Friday, June 30, 2023, contact below:

City of Madeira Beach
Attn: Robin I. Gomez
Re: Security Focused IT Support and Consulting Services

300 Municipal Drive
Madeira Beach, FL 33708

or rgomez@madeirabeachfl.gov

NOTIFICATION: The City utilizes the following methods for notification and distribution of solicitation opportunities:

- City of Madeira Beach website www.madeirabeachfl.gov
- Demand Star

INDEMNIFICATION AND INSURANCE

The City shall be held harmless for all claims, liability, losses, and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to negligent acts, error or omissions or Respondent employees and/or agents.

The Respondent agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered the City's exclusive remedy.

In the event the completion of a project awarded pursuant to this RFP (to include the work of others) is delayed or suspended because of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from all increased expenses resulting from such delay. It is agreed by the parties hereto that the Respondent/Vendor has received specific consideration under the agreement for this hold harmless/indemnification provision.

Subcontractors: Proposer shall require and verify all subcontractors maintain insurance, including workers' compensation insurance, subject to all the requirements stated herein prior to beginning work.

ASSURANCES

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City will apply.

DEVIATIONS FROM SPECIFICATIONS

Respondents shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the city.

NO COLLUSION

By offering a submission to this request, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

TERMINATION

The resulting contract may be canceled by the City when:

- a. 30-days for cause
- b. 90-days without cause

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- a. That the respondent acted in good faith in submitting the submittal.
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would create severe hardship upon the respondent.
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent.
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal.
- e. The respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The awarded firm shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The awarded firm shall also be responsible for compliance with all applicable codes, laws, and regulations.

PUBLIC RECORDS

Contractor acknowledges that it is acting on behalf of a public agency; this Agreement is subject to the provisions of §119.0701, Florida Statutes, and; that Contractor must comply with the public records laws of the State of Florida. Contractor shall:

- (1) Keep and maintain public records required by the public agency to perform the service.
- (2) Upon request from the public agency's custodian of public records, the Contractor shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided in this chapter or as otherwise provided by law.
- (3) The Contractor shall ensure that public records that are exempt or confidential and, therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
- (4) The Contractor shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and, therefore, exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

City of Madeira Beach

RFQ 23-0

- (5) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the custodian of public records for the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request. The Contractor must provide the records to the public agency or allow the records to be inspected, copied, or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.
- (6) If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- (7) A Contractor who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.
- (8) If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time, and.
 - b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
 - c. The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed in this contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (9) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.
- (10) 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:

City of Madeira Beach, Attn: City Clerk
Madeira Beach, FL 33708
727-391-9951, Ext. 231 or cvanblargan@madeirabeachfl.gov

PART A

ADDENDA: Any interpretations, corrections, or changes to this REQUEST FOR PROPOSAL will be made by addenda. Sole issuing authority shall be vested in the City of Madeira Beach’s City Manager’s Office. Addenda will be posted and available through the City notification methods shown above.

SUBMISSION: Firms responding must submit one (1) electronic copy (USB-PDF format) and five (5) copies. Proposals must be received on or before the Due Date and Time (local time) listed in the below RFQ Submittal Date and Time at the City Hall Lobby reception desk located at 300 Municipal Dr., Madeira Beach, Florida, 33708 or via email to rgomez@madeirabeachfl.gov. Proposals must be clearly marked “**Security Focused Information Technology Support and Consulting Services,**”

LATE PROPOSALS: Proposals received at the City of Madeira Beach City Hall after the Due Date and Time shall be considered non-responsive. It is the sole responsibility of Proposer to ensure its Proposal is received by the City by the Due Date and Time. The City is not responsible for the lateness due to weather conditions, delivery service, or any other reasons.

PROPOSAL OPENINGS: All Proposals submitted before the Due Date and Time shall be publicly opened by the City Manager at the City Hall Building, located at 300 Municipal Dr. Madeira Beach, FL on the day and time indicated..

SCHEDULE: A summary schedule of the major activities associated with this solicitation is presented below. The City, at its sole discretion, may modify this schedule as the City deems appropriate.

ACTIVITY	DATE
Advertisement for Proposal & RFQ Issued	Friday, June 9, 10 am
Questions Due	Wed, June 21, 2 pm
RFQ Submittal Date and Time	Fri, June 30, no later than 2:00 pm
Evaluation Committee Review	Thu, July 6 – Fri, July 7, time TBD
Selection/Recommendation to Commission for review	Wed, July 26, 6:00 pm
Commission to award contract	Wed, Aug 9, 6:00 pm

*Tentative and subject to change

MEETING LOCATIONS:

- **City Hall** - located at 300 Municipal Dr. Madeira Beach, FL 33708
- **POINT OF CONTACT:** For information concerning procedures for responding to this Request for Proposal, contact the City Manager via email at rgomez@madeirabeachfl.gov . Such contact shall be for clarification purposes only.

QUESTIONS: Each Proposer must examine this proposal, which incorporates all its addenda, instructions, special conditions, and attachments to determine if the requirements are clearly stated. All questions concerning this proposal, such as discrepancies, omissions and exceptions to any term or condition of the REQUEST FOR PROPOSAL documents, including the Sample Agreement, should be submitted in writing. Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the schedule.

EVALUATION AND SELECTION OF CONSULTANT

A City review team will evaluate each firm's submission based upon the criteria stated in this Request for Qualifications and the ability to execute the services. The top firms *may* be invited to make oral presentations of their proposals to the evaluation team. Following the evaluation process, the team will then select the firms that the city considers most qualified. The successful Firm(s) will be requested to enter negotiations to produce a contract for this assignment. The City reserves the right to negotiate modifications to Statements of Qualifications that it deems acceptable. The City reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient.

Firms will be evaluated in accordance with the weighted criteria listed below. All criteria will be graded on a 1-5 scale, with 1 being the lowest score possible and 5 being the highest score. Criteria will also be weighted based upon each individual reviewer's determination of level of importance. Criteria will be weighted on a 1-10 scale, with 1 being not as important and 10 being the most important criteria.

Selection Criteria are as follows:

- Qualifications, staffing, reputation
- Understanding of the scope of services/work
- Demonstrated ability to meet requirements
- Experience and expertise
- Client/end user satisfaction
- Quality Assurance Control Program/Policy
- Location of Firm/proximity and response time

PART B:

PURPOSE:

Identify and select a qualified security focused information technology support and services company/firm. Selected companies for interview must demonstrate qualifications, experience, and abilities to perform the scope of work detailed in this document. If chosen, the anticipated contract term/period is five (5) years and the City reserves the right to offer or deny an additional renewal option. A selection committee will review and grade responses to this RFQ.

BACKGROUND:

The City of Madeira Beach does NOT have an Information Technology/Management (IT/IM) Department and is currently uses an outside firm to provide all maintenance, support, and IT related services and functions as needed for all City users. The City of Madeira Beach offers various municipal services including Fire, Public Works, Recreation, Administration, Marine, Community Development, Building, and Code Enforcement. There are two (2) main servers at City Hall and the Marine building with various supporting hardware in addition to over 50 desktop and laptop computers located in 4 buildings. All will need to be covered under the service and support agreement.

SCOPE OF SERVICES:

The city is in search of a company that will provide and serve the internal role of an integral IT department that will provide a better scope of coverage than an internal one. The services scope should incorporate the following:

- Initial Assessment/IT Lifecycle Planning
 - Establish minimum hardware specifications
 - Audit and assess all hardware and software
 - Determine necessary (EOL) end of life for all hardware and software
 - Establish a suggested hardware/software replacement plan
 - Create a list of priorities that could create largest technology issues

- Global Support
 - 8 am to 5 pm EST, Monday – Friday
 - An allowance for emergency (Mission Critical) after hours
 - Remote support, and onsite support escalation, if necessary
 - Monitoring of Network 24 x 7 x 365 and reporting issues, suggesting actions
 - Maintain inventory and provide real time status of IT hardware & software
 - Responsible for IT onboarding and offboarding of City employees
 - Proven experience with the supporting the operational requirements of municipalities
 - Provide real time ability to view status of current issues

- Cybersecurity
 - Incident Response Team familiar with large scale responses
 - Business Resumption Team familiar with large scale responses
 - Incident response plan
 - Disaster response plan
 - Business resumption plan
 - Fractional CISO that assists in design of comprehensive security program
 - Network segmentation based on best practices
 - Up to date on threat actor tactics, techniques, and procedures (TTPs)
 - Access control review
 - Vulnerability scanning and management
 - Routine security assessments

- Gateway security management and monitoring
- MDR with 24/7/365 SOC
- Application whitelisting
- Adherence to Zero Trust security model
- Dark web scanning of city owned domains
- Local and cloud immutable backups with multiple geographically dispersed datacenters
- Microsoft 365 backup, encryption, archiving, and security
- Third party email filtering and security
- Security awareness training with email phishing campaign management
- Secure online password manager with mobile application
- Securely encrypt all city administrative technology passwords
- Educate end users on applicable threats and trends
- Maintain patch management on operating systems and other equipment as applicable
- Relevant security certifications, experience, and education preferred
- Proven experience with unique security requirements of municipalities

- Hardware and Application Support
- City understands that all third-party software must be covered under a software maintenance agreement
- IT Company will assist with the scheduling and installing of updates on third party software
- Troubleshoot local desktop and server applications
- Handle installation of physical hardware of workstations, servers, and network equipment
- Establish incident / request response level and estimated resolution times
- Provide failover/BDR capability and support for core infrastructure
- Advanced experience supporting M365 suite of tools and products

- Network and Server Management
 - Update and make any configuration changes as necessary
 - Assist with the installation of any new application or appliances on the network
 - Maintain networks segmentation, including Guest wi-fi, city network; and ensure adequate security measures in place
 - Monitor active utilization of network and capacities to ensure necessary uptime and future planning
 - Regular onsite review and maintenance of infrastructure

- Vendor Management
 - Managing and leading relationships with any other software/technology vendors utilized by the City of Madeira Beach
 - Engage vendor with any hardware/software issues to obtain resolution
 - Schedule repairs of any vendor hardware/software

- Consulting
 - Gain understanding of the City of Madeira Beach's business objectives and work to create an IT plan

- Regularly scheduled CIO level discussions to help guide the IT strategy to ensure it aligns with current and future city objectives and goals
- Build a technology budget and manage the IT budget throughout the fiscal year
- Consistently search for better tools and processes the City could leverage and technology to improve productivity
- Proven experience providing executive consulting to municipal governing structures

Proposers are requested to provide proposals including but not limited to the items listed above. Proposals will be evaluated by responsiveness to request and overall pricing for repairs/upgrades.

**PART C:
PROPOSAL RESPONSE REQUIREMENTS**

1. Prepare a brief introduction including a general demonstration of understanding of the scope and complexity of the required work as well as:

Company Name: _____

Address: _____

Phone #: _____

Email Address: _____

Name of Authorized Representative: _____

2. Description of how the firm is positioned to provide the services requested, with a history of experience of providing similar services.
3. Naming of staff resources, with identification of key personnel and their credentials/certifications; who are available to provide the services; experience and expertise of staff; local availability of staff is an important consideration; role and responsibilities of each staff member assigned to the City of Madeira Beach.
4. Support service questions to be addressed:
 - a. Help desk description
 - b. Support availability (days of week and times)
 - c. Structure of charges for support
 - d. Steps for resolving problem escalation
 - e. Final authority regarding conflicts
 - f. Response time and goal for resolving problems

- 5. Explanation of any contract termination for default or other incident in the past five years. Termination for default defined as notice to stop services for non-performance of poor performance, and whether the issue was either litigated or not litigated.
- 6. Scope of services beyond the RFQ that the firm provides which may be of interest to the City.
- 7. Proposal summary, including why the firm is pursuing the work and how it is uniquely qualified to perform the services.

8. References:

(A) Name of Entity: _____
 Nature of Services Provided: _____

Contact Name: _____
 Contact Phone Number: _____

(B) Name of Entity: _____
 Nature of Services Provided: _____

Contact Name: _____
 Contact Phone Number: _____

(C) Name of Entity: _____
 Nature of Services Provided: _____

Contact Name: _____
 Contact Phone Number: _____

COMPLIANCE WITH ALL APPLICABLE LAWS

Respondents shall comply with all applicable local, state, and federal laws and codes.

ATTACHMENTS

Drug Free Workplace Certification CONSULTANT shall include a signed and completed Drug Free Workplace Certification, attached hereto as Exhibit B.

DRUG FREE WORKPLACE CERTIFICATION.

SWORN STATEMENT ON DRUG FREE WORKPLACES

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 _____

[print individual's name and title]

_____ for _____

[print name of entity submitting sworn statement]

whose business address is: _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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.

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.

Signature: _____
 Title: _____
 Company: _____

NOTARY PUBLIC

STATE OF FLORIDA

CITY OF _____

Sworn to and subscribed before me this _____ day of _____ 2023

by _____ who is

personally known to me OR Produced identification

_____ [type of identification]

My commission expires _____

Notary Public Signature
 [Print, type or stamp Commissioned name of Notary Pu

Requests for Additional Information

Questions or requests for additional information should be directed to City Manager, Robin I. Gomez at rgomez@madeirabeachfl.gov.

Signature of Proposer's Agent

Title

Printed Name

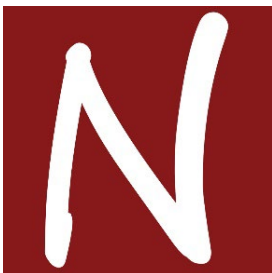
Date



City of Madeira Beach Request for Qualifications #2023-07

Security Focused Information Technology Support and Consulting Services

June 28th, 2023



Network People, Inc.

13075 US Highway 19 N, Clearwater, FL 33764

727-446-4564

Hunt Brand

H.Brand@NetworkPeople.com



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1. Introduction

Network People specializes in providing a full range of IT management, security, and project work for municipalities. Our strategic objective is to be one of the top IT support companies for municipalities in the state of Florida. For purposes of the City of Madeira Beach, our past performance over the last 9 1/2 years has enabled us to understand with detailed knowledge and personal experience the needs of the city. Network People knows the staff, the equipment, and the specific needs and challenges—the documented history—around the physical structure and components and decisions made. Knowing this history is extremely valuable when making recommendations for future needs or for troubleshooting. It has been a pleasure to serve the City of Madeira Beach for the last decade.

Network People has also served the Town of Belleair for the last 14 years. It is the best comparison for what we believe will be the right approach for this Request for Qualifications #2023-07.

Network People has been managing IT for organizations in Central Florida since 1996. We currently service more than 65 of these organizations on a monthly basis managing their IT, technology strategy, security, vendors, procurement, projects, and delivery and support of all technology related equipment.

Firm Information

Company Name: Network People Inc.
Address: 13075 US Hwy 19 N, Clearwater, FL 33764
Phone #: 727-446-4564
Email Address: H.Brand@NetworkPeople.com
Name of Authorized Representative: Hunt Brand, COO



2. Positioned to Provide the Services Requested

Business Description and Position

Network People is a full-service IT Service Provider offering IT Management, Cyber Security Remediation and Prevention, and Project Management services for the last 27 years in the Tampa Bay area. We have over 14 years of experience in the public sector partnering with municipalities and law enforcement, so we understand how cities work and the complexities that exist in their environments.

Network People is a Woman Owned Small Business with the majority ownership held by CEO, Kelly Freeman. Our administrative offices moved seven years ago (from Largo to our current location in Clearwater near the corner of US Highway 19 and Ulmerton) to accommodate the growing team and technology solutions.

Network People understands the importance of attracting and keeping good talent. The organization has experienced compounding double digit growth the last 11 years (Covid year being the only exception) and has successfully served clients in the Tampa Bay area and beyond for 27 years since owners/founders Kelly & Nate Freeman started Network People. The current customer satisfaction score is 98%. Success is not an accident. It requires excellent people who are the right culture fit who are dynamite communicators, love computers, and love to learn. But people are only as good as the training and systems that support them. The secret sauce at Network People is bullet proof systems and detailed training the holds people accountable for their best performance. Great people beget more great people. A team of 19 including an in-house human resources expert enables the right growth and a constant pipeline of new and experienced talent. High level technicians and engineers need more than just a good company and good pay to stick around. They want to know they are making a difference. At Network People, that difference comes from helping our clients use technology efficiently and effectively. They are doing this in a challenging high-tech environment where they are working side-by-side smart people who push each other to learn and grow professionally.

Network People helps clients with the following:

Managing IT

Network People understands organizations have enough on their plate to run operations and service their constituents without having to be IT experts as well. Knowing how to fix computers efficiently and effectively with the latest industry knowledge and according to current standards and keeping up with the

changes to technology and standards is a full-time job. Knowing how to service servers, configure them in the correct manner, make effective use of GPOs (Group Policy Objects), secure the client data so that the right employees have access to the right information and the wrong people do not, is a full-time job. It is no longer enough to simply configure and fix computers systems like could be done a decade ago. Now, proper IT management requires using sophisticated tools that manage, detect, alert, respond, document, and secure the entire network.

Understanding which tool is the right one to use and knowing how to configure and monitor those tools in the correct fashion is a full-time job. Network People uses over 35 manufactures of tools from MDR Anti-Virus tools to enterprise class document management tools to sophisticated scripting and updating tools. Keeping these installed, updated, and configured correctly while meeting the latest compliance is a full-time job. It is for these reasons and more that we vehemently believe at Network People that no organization can do a quality and effective and safe job of managing their own IT. We call our service ACTIVE-IT.

Network People actively manages over 4000 endpoints with a staff of 19 people. Our size gives us the deep bench of team members to effectively manage our customers with a personal touch and friendly relationship with people you know and trust. Bigger IT companies become an impersonal corporate machine that centralizes all support and loses the personal touch and quality. Smaller IT companies don't have the number of staff to provide diversified skillsets and redundancy to get the job done. Our approach for IT management is to help the organization predict their needs, advise on how to handle those needs, manage the day-to-day of maintenance and helpdesk and troubleshooting, and preemptively fix issues when possible before they cause interruption to the client. We have experience with nearly half of our staff having over a decade of experience that helps us to push one another towards a better delivery, bounce questions off one another, and ultimately train new team members to execute the same.

When a persistent issue is identified, our management of IT allows us to fix the problem right the first time and under the agreement so there is no extra cost. That way, the goals of both organizations are aligned. Our clients want problems fixed fast and right the first time, so they aren't inconvenienced. Our organization wants the same so that we have happy clients and can move on to helping them with security, projects, and strategy.

Cyber Security Incident Response and Breach Remediation:

Our Security Division provides Managed Security services to companies in Florida and North America. Our Security Incident Response team, which responds to cyber security breaches, has significant experience working on large scale cases throughout North America and partners with clients of Lloyds of London.

Managing Security

The full Active-IT managed security service that Network People will be delivering in this proposal comes with the approach that each organization needs cyber security specialists who know what to look for and how to interpret the information once they find it. Network People Security Operations engineers have been contracted to conduct, and have successfully performed, incident response work for clients with as few as a handful of devices to hundreds of servers and thousands of workstations and accounts.

Through our incident response work we have assisted small businesses up through large multinational corporations, with a myriad of others in between, to recover and resume business after having experienced a "cyber incident". We have a proven track record in quickly and efficiently handling incidents from business email compromise through full-scale ransomware. Many IT security firms can produce an exhaustive list of alerts and security protocols for their clients. This list is meaningless without the skilled expertise to vet the list according to the most important issues and ability to respond to those issues in a very short amount of time. Network People has crafted a system of alerting and detecting that produces the best usable information so that our team of security experts are able to respond to threats immediately. If there is a zero-day threat, our team is on it that morning and scripting custom tools to deliver the preventative measures immediately to all client machines and servers with instantaneous delivery from the time we dispatch. Our security team is also able to review each client with managed security on a monthly basis and look at their unique needs compared to the threat landscape and make strategic suggestions to prevent issues or meet better compliance.

Network People has been awarded some of the top cyber security incident response cases in the nation for a company of our size with Lloyds of London using Network People as one of their top contracted companies to refer cases to. In 2022, Network People remediated 13 ransomware cases (majority of which had a ransom of over 6 figures) across the nation. The complexity varied from a 13,000-node school district to a case of 400+ law firms in North America all encrypted where the remediation was led by Network People.

Providing Strategic Leadership:

Network People has invested in high level leadership to help organizations navigate complex decisions. Clients with an Active-IT agreement can schedule specific meetings with our CIO, CISO, Security Manager, Director of Service, Marketing Manager, and President to get strategic advice and guidance. This resource is included in the agreement. Network People also schedules proactive periodic meetings with clients to provide a meeting rhythm to deliver technical expertise from our leadership team as well as get feedback from the client and provide reports on technology and guidance.

At times, clients need specific help for a project and invest in a fractional time with our CIO or CISO for services like undergoing a compliance study, reviewing a risk report, designing a process or system to solve a business need. This enables access to decades of experience to provide guidance without the cost of finding, hiring, training, and maintaining an employee or contractor.

Delivering Project Work and Project Management

The project team at Network People conducts technology assessments and/or paid discoveries for organizations to determine the best approach to solve problems or deliver new innovations. Often the Network People team is asked by an organization, "Can we do this?" Yet our team is concerned with not just can something be done but should it be done. Once a discovery is complete, the project team will engineer the solution, procure the right equipment, implement and configure, train the staff, and manage the project throughout that process. Projects vary from a simple office move to a migration from on-premises servers to cloud servers to a buildout of new database technologies.

Managing Vendors

We consistently find that organizations struggle with their technology vendors. They are told confusing facts or fed misrepresentations and since they don't speak the "tech lingo" are taken advantage of by 3rd party vendors. Vendors can be confusing and difficult to work with or they blame your computer, your user, your office, your network . . . clients tell us it feels like they blame anything and everything if it's not that vendor's fault. This is frustrating. In addition, companies are paying too high a price for the vendors yet don't know this because they don't have an easy way to compare with other companies. When Network People is managing with an Active-IT agreement, we view this as a partnership where our responsibility is to provide the best service and take responsibility for delivering clients the best information, weeding through the confusion, to enable you to make the best decision. Network People partners with clients to take responsibility, maintain professional relations with vendors, and get the problem solved. We are "on the same team" as our clients to get the job done.

Managing Procurement

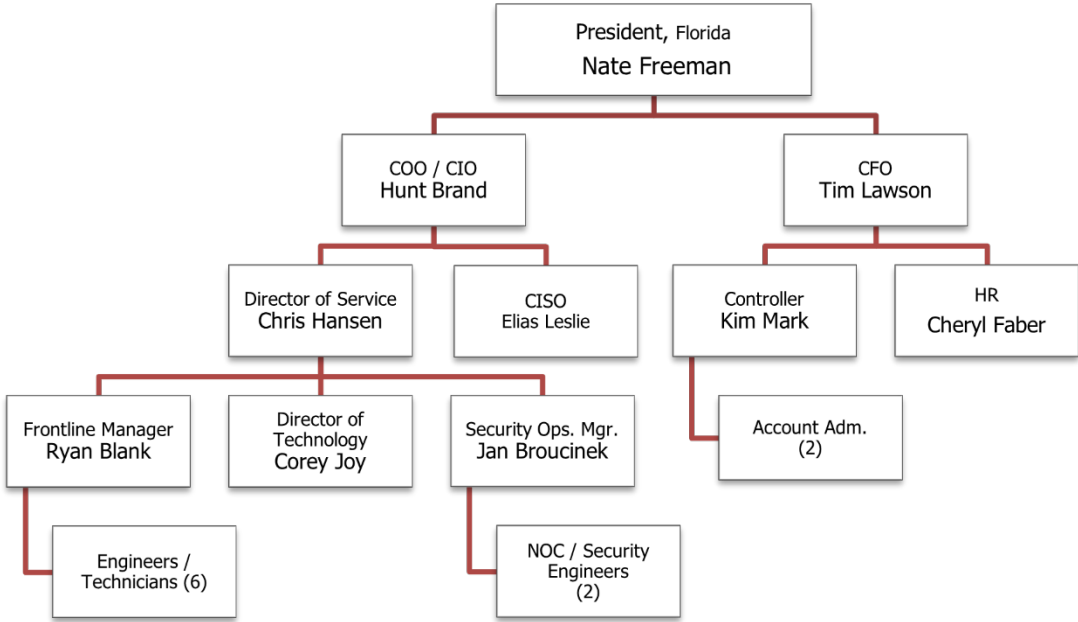
Network People has a department dedicated to identifying the right technological equipment to fulfill the requirement. Procurement will work with technical engineers to make sure the parts will be the right fit, then source the parts at the best negotiated price using our high-volume discounts, receive the parts, register the warranties, and deliver to your organization when our team has assembled and configured the solution. Procurement can be as simple as sourcing a monitor or computer or as complex as sourcing an off-premises data center with full redundancy. Finding the right part at the right price with the proper configuration is not easy and one mistake can leave the organization stuck with equipment that is not fit for the solution. This happens surprisingly often, and we know this because of the problematic technology we've inherited with new clients. All of the procurement process takes time and money. When a vendor ships the wrong part or delivers the wrong warranty, it costs the organization. Network People's aim is to get the right technology at the best price and do this as a value-add service to our clients, so they don't have to mess with it.



3. Key Staff Resources and Experience

Our team includes 19 FTE located in Pinellas, Hillsborough, and Pasco County. Our office is 11 miles from City of Madeira Beach City Hall.

Key Personnel Organizational Chart



Personnel Biographies



Nate Freeman, President

27 years at Network People – 29 years of Technology Leadership

Responsibilities: Co-owner and founder, Nate Freeman, built Network People from the ground up. He is the sales team manager, works with clients, and leads the company.

Education/Certifications:

- Leader in Evolve Owner's peer group (2011-present)
- CIO Leadership Training (2021)
- Cybersecurity Fundamentals (2020)
- CISSP (2015)
- CNA (2005)
- MCSE (1997)
- B.S., Business Economics – Willamette Univ. (1992)



Hunt Brand, Chief Operating Officer

5 years at Network People – 31 years of Technology Leadership

Responsibilities: Oversees daily operations of IT Management and Security Division.

Experience ranges from large scale digital signage systems to highly regulated high volume international IT solutions for multinational financial operations.

Experience:

- Senior Leadership
 - Digital Network Systems, Outcome Health/Accent Health
 - Franklin Templeton
 - Precision Systems
- Principal Consulting: Origin Technology, Neal Laboratories, Inc. (for Chemical Bank)
- Mayor, City of Belleair Bluffs

Education/Certifications:

- B.S., Computer Systems - Florida Atlantic University (1984)
- Cybersecurity Fundamentals for Engineers - ConnectWise (April 2020)
- Member in Evolve Owner's peer group (2021-present)



Tim Lawson, Chief Financial Officer

1 year at Network People – 31 years of experience (CFO, COO, Vice President, Controller, Operations Manager, VP of Sales & Service)

Responsibilities: Contracts, Financials, Advisor to the Board

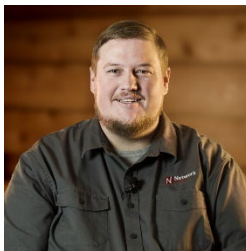
Tim is past CFO of two technology companies FoxGuard Solutions, Inc. and Qualtrax, Inc. Prior to becoming Chief Financial Officer, he served in various leadership roles including: Vice President/Controller, Purchasing and Quality Manager, Operations Manager, Vice President of Sales and Service, and Vice President of Operations. Mr. Lawson was named CFO of the Year by Virginia Business Magazine in 2006. From 2006 until divestiture, both companies experienced significant growth in both the top and bottom lines. Currently CFO for Network People, Inc.

Experience:

- Past CFO of FoxGuard Solutions, Inc.
- Past CFO of Qualtrax, Inc.

Education/Certifications:

- BS in Marketing Management
- MBA from Virginia Tech



Chris Hansen, President

11 years at Network People – 11 years of IT and Technology Leadership

Responsibilities & Areas of Expertise: Directs and manages service team and ticket resolution; Identifies correct technical solutions for client tickets. Chris has extensive experience in the areas of networking, Windows Server and Desktop support, and Backup/Disaster Recovery. He primarily works with supporting customers directly with service issues and assisting other team members in technical training.

Experience:

- Current Service Manager, Network People
- Service Team Lead, Network People
- Engineer, Network People
- Project Manager, Network People
- Technician, Network People
- Member of ConnectWise Evolve Service Executive peer group program.



Elias Leslie, Chief Information Security Officer

16 years at Network People – 20 years of IT and Technology Leadership

Responsibilities & Areas of Expertise: Elias oversees our Security Division. Advises clients on IT security planning and strategy; Offensive and defensive security; Leads Incident Response Management; Forensics; Programming; Database Design and Admin; Security solution research and development; Automation Design and Admin; Linux and Window; Virtual /Cloud Architecture and Management.

Experience:

- Director of IT Security
- Director of IT
- IT Engineer
- IT Specialist

Certifications:

- OSCP; CCNA; GSEC; MCP; A+; IPTX; Citrix XenAPP; SonicWall; Datto



Corey Joy, Director of Technology

18 years at Network People – 22 years of IT and Technology Leadership

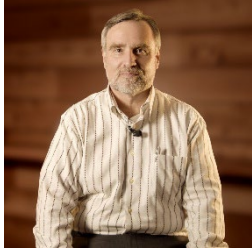
Responsibilities & Areas of Expertise: Leads infrastructure roll outs. Handles level 3 escalations from Service Team. The Director of Technology works with clients to help them strategically think through their IT infrastructure, so that IT becomes a driving force to grow the company.

Experience:

- Senior Engineer, Network People
- Network Engineer, Law Office Technology
- IT Specialist, Xray Duplication Company

Education/Certifications:

- MCSE; MCSA; CISSP Certifications
- Ongoing CE hours to maintain certifications
- B.S., Church Ministries - Liberty University (1992)



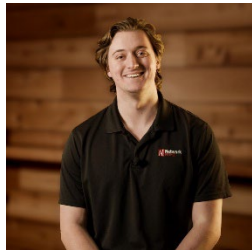
Jan Broucinek, Security Operations Manager

2 years at Network People – 30 years of IT and Technology Leadership

Responsibilities & Areas of Expertise: Jan manages our Network and Security Operations Centers. He guides and manages the teams and oversees Incident Response cases. He is a dedicated professional with experience in nearly every aspect of computing.

Experience:

- Infrastructure/Telecom Manager, Arthur Rutenberg Homes
- System Operator/Computer Technician, Arthur Rutenberg Homes
- Network Coordinator, Corning Clinical Laboratories
- Computer Support Technician



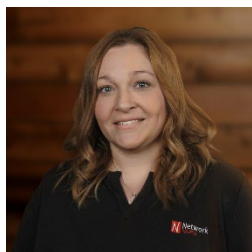
Ryan Blank, Frontline Manager

8 years at Network People – 8 years of Experience

Responsibilities & Areas of Expertise: Ryan manages the Frontline support team. He ensures the client service tickets are processed and getting to the right technician or engineer. He has a broad understanding of our clients on both a micro and macro level which allows him to provide the service needed to resolve issues.

Experience:

- Service Supervisor, Network People
- Service Dispatcher, Network People
- ConnectWise Evolve Peer Groups



Kim Mark, Controller

16 years at Network People – 16 years of IT Accounting and Purchasing

Responsibilities & Areas of Expertise: Work with clients and vendors on procurement; Microsoft Licensing; Account Management; A/R; A/P.

Experience:

- Accounting and Purchasing Manager



4. Support Services

a. Help desk description

With one call, Network People clients have a familiar face to help with their IT needs. Requests can be received via phone to the help desk support line or via email to ticket@networkpeople.com. Clients receive remote and onsite support which may include weekly onsite visits. When dealing with critical issues, clients will have an experienced engineer looking at their issue within 15 minutes. When called, Network People promises a human will answer and an on-call engineer will address your issues.

b. Support availability (days of week and times)

Network People provides helpdesk support Monday – Friday between 8am – 5pm. After hours support times are: Monday—Friday from 5:00 PM to 12:00 midnight. Sat/Sun 7:00AM-Midnight. An on-call engineer can be reached through our Helpdesk line for any afterhours emergencies.

c. Structure of charges for support

The service agreement defines the normal monthly IT support services provided. Work outside the scope of the agreement will be billed at the rate stated under the "Service Response and Rates" section of the agreement. Out of scope work includes but is not excluded to onboarding new sites, projects to implement or remove technology systems or infrastructure, troubleshooting, diagnosing, fixing, configuring of computers, mobile devices, or servers/printers/NOC equipment that is not itemized and paid for under the support agreement.

d. Steps for resolving problem escalation

Network People uses 3 ticket priorities: Critical, High Priority, & Tier 1. Working with the client, we use an Impact & Urgency matrix in order to appropriately determine the correct priority of each ticket. Impact represents the severity of an issue, while Urgency represents the number of users affected.

e. Final authority regarding conflicts

Conflict regarding projects or tickets for the organization are resolved by the Network People service leaders meeting with the organization for a transparent conversation about what was expected and what is needed to resolve the issue. Our Service Supervisor will advise on context around any technical issues, our Director of Service will advise on prioritization and selection of resources, our COO will make the final call for Network People in solving the issue in way that is realistic and in alignment with the capabilities of the technology and also meets the requirements of the organization.

f. Response time and goal for resolving problems

Network People holds itself to a high standard for resolution time within SLA (Service Level Agreement). The response time and goals for each tier of SLA for Network People are listed below.

SLA: Response Time (Priority) for Service Requests are as follows:

Critical: Server or Network Down – 15 min (Respond) / 4 hr (Solve)

High Priority: Computer or AV down – 1 hr (Respond) / 6 hr (Solve)

Tier 1: Workstation issue or Printer down- 1 hr (Respond) / 32 hr (Solve)

After Hours: 4hr (Respond) / 16 hr (Solve)



5. Explanation of any Contract Terminations

Network People has had no contract terminations for default or non-performance or poor performance.

6. Scope of Work Beyond RFQ

Consulting:

In addition to our executive consulting, the firm offers a range of additional consulting capabilities which include executive coaching, security, process re-engineering and workflow / process automation. Network People team members possess a diverse range of skillsets with years of expertise. For example, team members have been recognized for expertise in areas as varied as ADA Compliance, Point of Care, Digital Signage, Cyber Security Audits, Team Building, and Business Management.

Advanced Managed Security:

Network People offers a comprehensive security defense plan with persistent threat protection against cybercriminals who are always learning and creating new ways to breach organizations. If you want to protect your organization, you need a Cyber Security team on your side that is just as creative and knowledgeable managing your security defense.

- Ongoing scanning and monitoring of your IT system for vulnerabilities using state-of-the-art security tools that detect if you've been compromised.
- When new or greater risks are identified, we alert you and give a review and recommendation for next steps.
- Access to our team of security experts and engineers. They have significant experience managing live attacks from cybercriminals and security incident responses.
- If you are breached, you receive senior level remediation, direction, and coaching for your internal IT team.
- Executive level CISO consulting for your organization: Someone to prioritize your risks, so you know what to work on next.

Incident Response / Cyber Breach Remediation:

Our Incident response team handles the entire process of recovery from a cyber event. Our goal is to make sure your business and team members are up and running as securely and as quickly as possible.

Fractional C-Level Consulting:

Experienced C-level leaders who work with your leaders to problem solve and plan for growth and change. Your consultant operates as a functional part of your leadership team, offering strategic and operational guidance.

- A CIO and CTO that helps you align your business goals with your IT strategy.
- Access to a CISO who advises on the most efficient and effective way to proceed when making decisions about cyber security.
- CISO consulting during an incident response or a security crisis. (Managed Security)

7. Proposal Summary

Unique Qualifications

Network People has managed IT services for the City of Madeira Beach for the past 9 ½ years. We have detailed knowledge and personal experience of the needs of the city. Network People knows the staff, understands the equipment, has documented the history of specific needs and challenges around the physical structure and components there-in. Knowing this history is extremely valuable when making recommendations for future needs or for troubleshooting. It has been a pleasure to serve the City of Madeira Beach for the last decade.

Network People has managed the IT services of The Town of Belleair for 14 years and the Pasco County Economic Development Council for 26 years.

Network People maintains average customer satisfaction scores above 97% the last 8 years and a 5-star rating on google.

Network People has over 14 years of experience in public sector and law enforcement agency support with 4 CJIS certified engineers.

Since our strategic objective is to be one of the top IT management and support companies for municipalities in the state of Florida, we look forward to continuing to partner with The City of Madeira Beach for their IT needs.

Summary of Services Provided with Active IT Managed Services Agreement:

1. Unlimited User Support, Helpdesk, & Management
2. Cyber Security Training and Phishing Training
3. Virtual Server Support
4. Managed Environment including Client Dashboard, Managed Firewall, Documentation Mgmt., Server Room Mgmt.
5. Remote Device Management
6. 3rd Party Application Update System
7. Managed Endpoint SOC Protection
8. Advanced Security Monitoring
9. Privileged Access Management
10. Email Security Filtering for Business with Encryption
11. Managed Security
12. CIO and CISO Strategic Management and Scheduled Progress Meetings

(See detailed description of deliverables at <https://www.networkpeople.com/service-descriptions/>)

Outcomes Delivered to Client with Active IT Managed Services Agreement:

IT Management and Cyber Security Divisions provide comprehensive IT and cyber security services which include the range of capability and experience listed here:

- Environment Assessment
 - Review all hardware and applications in use and determine end of life
 - Establish a technology refresh plan with focus on technology risk areas

- IT Support
 - Proven experience with supporting the operational requirements of municipalities
 - Provide 8 am to 5 pm EST, Monday – Friday with after-hours support available.
 - Support staff available remotely and onsite on regular basis to support and review infrastructure
 - Network monitoring 24 x 7 x 365
 - Client dashboard provides inventory information and real time status of open issues
 - Assist with the scheduling and installing of updates on third party software
 - Troubleshoot local desktop and server applications
 - Handle installation of physical hardware of workstations, servers, and network equipment
 - Establish incident / request response level and estimated resolution times
 - Provide failover/BDR capability and support for core infrastructure
 - Advanced experience supporting M365 suite of tools and products

- Cybersecurity
 - CISO directed security review and planning with proven experience with unique security requirements of municipalities
 - Cyber Incident Response team with relevant security certs and actual experience with large scale business resumption responses who remain up to date on threat actor tactics
 - Business Resilience (IR, DR, and Business resumption planning)
 - Define and plan security best practices which may include: Network segmentation including guest Wi-Fi; access control; application allowlist; vulnerability scans, security assessments; zero trust; security awareness training with phishing campaigns; Gateway security; Secure online password manager; Dark web scanning of city owned domains;
 - MDR with 24/7/365 SOC
 - Securely encrypt all city administrative technology passwords
 - Maintain patch management on operating systems and other equipment as applicable
 - Cyber Security & Phishing Training and 3rd party email filtering and security
 - Backups: Local and cloud immutable backups with multiple geographically dispersed datacenters; Microsoft 365 backup, encryption, archiving, and security

- Network and Server Management
 - Maintain network and server configurations
 - Provide support for new software or hardware installation on network
 - Monitor network utilization to ensure proper uptime and plan capacity for growth

- Vendor Management
 - Manage and maintain leadership position with technology vendors utilized by the City of Madeira Beach to assist with proper operation and issue resolution

- Consulting
 - Create technology roadmap to meet City of Madeira Beach’s business objectives
 - Proven experience providing executive consulting to municipalities
 - Hold regular CIO level meetings to guide the IT strategy and alignment with city objectives, build and manage IT budgets, evaluate technology and processes of the City, and recommend approaches to leverage and improve productivity

8. References



Town of Belleair – Local Government

(A) Name of Entity: Town of Belleair

Nature of Services Provided: Managed Active-IT Service & Security Services

Contact Name: Kathrine Bleakly

Contact Phone Number: 727-588-3769



PASCO EDC
NORTH TAMPA BAY, FLORIDA

PASCO Economic Development Council – Economic Development Organization

(B) Name of Entity: PASCO Economic Development Council

Nature of Services Provided: Managed Active-IT Service

Contact Name: Suzanne Renczkowski

Contact Phone Number: 813-926-0827



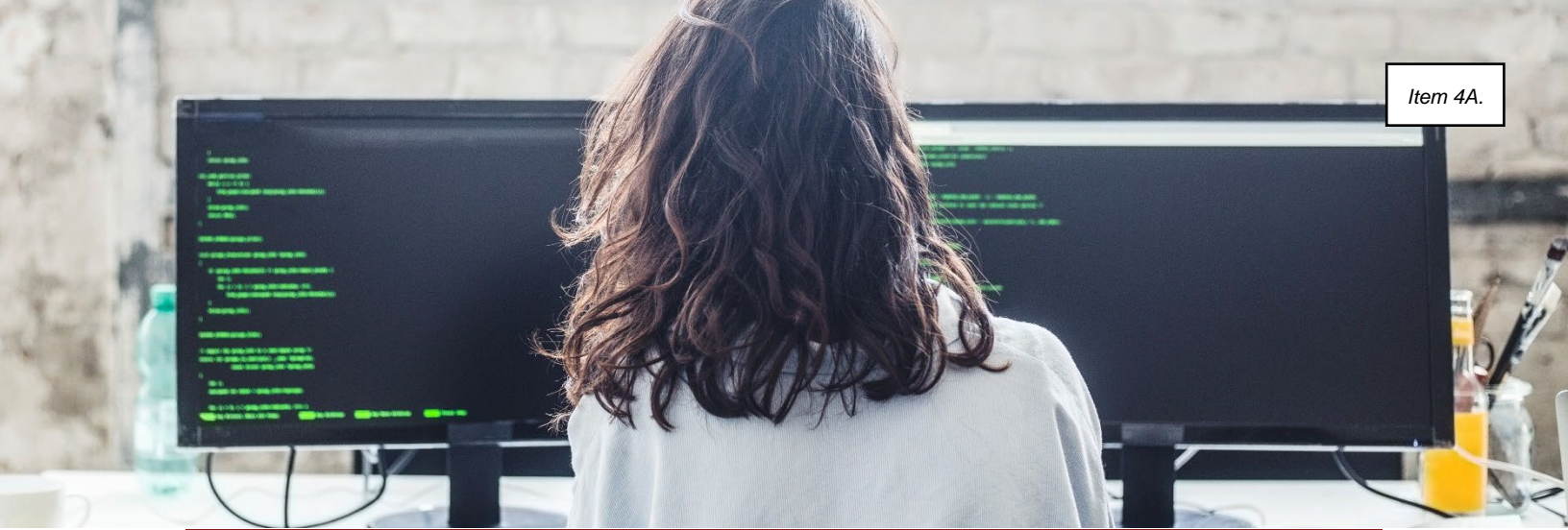
Wannemacher Jensen Architects

(C) Name of Entity: Wannemacher Jensen Architects

Nature of Services Provided: Managed Active-IT Service & Security Services

Contact Name: Jason Jensen

Contact Phone Number: 727-822-5566



Compliance With Applicable Laws

Network People complies with all applicable local, state, and federal laws and codes.

ATTACHMENTS

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 Hunt Brand, COO
[print individual's name and title]

_____ for NETWORK PEOPLE INC.
[print name of entity submitting sworn statement]

whose business address is: 13075 US HWY 19 N, Clearwater, FL 33764 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3364083 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

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.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS

City of Madeira Beach

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.

Signature: [Handwritten Signature]
 Title: COO
 Company: NETWORK PEOPLE INC.
NOTARY PUBLIC

STATE OF FLORIDA

CITY OF Clearwater

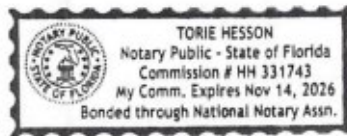
Sworn to and subscribed before me this 23rd June day of 2023

by Hunt Brand who is

personally known to me OR Produced identification
FL DL [type of identification]

My commission expires 11/14/26

Notary Public Signature Torie Hesson
 [Print, type or stamp Commissioned name of Notary Pu



City of Madeira Beach

Evaluation and Selection 1-5 (1 being the lowest)

Selection Criteria	1-5 Scale
Qualifications, staffing, reputation	
Understanding of the scope of services/work	
Demonstrated ability to meet requirements	
Experience and expertise, municipal clients	
Client/end user satisfaction	
Quality assurance control progrma and policies	
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government engagements	
Respondent demonstrates understanding of the city of Madeira Beach business operations	
Location of firm and response time	
Total	

NOTES:

Network
People

RFQ 2023-07

10-5-23

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Item 4A.

Evaluation and Selection 1-5 (1 being the lowest)

Selection Criteria	1-5 Scale
Qualifications, staffing, reputation	5
Understanding of the scope of services/work	5
Demonstrated ability to meet requirements	4
Experience and expertise, municipal clients	4
Client/end user satisfaction	4
Quality assurance control program and policies	3
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government engagements	4
Respondent demonstrates understanding of the city of Madeira Beach business operations	5
Location of firm and response time	5
Total	39

NOTES:

- In Up the street South of CLK
- 2 cities
- met requirements
- lots of experience - diverse IT backgrounds
- security focus
- has law enforcement agency support if needed
- '96

Inter Dev

RFQ 2023-07

10.5.23

Item 4A.

Rz

Evaluation and Selection 1-5 (1 being the lowest)

Selection Criteria	1-5 Scale
Qualifications, staffing, reputation	5
Understanding of the scope of services/work	5
Demonstrated ability to meet requirements	4
Experience and expertise, municipal clients	4
Client/end user satisfaction	3
Quality assurance control progma and policies	3
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government engagements	3
Respondent demonstrates understanding of the city of Madeira Beach business operations	3
Location of firm and response time ?	2
Total	32

NOTES:

- well qualified
- detailed scope of services - good network & security
- GA clients & location of firm
- various smaller cities
- good to present?

Pg 3 of 16

Robin I Gomez

10-5-23

RFQ 2023-07

Item 4A.

UDT

Evaluation and Selection 1-5 (1 being the lowest)

Selection Criteria	1-5 Scale
Qualifications, staffing, reputation	5
Understanding of the scope of services/work	4
Demonstrated ability to meet requirements	4
Experience and expertise, municipal clients	4 3
Client/end user satisfaction	3 2
Quality assurance control program and policies	4 3
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government engagements	3 2
Respondent demonstrates understanding of the city of Madeira Beach business operations	3
Location of firm and response time	4
Total	30

NOTES:

Overall quite good - very qualified + experienced
 \$15,717.00 / month → security 1,708.33 / month
 3 yr

- larger clients - City of Miami - Lee County
 Orange County
 - Miramar FL
 '95

← attendees' list
 1. Robin I Gomez
 2. Marci Forbes
 3. Tom Roeder
 4. Hunt Brand

Advizex

RFQ 2023-07

10-5-23

Item 4A.

Ry

Evaluation and Selection 1-5 (1 being the lowest)

Selection Criteria	1-5 Scale
Qualifications, staffing, reputation	3
Understanding of the scope of services/work	5
Demonstrated ability to meet requirements	4
Experience and expertise, municipal clients	2
Client/end user satisfaction	3
Quality assurance control program and policies	2
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government engagements	2
Respondent demonstrates understanding of the city of Madeira Beach business operations	2
Location of firm and response time	2
Total	25

NOTES:

- not local - only account executive
- large firm - well staffed
- non-government industries
- did not list qual/resumes of any staff
- good graphics in RFA response

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RFQ 2023-07

10-5-23
Rj

Item 4A.

Cendien

Evaluation and Selection 1-5 (1 being the lowest)

Selection Criteria	1-5 Scale
Qualifications, staffing, reputation	3
Understanding of the scope of services/work	4
Demonstrated ability to meet requirements	3
Experience and expertise, municipal clients	3
Client/end user satisfaction	2
Quality assurance control progma and policies	2
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government engagements	2
Respondent demonstrates understanding of the city of Madeira Beach business operations	2
Location of firm and response time	1
Total	22

NOTES:

- 95% remote - TX
- Arisma Group LLC
- No local in Texas
- a little minimal on staff + firm quals
- budget of \$189,540
- mostly remote support
- deals

mg 4/16

RFQ 2023-07

10.5.22

Item 4A.

Evaluation and Selection 1-5 (1 being the lowest)

Network People

Marci Forbes

Selection Criteria	1-5 Scale
Qualifications, staffing, reputation	5
Understanding of the scope of services/work	5
Demonstrated ability to meet requirements	4
Experience and expertise, municipal clients	5
Client/end user satisfaction	3
Quality assurance control program and policies	3
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government engagements	3
Respondent demonstrates understanding of the city of Madeira Beach business operations	4
Location of firm and response time * close by *	5
Total	37

NOTES:

- 1996

- should references be called

- would have liked examples in the references of issue / solution

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10/5/22

Item 4A.

Evaluation and Selection 1-5 (1 being the lowest)

Inter Dev

Marci Forbes

Selection Criteria	1-5 Scale
Qualifications, staffing, reputation	5
Understanding of the scope of services/work	4
Demonstrated ability to meet requirements	4
Experience and expertise, municipal clients * Not specifically discussed just listed	3
Client/end user satisfaction	3
Quality assurance control program and policies	4
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government engagements * None for Florida	3
Respondent demonstrates understanding of the city of Madeira Beach business operations	3
Location of firm and response time * Not clear on in person	3
Total	32

NOTES:

- limited FL experience
 - not much examples of solution/issue
 - didn't seem to know much about Madeira itself
-
-
-
-
-
-
-

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RFQ 2023-07

10.5.23

Item 4A.

Evaluation and Selection 1-5 (1 being the lowest)

UDT

Marci Forbes

Selection Criteria	1-5 Scale
Qualifications, staffing, reputation	5
Understanding of the scope of services/work	4
Demonstrated ability to meet requirements	4
Experience and expertise, municipal clients	4
Client/end user satisfaction <i>good clients; not smaller examples + no satisfaction</i>	4 / 2
Quality assurance control program and policies	4
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government engagements	3
Respondent demonstrates understanding of the city of Madeira Beach business operations	2
Location of firm and response time	3
Total	31

NOTES:

- adequate staffing + experience
- 1995
- very large clients, Orange County + Lee County Schools, City of Miami
- provided incident management
- provided pricing

RFQ 2023-07

10.5.23

Item 4A.

Evaluation and Selection 1-5 (1 being the lowest)

Advizex

Marci Forbes

Selection Criteria	1-5 Scale
Qualifications, staffing, reputation <i>x not really provided</i>	2
Understanding of the scope of services/work	2
Demonstrated ability to meet requirements <i>* certs listed but not tied to municipal applications specific</i>	2
Experience and expertise, municipal clients <i>, none specifically discussed</i>	2
Client/end user satisfaction	2
Quality assurance control program and policies	3
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government engagements	2
Respondent demonstrates understanding of the city of Madeira Beach business operations	2
Location of firm and response time	4
Total	22

NOTES:

- over 20 yrs experience
- Assigned a PM w/ sales
- 233 employees / helpdesk layout
- escalation matrix
- no municipal client references
- gave rates

Evaluation and Selection 1-5 (1 being the lowest)

Cendien

Marci Forbes

Selection Criteria	1-5 Scale
Qualifications, staffing, reputation	3
Understanding of the scope of services/work	2
Demonstrated ability to meet requirements	2
Experience and expertise, municipal clients	2
Client/end user satisfaction	2
Quality assurance control program and policies	2
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government engagements	2
Respondent demonstrates understanding of the city of Madeira Beach business operations	2
Location of firm and response time	1
Total	18

NOTES:

- Out of state / No FL references
- 95% remotely ??
- included costs
- initial assessment / no ⁶ staff listed
- limited to no municipal experience

Evaluation and Selection 1-5 (1 being the lowest)

Selection Criteria	1-5 Scale
Qualifications, staffing, reputation	5
Understanding of the scope of services/work	5
Demonstrated ability to meet requirements	5
Experience and expertise, municipal clients	4
Client/end user satisfaction	4
Quality assurance control program and policies	4
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government engagements	4
Respondent demonstrates understanding of the city of Madeira Beach business operations	5
Location of firm and response time	5
Total	

36

NOTES:

Know what they are like. Knew staff. They know us
Location, Location, Location

INTERDEV

RFQ 2023-07

Tom R

Item 4A.

Evaluation and Selection 1-5 (1 being the lowest)

Selection Criteria	1-5 Scale
Qualifications, staffing, reputation	4
Understanding of the scope of services/work	4
Demonstrated ability to meet requirements	3
Experience and expertise, municipal clients	1
Client/end user satisfaction	3
Quality assurance control program and policies	3
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government engagements	2
Respondent demonstrates understanding of the city of Madeira Beach business operations	2
Location of firm and response time	1
Total	

23

NOTES:

Clients in GA mainly. Unknown

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UDT

RFQ 2023-07

Tom R.

Item 4A.

Evaluation and Selection 1-5 (1 being the lowest)

Selection Criteria	1-5 Scale
Qualifications, staffing, reputation	4
Understanding of the scope of services/work	4
Demonstrated ability to meet requirements	3
Experience and expertise, municipal clients	3
Client/end user satisfaction	7
Quality assurance control progrma and policies	3
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government engagements	1
Respondent demonstrates understanding of the city of Madeira Beach business operations	1
Location of firm and response time	3
Total	

23

NOTES:

Unknown.

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Evaluation and Selection 1-5 (1 being the lowest)

Selection Criteria	1-5 Scale
Qualifications, staffing, reputation	2
Understanding of the scope of services/work	2
Demonstrated ability to meet requirements	1
Experience and expertise, municipal clients	2
Client/end user satisfaction	1
Quality assurance control program and policies	2
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government engagements	2
Respondent demonstrates understanding of the city of Madeira Beach business operations	1
Location of firm and response time	1
Total	

14

NOTES:

Unknown. Out of state. Basic statements, minimums

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Advize

RFQ 2023-07

Tom R

Item 4A.

Evaluation and Selection 1-5 (1 being the lowest)

Selection Criteria	1-5 Scale
Qualifications, staffing, reputation	3
Understanding of the scope of services/work	3
Demonstrated ability to meet requirements	2
Experience and expertise, municipal clients	2
Client/end user satisfaction	1
Quality assurance control progrma and policies	2
Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government engagements	1
Respondent demonstrates understanding of the city of Madeira Beach business operations	2
Location of firm and response time	1
Total	

17

NOTES:

Unknown - out of state - not involved with governments.

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Memorandum

Meeting Details: November 15, 2023 - BOC Workshop Meeting
Prepared For: Hon. Mayor Rostek and the City of Madeira Beach Board of Commissioners
Staff Contact: Madeira Beach Community Development Department
Subject: Forward Pinellas Alternative Compromise for the John's Pass Village Activity Center Plan

Background

The City of Madeira Beach submitted an application to Forward Pinellas to amend the Countywide Plan Map to change 27 acres m.o.l to Activity Center. This area is defined in the John's Pass Village Activity Center (JPVAC) Plan. Forward Pinellas staff reviewed the JPVAC application and recommended an alternative compromise to reclassify the JPVAC from a Community Center to a Neighborhood Center subcategory of Activity Center. The Neighborhood Center subcategory has a reduced level of intensity and density compared to the Community Center subcategory.

Forward Pinellas Planners Advisory Committee (PAC) unanimously recommended approval of the alternative compromise (September 5, 2023). The Forward Pinellas Board also unanimously voted in favor of the alternative compromise (September 13, 2023).

Other Neighborhood Center Activity Centers includes the Eighth Avenue Commercial District in St. Pete Beach and the Downtown Historic Palm Harbor Master Plan (see Activity Centers in Pinellas County 2019). The Neighborhood Center subcategory still supports the goals of the John's Pass Village Activity Center Plan for protecting existing development and assuring future development reflects the character and scale of the existing development. City staff supports the alternative compromise recommendation. Forward Pinellas also requested the city to reduce the residential density to 18 Residential Units Per Acre (UPA), which is supported by city staff.

Discussion

Forward Pinellas sent information about the alternative compromise process (included in the agenda package). If the City (BOC) accepts the alternative compromise, the amendment request will go before the Countywide Planning Authority (CPA) with a recommendation of approval, and if BOC denies the alternative compromise the amendment will go before CPA with a recommendation of denial.

The Florida Commerce Bureau of Community Planning and Growth, Southwest Florida Water Management District, and Florida Department of Environmental Protection reviewed the JPVAC Plan (as originally submitted) with no concern or comments.

Fiscal Impact

N/A

Recommendation(s)

Staff recommends the Board of Commissioners to approve the alternative compromise recommendation for the John's Pass Village Activity Center Plan.

Attachments/Corresponding Documents

- Notification of Local Government Action on Forward Pinellas's Alternative Recommendation For Countywide Plan Map Amendment CW 23-03
- Activity Centers in Pinellas County 2019
- Countywide Rules Activity Center
- Countywide Rules Alternative Temporary Lodging Use Standards
- JPV Activity Center Presentation
- Exhibit A_JPV Activity Center Plan_Alternative Compromise

NOTIFICATION OF LOCAL GOVERNMENT ACTION ON
FORWARD PINELLAS'S
ALTERNATIVE RECOMMENDATION FOR
COUNTYWIDE PLAN MAP AMENDMENT

On September 13th, 2023, Forward Pinellas, in its role as the Pinellas Planning Council, took action on Case No. CW 23-03: City of Madeira Beach

The Board, pursuant to Sec. 6.3.1 of the Rules, approved an "Alternative Compromise Recommendation", as set forth in the accompanying agenda memorandum and maps.

The City of Madeira Beach hereby officially acknowledges that it has:

_____ Accepted; or

_____ Rejected

the Forward Pinellas Board Alternative Compromise Recommendation on Case No. CW 23-03: City of Madeira Beach

This official acknowledgement by the City of Madeira Beach is pursuant to the following action of the Madeira Beach Board of Commissioners, a copy of which is attached hereto.

Type of Action: _____

Date: _____

Signed: _____

Title: _____

Date: _____

Map A1 Reclassified Special Centers Location

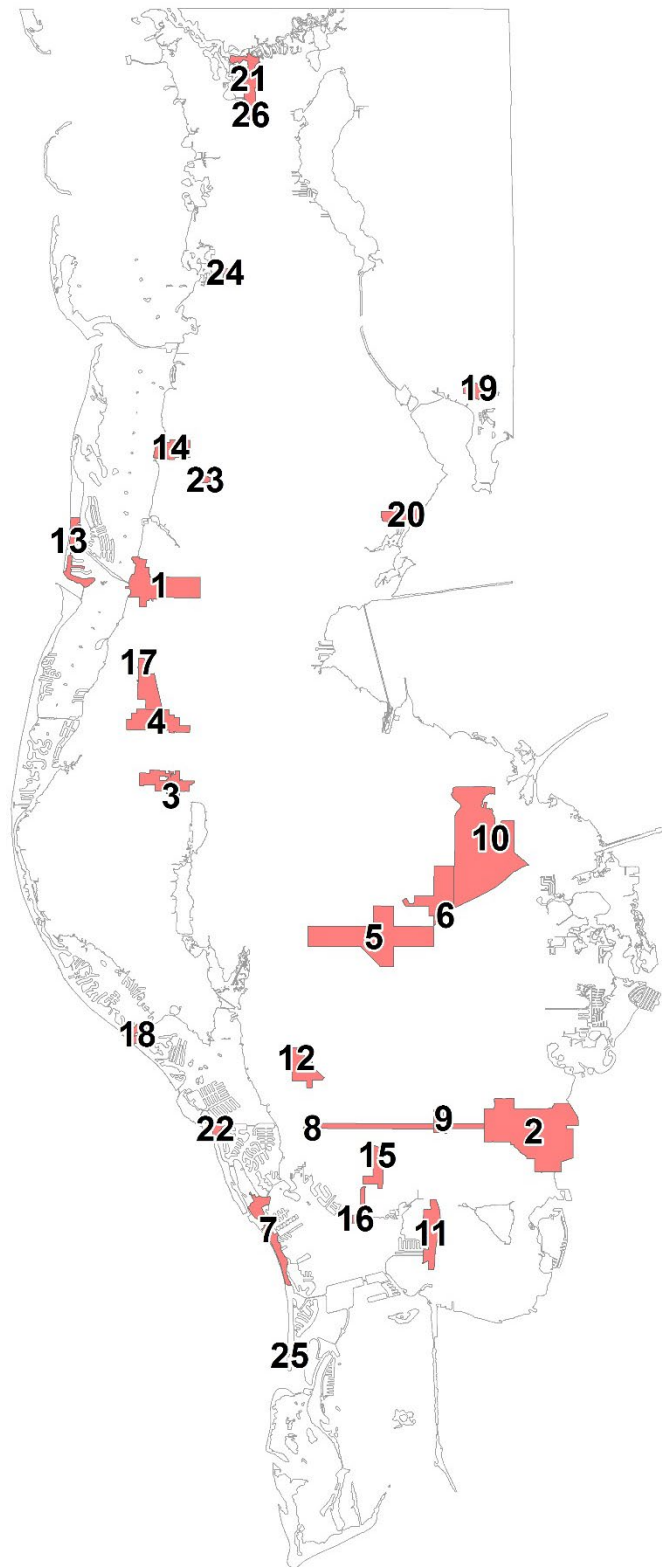


Table A1
Reclassified Special Centers

Reclassified Subcategory	Local Government	Activity Center	Map Key
Urban Center	Clearwater	Downtown Redevelopment Plan	1
	St. Petersburg	Intown Redevelopment Plan	2
Major Center	Largo	Largo Mall Activity Center Special Area Plan	3
	Largo	West Bay Drive Community Redevelopment District	4
	Pinellas Park	Community Redevelopment District	5
	Pinellas Park	Gateway Activity Center	6
	St. Pete Beach	Community Redevelopment Plan	7
	St. Petersburg	Central Avenue Revitalization Plan	8
	St. Petersburg	Central Plaza Activity Center	9
	St. Petersburg	Gateway Activity Center	10
	St. Petersburg	Skyway Marina District	11
	St. Petersburg	Tyrone Activity Center	12
Community Center	Clearwater	Beach by Design	13
	Dunedin	Guideways to Downtown's Future	14
	Gulfport	49th Street Redevelopment Plan	15
	Gulfport	Waterfront Area Redevelopment Plan	16
	Largo	Clearwater-Largo Road Community Redevelopment Plan	17
	Madeira Beach	Town Center Special Area Plan	18
	Oldsmar	Town Center Redevelopment Plan	19
	Safety Harbor	Downtown Master Plan	20
	Tarpon Springs	Sponge Docks and CRA Special Area Plan	21
	Treasure Island	Downtown Special Area Plan	22
Neighborhood Center	Dunedin	375 Patricia Avenue	23
	Pinellas County	Downtown Historic Palm Harbor Master Plan	24
	St. Pete Beach	Eighth Avenue Commercial District	25
	Tarpon Springs	Meres Crossing Special Area Plan	26

2.3.3.15 Category/Symbol – Activity Center (AC).

Purpose – The purpose of this category is to recognize those areas of the county within each local government jurisdiction that have been identified and planned for in a special and detailed manner, based on their unique location, intended use, appropriate density/intensity, and pertinent planning considerations. In particular, it is the intent of this category to recognize those important, identifiable centers of business, public, and residential activity, as may be appropriate to the particular circumstance, that are the focal point of a community, and served by enhanced transit commensurate with the type, scale, and intensity of use. Activity Centers are designed at a size and scale that allows for internal circulation by pedestrians, bicyclists, and transit users, and typically encompass areas developed in a radial pattern within walking distance ($\frac{1}{4}$ to $\frac{1}{2}$ mile) of a central point or hub served by transit.

Use Characteristics – Those uses appropriate to and consistent with this category include:

- Permitted Uses – As determined by the local government’s implementing regulations adopted pursuant to Section 6.2.3.2. Amendments to permitted uses shall be pursuant to Planning and Urban Design Principles described in Section 6.2.6 and Land Use Goal 16.0 of the Countywide Plan Strategies, and the use provisions of Section 6.2.4.
- Locational Characteristics – The Land Use Strategy Map and Table 2-4 below identify locations appropriate to be designated as Activity Center utilizing one of four subcategories. Additional locations may be deemed appropriate pursuant to the Countywide Plan Map amendment process for Activity Centers and Multimodal Corridors provided in Division 6.2.
- Scenic/Noncommercial Corridor (SNCC) – Amendments adopting or modifying the Activity Center category within SNCCs are governed by Section 6.5.4.1.4, which restricts the category to certain SNCC classifications. Where an existing Activity Center overlaps a designated SNCC, the local regulatory provisions governing the Activity Center adopted pursuant to Section 6.2.3.2 shall take precedence.
- Traffic Generation Characteristics – The standard for the purpose of calculating typical traffic impacts relative to a Countywide Plan Map amendment for each Activity Center subcategory are listed in Table 2-3 below.

Density/Intensity Standards – Maximum permitted density-intensity standards for each Activity Center subcategory are listed in Table 2-3 below, and shall be subject to the following:

- Residential Use – Local governments can choose to use either the common standard of units per acre (UPA) in determining how many dwellings are allowed on a parcel, or floor area ratio (FAR) can be used as the measure instead, regardless of the number of dwelling units included. Vacation Rentals pursuant to the provisions of Section 509.242(1)(c), Florida Statutes are subject to the residential density/intensity standard.

- Temporary Lodging Use – Local governments can choose to use either the temporary lodging UPA standard in determining how many temporary lodging units are allowed on a parcel, or FAR can be used as the measure instead, regardless of the number of units included. In the alternative, upon adoption of provisions for compliance with Section 5.2.2, the density and intensity standards set forth in Table 5-1 may be used.
- Mixed-Use – For mixed-use projects, either an all-inclusive FAR or a proportionate share of UPA and FAR can be used. In the alternative, the mixed-use bonus provisions of Section 4.2.4.6 may be used.
- When Located in a Target Employment Center – See Section 2.3.3.14, Table 2-2.
- Density/Intensity Averaging – Maximum density and/or intensity standards may be calculated on an average areawide basis pursuant to Section 5.2.1.3.

Other Standards – Shall include the following:

- Amendment Process – Adoption or amendment of the Activity Center category is subject to the tiered review process provided in Division 6.2.
- Size Criteria – The size of an Activity Center shall be consistent with the acreage range for the applicable subcategory listed in Table 2-3 below, except as follows:
 - If an Activity Center exceeds the applicable maximum acreage, it will be considered consistent if it is organized into one or more smaller subarea(s) that are individually consistent with the applicable size range, and which facilitate internal circulation of pedestrians, bicyclists and transit users within each subarea.
 - If an Activity Center is less than the applicable minimum acreage, it will be considered consistent if it is located adjacent to, and functions in concert with, an existing Activity Center; or if geographic constraints of the jurisdiction prevent the minimum size from being achieved.
- Employment-Related Land Use Categories – Adoption or amendment of the Activity Center category is subject to the provisions of Section 6.5.4.4.
- Map Delineation – Amendments to Activity Center utilizing one of the four subcategories will be designated as the Activity Center category on the Countywide Plan Map and identified with the applicable subcategory on the Land Use Strategy Map. Where a more permissive subcategory is depicted on the Land Use Strategy Map than indicated by the locational characteristics of Table 2-4, the Land Use Strategy Map shall prevail.
- Subcategories – The Activity Center plan category includes four subcategories, enumerated in Tables 2-3 and 2-4 below.

**Table 2-3
Standards Applicable to Activity Center Subcategories**

Activity Center Subcategory	Acreage Range	Maximum Density/Intensity Standard ¹			Traffic Generation Rate (Average Daily Trips Per Acre)
		Residential Density (Units Per Acre) ³	Temporary Lodging Density (Units Per Acre) ²	Nonresidential or Mixed-Use Intensity (Floor Area Ratio) ³	
Urban Center	200 to 500	200	330	8.0	724
Major Center	100 to 500	150	250	5.0	542
Community Center	50 to 500	90	150	3.0	325
Neighborhood Center	20 to 500	60	100	2.0	216

Notes:

- ¹ Maximum density/intensity may be calculated on an average areawide basis pursuant to Section 5.2.1.3.
- ² For residential or temporary lodging units, either the applicable UPA or the nonresidential FAR standard may be used. In the alternative, upon adoption of provisions for compliance with Section 5.2.2, the density and intensity standards set forth in Table 5-1 may be used.
- ³ For mixed-use projects, either an all-inclusive FAR standard or a proportionate share of residential density and nonresidential intensity may be used. In the alternative, the mixed-use bonus provisions of Section 4.2.4.6 may be used.

**Table 2-4
Locational Criteria for Activity Center Subcategories**

Appropriate Intersections ^{1, 2, 3}		Multimodal Corridor or Future Transit Corridor					
		Premium Transit Corridors	Primary Corridors	Secondary Corridors	Supporting Corridors	Other Arterials	Other Collectors
Multimodal Corridor or Future Transit Corridor	Premium Transit Corridors	Urban Center	Urban Center	Major Center	Major Center	Community Center	Neighborhood Center
	Primary Corridors	Urban Center	Major Center	Major Center	Community Center	Community Center	Neighborhood Center
	Secondary Corridors	Major Center	Major Center	Community Center	Community Center	Community Center	Neighborhood Center
	Supporting Corridors	Major Center	Community Center	Community Center	Neighborhood Center	Neighborhood Center	Neighborhood Center
	Other Arterials	Community Center	Community Center	Community Center	Neighborhood Center	Neighborhood Center	Neighborhood Center
	Other Collectors	Neighborhood Center	Neighborhood Center	Neighborhood Center	Neighborhood Center	Neighborhood Center	Neighborhood Center

Notes:

1. Intersections are as depicted on the Land Use Strategy Map. In locations where three or more corridor types intersect, the two corridor types with the most permissive density and intensity standards shall take precedence.
2. Local governments may choose to use more restrictive subcategories; for example, at an intersection deemed appropriate for a Major Center, a Community Center or Neighborhood Center is also considered appropriate.
3. Additional locations appropriate for an Activity Center subcategory may be approved through the Countywide Plan Map amendment process and shall be depicted on the Land Use Strategy Map. Where a more permissive subcategory is depicted on the Land Use Strategy Map, it shall supersede Table 2-4.

5.2.1.2.5 Density/intensity averaging as otherwise governed by these Countywide Rules shall be allowed to include any development rights available to, but previously unused by, existing developed property that is being added to or redeveloped using the density/intensity averaging provisions of these Rules.

5.2.1.3 **Alternative Temporary Lodging Use Standards.**

5.2.1.3.1 **Alternative Density/Intensity.** Local governments may utilize the provisions of this section in lieu of the standard temporary lodging densities or intensities specified within each Countywide Plan Map category that provides for such use, subject to the following:

- A. A local government may utilize all, or any part of, the higher temporary lodging densities and associated intensities included in the accompanying Table 6, provided that both a density and intensity standard are applied to the temporary lodging use.
- B. Amendment of the local government comprehensive plan and land development regulations to provide for all, or any portion of, the alternative densities and intensities in Table 6, based on a Development Agreement prepared and approved pursuant to Chapter 163, Sections.3220-.3243, F.S., as amended.
- C. A Development Agreement proposing to utilize the higher densities and intensities identified in Table 6 and authorized by this Section shall address, at a minimum, the following:
 1. The ability of the local government, or the applicable service provider, to meet the concurrency management standards for sanitary sewer, solid waste, drainage, and potable water, as required pursuant to Section 163.3180, F.S., and the applicable local government or service provider plan and regulations.
 2. Provision for all temporary lodging uses to comply with all county and local hurricane evacuation plans and procedures to ensure orderly evacuation of guests and visitors pursuant to the Pinellas County Code, Chapter 34, Article III. In particular, all temporary lodging uses which are located in Hurricane Evacuation Level A, as identified by the Pinellas County Comprehensive Emergency Management Plan, shall prepare a legally enforceable mandatory evacuation/closure covenant, stating that the temporary lodging use will be closed as soon as practicable after a hurricane watch is posted for Pinellas County by the National Hurricane Center. Further, a plan implementing the closure and evacuation procedures shall be prepared and submitted to the county or municipal emergency management coordinator, whichever is applicable, within 90 days of the issuance of a certificate of occupancy. This plan will be updated and sent for review when there is a change of ownership or substantive change to the plan or as required by the county or municipal emergency management coordinator, whichever is applicable.

3. Design considerations in Section 5.2.1.3.2, the mobility management provisions in Section 5.2.1.3.3 and the restrictions on temporary lodging use in Section 5.2.1.3.4 set forth following.
- D. A Development Agreement prepared pursuant to this Section shall be approved by the local government governing body, recorded with the Clerk of the Circuit Court pursuant to Section 163.3239, F.S., a copy filed with the Property Appraiser’s Office, and a copy submitted to the PPC and CPA for receipt and filing within fourteen days after recording. The development limitations set forth in the Development Agreement shall be memorialized in a deed restriction, which shall be recorded in the Official Records of Pinellas County prior to the issuance of a building permit for the temporary lodging use.
 - E. The alternative densities and intensities set forth in Table 6 are maximums, except as provided for in F. below. A local government may choose to utilize a density and intensity standard equal to or less than the alternative density and intensity standard, when adopted in their comprehensive plan and land development regulations, based on the maximums set forth in Table 6.
 - F. Intensity standards governing floor area ratio (FAR) and impervious surface ratio (ISR) may be varied by the local government with jurisdiction pursuant to the provisions of Division 7.4 of these Rules. The FARs in Table 6 apply to the temporary lodging use, residential dwelling uses integrated in the same structure with the temporary lodging use, associated parking structures, and uses accessory to temporary lodging uses (e.g., meeting space, restaurants, spas, clubs, etc.).
 - G. For development that includes a combination of temporary lodging and residential dwelling use, each use shall be allowed in proportion to the size of the property and the permitted density and intensity of the respective use.

**Table 6
Alternative Temporary Lodging Density and Intensity Standards**

Plan Category	Temporary Lodging On Property That Is:	Maximum Density/Intensity Standards		
		Units/Acre	FAR	ISR
R, AC, MMC, PRD	Less Than One Acre	75	2.2	0.95
	Between One Acre And Three Acres	100	3.0	0.95
	Greater Than Three Acres	125	4.0	0.95
R&S	No Property Size Limitations	60	1.2	0.90
E	Subject To 5-Acre Property Size Limitation Per Section 2.3.3.9	75	1.5	0.85

5.2.1.3.2 Design Considerations. The purpose of the design considerations is to enable the local government to authorize the increased density and intensity provided for in Table 6, subject to a determination that the project is compatible with the size, location, configuration and character of the site, its relationship to the Countywide Plan Map category in which it is located, and to adjoining uses; and that the overall principles of quality urban design as set forth in *Pinellas By Design: An Economic Development and Redevelopment Plan for the Pinellas Community* are furthered.

In particular, design considerations applicable to the proposed use shall address the following in the Development Agreement so as to ensure compatibility in terms of context-sensitive design, and the scale and placement of the proposed use so as to achieve a harmonious relationship and fit relative to its location and surroundings:

- A. Building scale, including height, width, location, alignment, and spacing.
- B. Building design, including elevations, façade treatment, entrance and porch or balcony projections, window patterns and roof forms.
- C. Site improvements, including building and site coverage, accessory structures, service and amenity features, walkway and parking areas, open space, and view corridors.
- D. Adjoining property use, including density/intensity, and building location, setbacks, and height.

5.2.1.3.3 Mobility Management. The applicant shall ensure that a project authorized to use the increased density and intensity provided for in Table 6 adequately addresses its impacts on the surrounding road network through the implementation of mobility improvements or strategies consistent with the Pinellas County Mobility Plan, as implemented by the countywide Multimodal Impact Fee Ordinance.

5.2.1.3.4 Operating Characteristics and Restrictions. The purpose of this provision is to ensure that a project authorized to use any portion of the increased density and intensity provided for in Table 6 is built, functions, operates, and is occupied exclusively as temporary lodging.

In particular, temporary lodging uses at the densities/intensities in Table 6, or any density higher than the standard density provided for such use in each applicable Countywide Plan Map category, or the local future land use plan designation where it may be more restrictive, shall comply with the following restrictions:

- A. No temporary lodging unit shall be occupied as a residential dwelling unit, and a locally-determined maximum length of stay for any consecutive period of time shall be established by the local government to ensure that any temporary lodging use does not function as a residential use.

- B. Temporary lodging units shall not qualify or be used for homestead or home occupation purposes.
- C. All temporary lodging units must be included in the inventory of units that are available within a temporary lodging use.
- D. No conversion of temporary lodging units to residential dwelling units shall be permitted unless the conversion is in compliance with the Countywide Rules with respect to the permitted residential density and, where applicable, the intensity for associated nonresidential uses.
- E. A temporary lodging use may include accessory uses, such as recreational facilities, restaurants, bars, personal service uses, retail uses, meeting space, fitness centers, spa facilities, parking structures and other uses commonly associated with temporary lodging uses. All such uses shall be included in the calculation of allowable floor area ratio.
- F. Any license required of a temporary lodging use by the local government, county, or state agency shall be obtained and kept current.
- G. Temporary lodging uses shall be subject to all applicable tourist development tax collections.
- H. A reservation system shall be required as an integral part of the temporary lodging use, and there shall be a lobby/front desk area that must be operated as a typical lobby/front desk area for temporary lodging would be operated.
- I. Temporary lodging uses must have sufficient signage that complies with local codes and is viewable by the public designating the use as a temporary lodging use.
- J. The books and records pertaining to use of each temporary lodging unit shall be open for inspection by authorized representatives of the applicable local government, upon reasonable notice, in order to confirm compliance with these regulations as allowed by general law.
- K. The applicable local government may require affidavits of compliance with this Section from each temporary lodging use and/or unit owner.

Pursuant to Section 171.062(2), Florida Statutes, the unincorporated County future land use map designation shall remain in effect until the municipality annexes a parcel and amends its own future land use map. The densities/intensities, permitted uses, and other standards of the new designation will not be applicable to the parcel until the municipality amends its local future land use map with a designation corresponding to the AC or MMC category. Such municipal future land use map amendments shall be processed as Tier I amendments as outlined in Section 6.1.2.1.

This process is intended to facilitate the orderly annexation of unincorporated parcels within an AC and/or MMC by amending their Countywide Plan Map designations as a group in advance of their individual annexation and amendment on the municipality's local future land use map. It does not replace the municipal future land use map amendment process.

The Countywide Plan Map is distinct from the County's future land use map and does not serve as the "county land use plan" referenced in Section 171.062(2), Florida Statutes, nor the "county comprehensive plan" referenced in the interlocal service boundary agreement provisions of Section 171.203, Florida Statutes.

DIV. 6.3 COUNTYWIDE PLAN MAP AMENDMENTS / SPECIAL ACTION.

With respect to any recommendation for an alternative compromise recommendation or request to continue, withdraw, resubmit, or modify an amendment to the Countywide Plan Map which has been submitted for consideration, the provisions as set forth following shall govern.

SEC. 6.3.1 ALTERNATIVE COMPROMISE RECOMMENDATION.

Pursuant to Section 10(3)(b) of Chapter 2012-245, Laws of Florida, as amended, the PPC shall forward recommendations for Countywide Plan Map amendments to the applicant local government when said action by the PPC constitutes denial with an alternative compromise recommendation. The process for referral to and action by the governing body shall be as hereinafter set forth.

- 6.3.1.1** The PPC shall transmit any such denial with an alternative compromise recommendation for amendment to the applicant local government within five days of action by the PPC.
- 6.3.1.2** The applicant governing body shall consider the alternative compromise recommendation of the PPC at an official meeting of the governing body and take formal action to accept or reject the PPC recommendation. The governing body action to accept or reject the PPC recommendation shall be as is determined necessary by the governing body to lawfully accomplish such action, and in the form required by the PPC.
- 6.3.1.3** The governing body action to accept or reject the PPC recommendation shall be transmitted to the PPC within forty-five days of receipt of the PPC recommendation,

except as the governing body may require additional time to lawfully accomplish such action and shall request an extension as set forth below within the forty-five days.

- 6.3.1.4** If the governing body accepts the recommendation of the PPC, and transmits said acceptance in the requisite form within the required forty-five days, or as same may be extended, the PPC staff shall advertise and notice the amended application for Countywide Plan Map amendment in accordance with Section 6.1.4.6 for public hearing by the CPA, and forward the compromise amendment to the CPA with the PPC recommendation for approval.
- 6.3.1.5** Upon approval of the alternative compromise amendment by the CPA, the local governing body shall conform the ordinance amending the local government future land use map with the action of the CPA on the alternative compromise amendment to the Countywide Plan Map.
- 6.3.1.6** If the governing body does not accept the recommendation of the PPC as forwarded, or fails to take action in the requisite form or within the required forty-five days, or as same may be extended, the PPC staff shall advertise and notice the original application for Countywide Plan Map amendment in accordance with Section 6.1.4.6 for public hearing by the CPA, and forward the original application to the CPA with the PPC recommendation for denial.

SEC. 6.3.2 CONTINUATION.

A request to continue an amendment to the Countywide Plan Map, once formally submitted, shall be in writing by an authorized representative of the local government with jurisdiction. Such request for continuation may be submitted to the PPC at, or prior to, the applicant local government's opening statement to the PPC. The PPC shall review such request for continuation, consistent with the public purpose and intent of these Countywide Rules and their enabling legislation, and if approved, may reschedule the public hearing on the application for amendment to a specified future date. A request for continuation may also be submitted to the CPA subsequent to the PPC action, at or prior to the applicant local government's opening statement to the CPA. The CPA shall review such request for continuation, consistent with the public purpose and intent of these Countywide Rules and their enabling legislation, and if approved, may reschedule the public hearing on the application for amendment to a specified future date. If not rescheduled to a specified future date, the public hearing must be readvertised pursuant to the requirements of Section 7.9.4.

Nothing herein shall be construed to prohibit the PPC or CPA from continuing a public hearing at any time in the course of the proceeding, consistent with the public purpose and intent of these Countywide Rules and their enabling legislation.

Nothing herein shall prevent the CPA from continuing its hearing and requesting the PPC to rehear, clarify, or explain its initial action.

John's Pass Village Activity Center Plan

Alternative Compromise

WHY

- Protect the Village
- Compatible redevelopment
- Consistency with the Countywide Plan
- Proactive instead of Reactive Planning

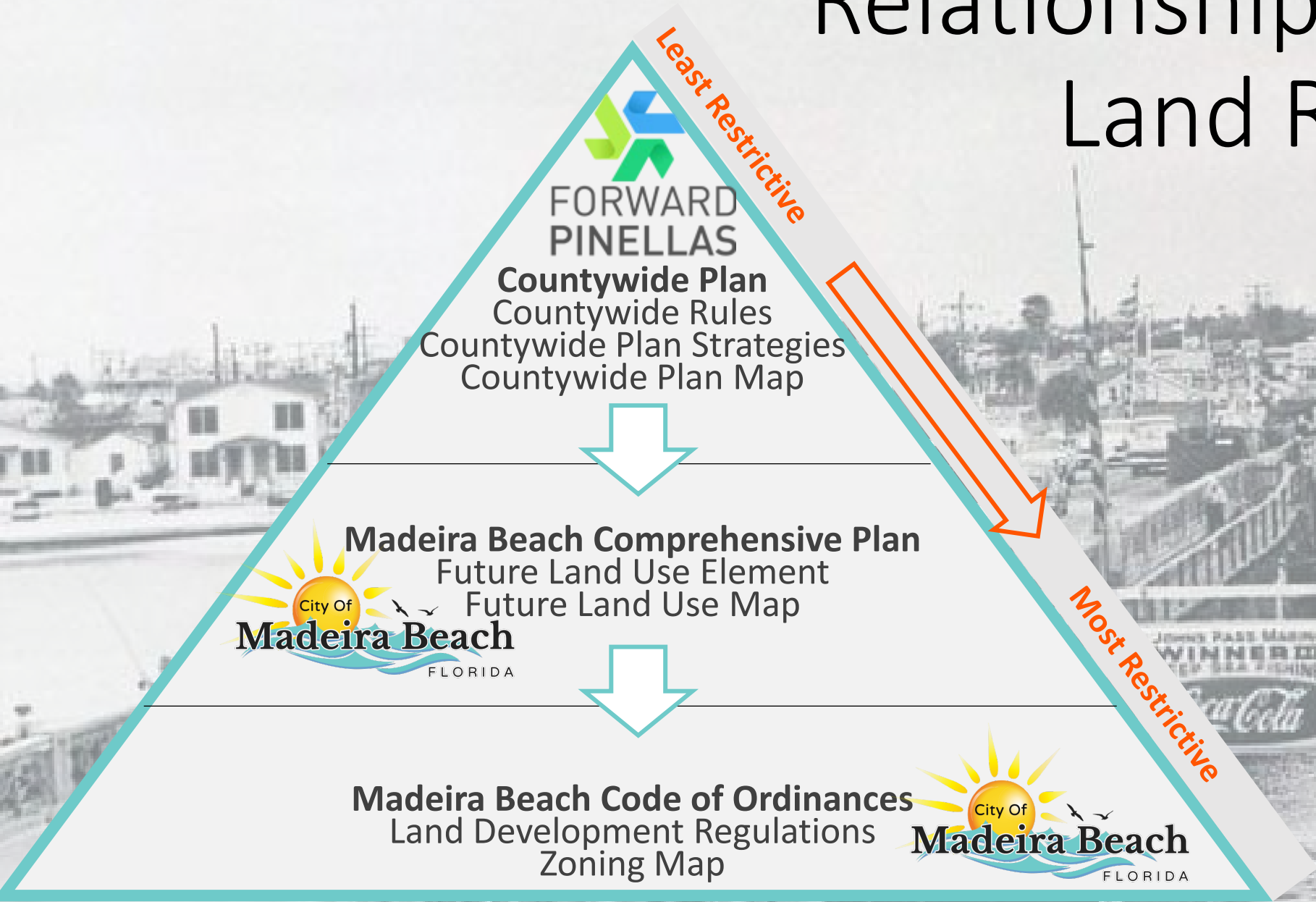
Legend

— John's Pass Village Activity Center Study Area

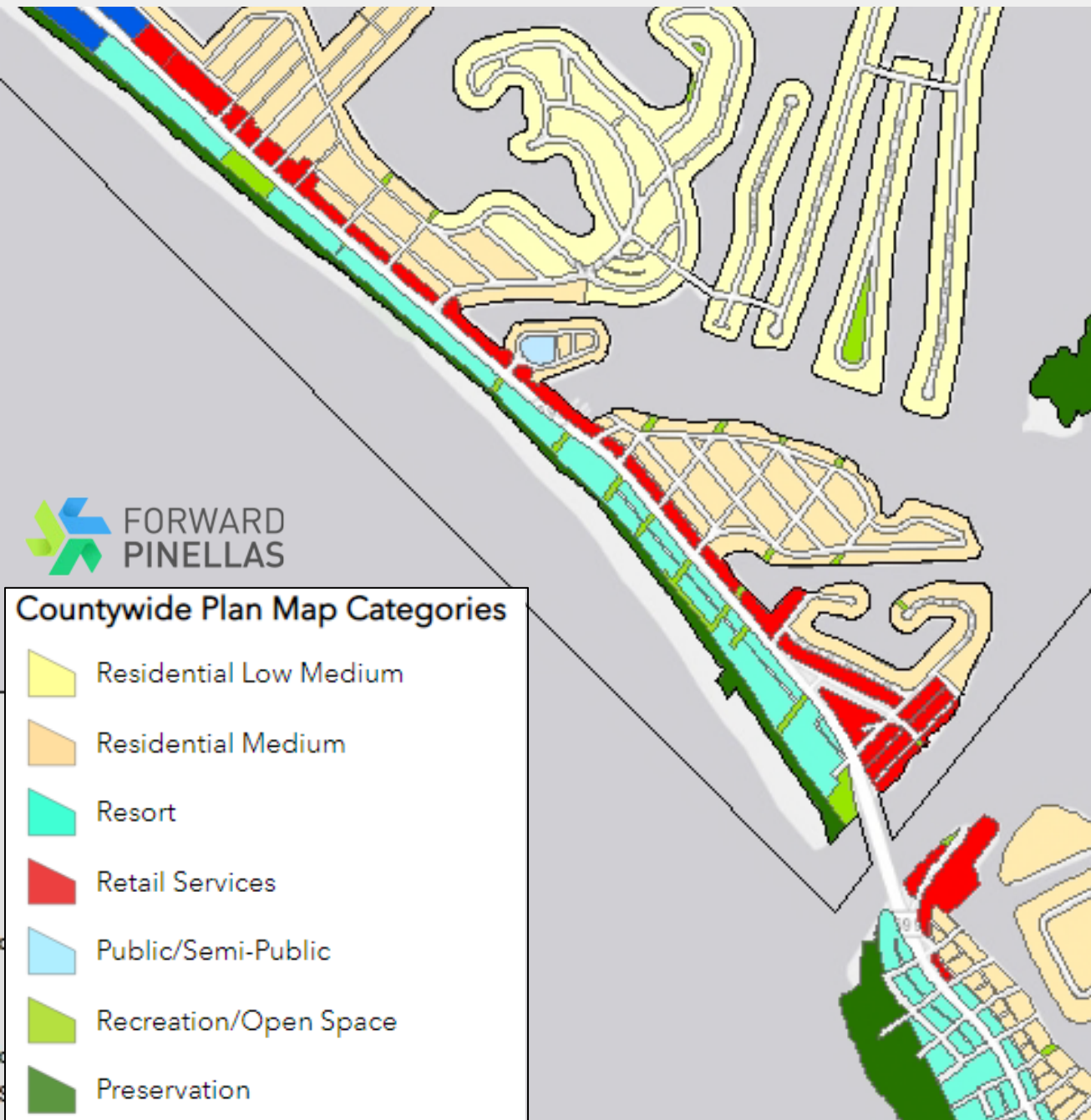
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Relationship with Local Land Regulations



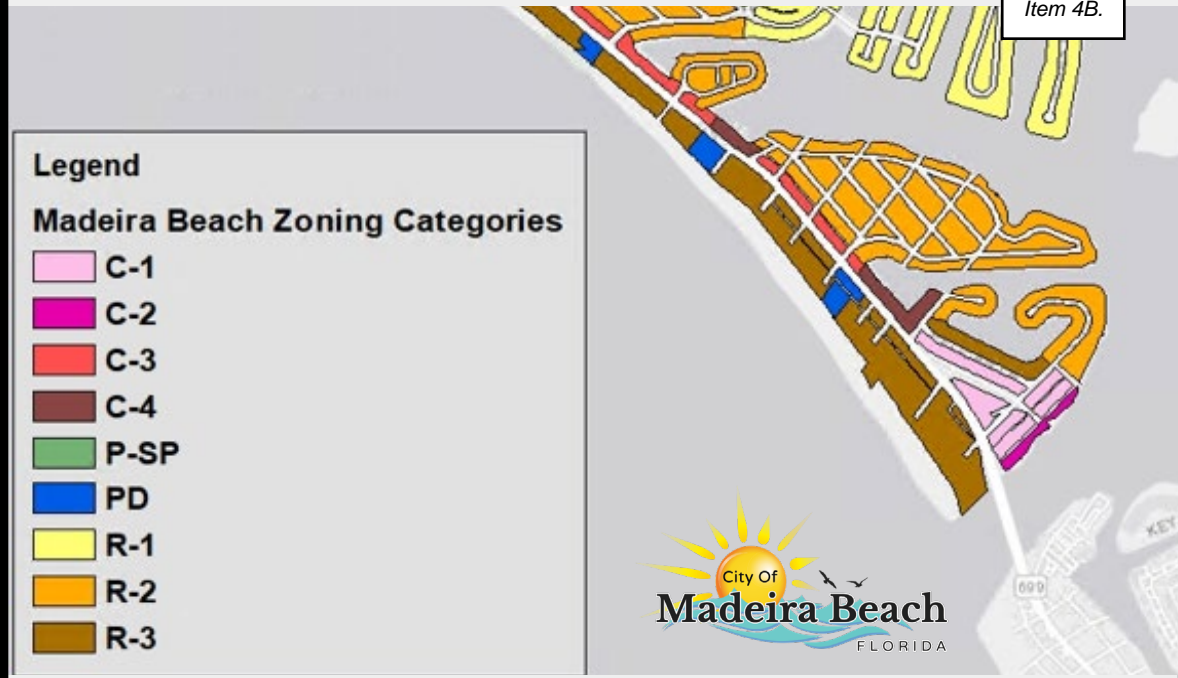
COUNTYWIDE PLAN MAP



Countywide Plan Map Categories

- Residential Low Medium
- Residential Medium
- Resort
- Retail Services
- Public/Semi-Public
- Recreation/Open Space
- Preservation

MADEIRA BEACH ZONING MAP

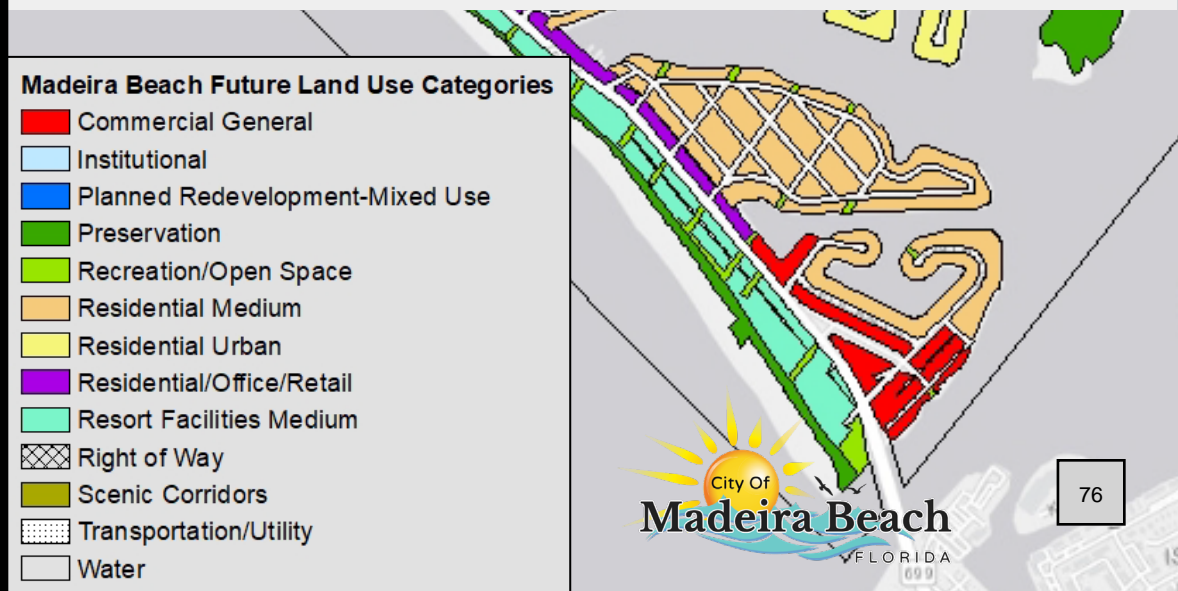


Item 4B.

- Legend**
- Madeira Beach Zoning Categories**
- C-1
 - C-2
 - C-3
 - C-4
 - P-SP
 - PD
 - R-1
 - R-2
 - R-3



MADEIRA BEACH FUTURE LAND USE MAP



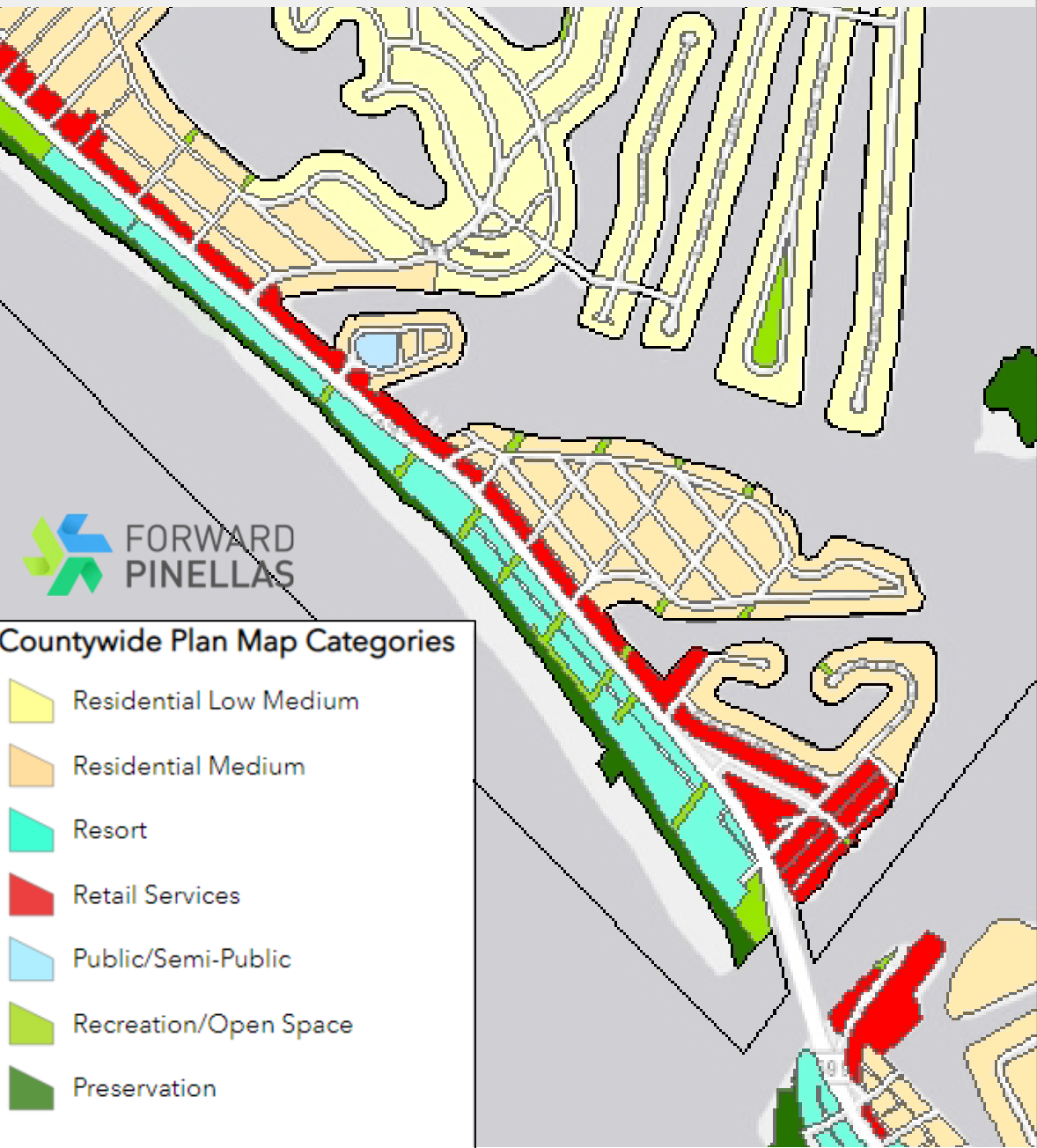
- Madeira Beach Future Land Use Categories**
- Commercial General
 - Institutional
 - Planned Redevelopment-Mixed Use
 - Preservation
 - Recreation/Open Space
 - Residential Medium
 - Residential Urban
 - Residential/Office/Retail
 - Resort Facilities Medium
 - Right of Way
 - Scenic Corridors
 - Transportation/Utility
 - Water



COUNTYWIDE PLAN MAP

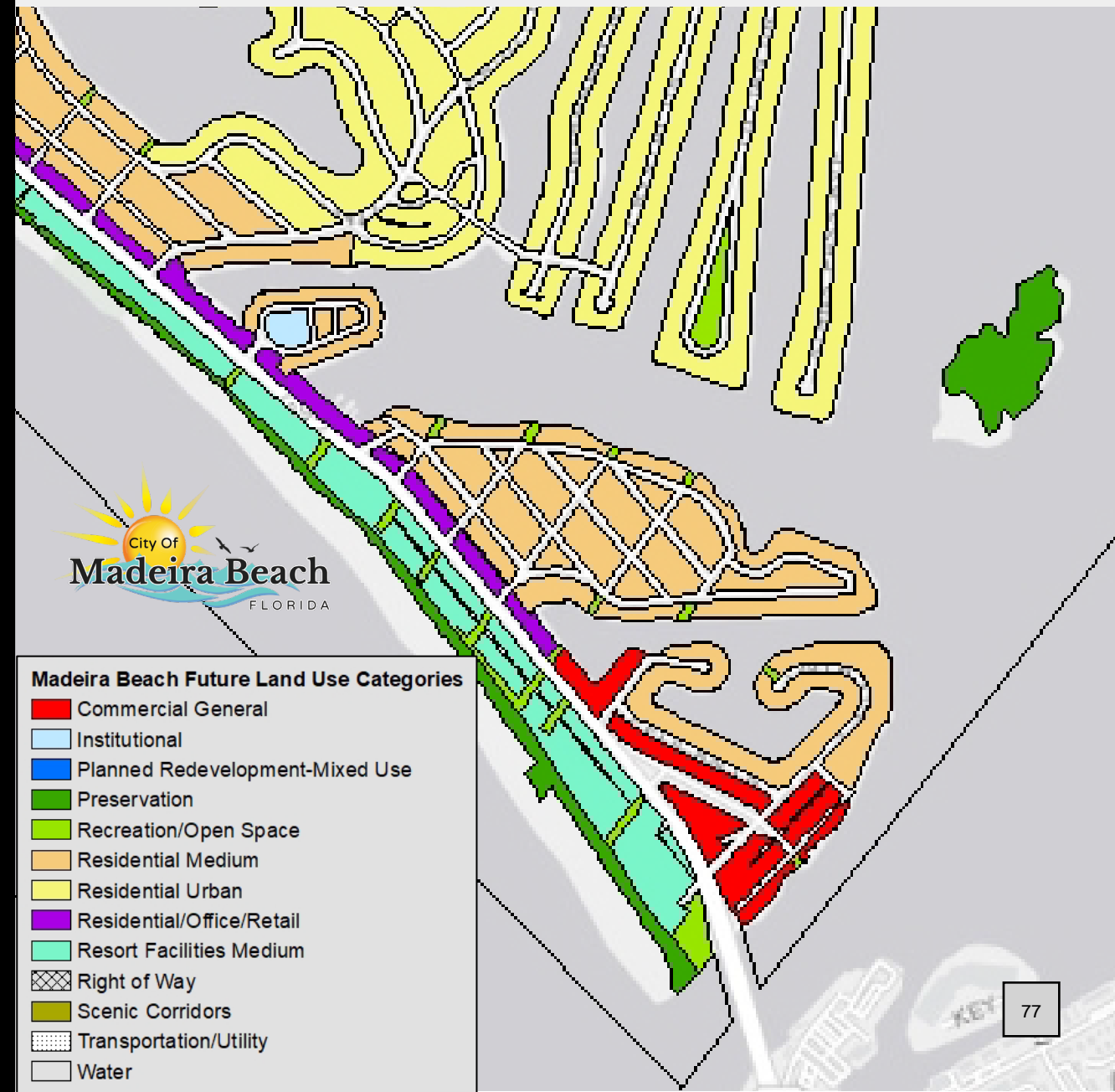
MADEIRA BEACH FUTURE LAND USE MAP

Item 4B.



Countywide Plan Map Categories

- Residential Low Medium
- Residential Medium
- Resort
- Retail Services
- Public/Semi-Public
- Recreation/Open Space
- Preservation



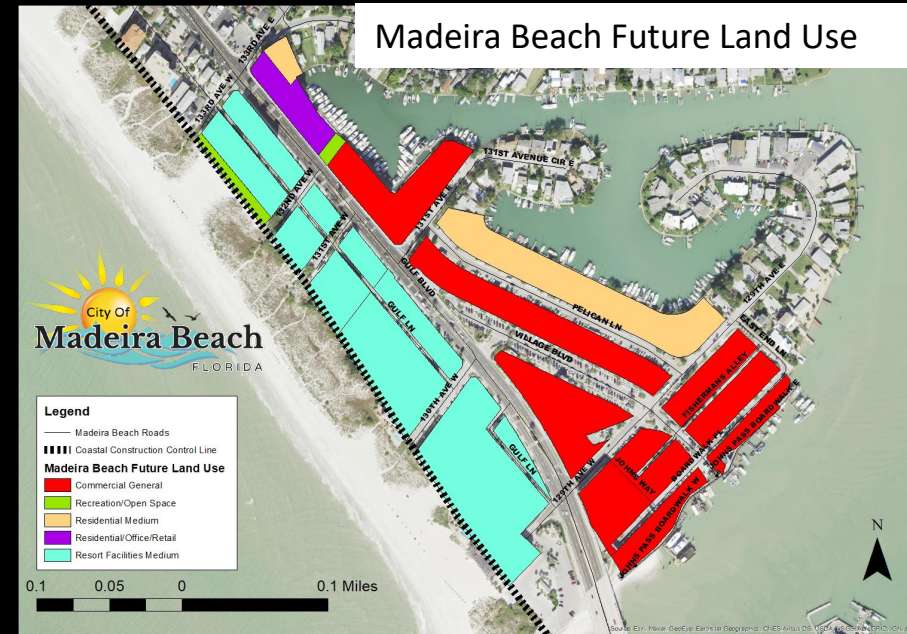
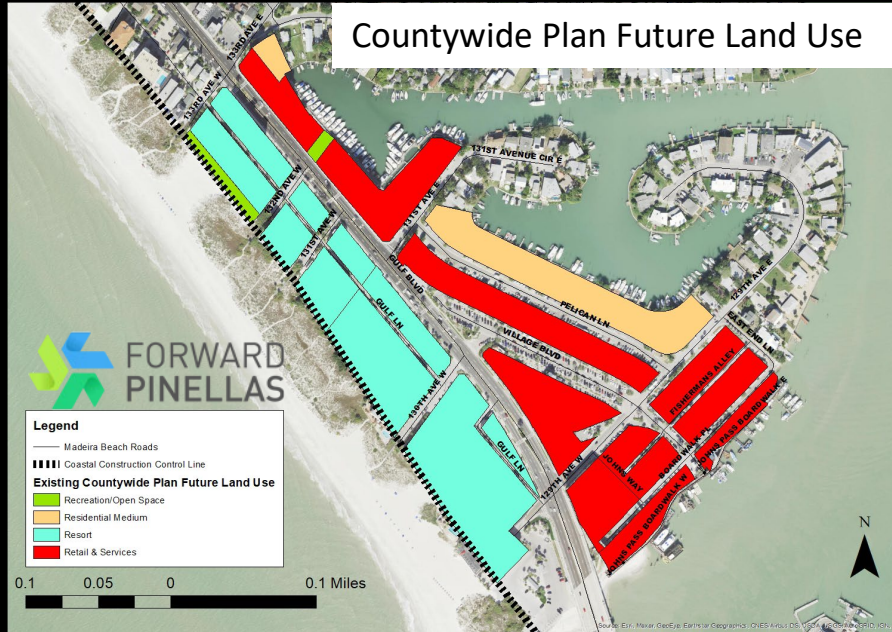
Madeira Beach Future Land Use Categories

- Commercial General
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- Preservation
- Recreation/Open Space
- Residential Medium
- Residential Urban
- Residential/Office/Retail
- Resort Facilities Medium
- Right of Way
- Scenic Corridors
- Transportation/Utility
- Water

Background and Context

- **2008** the city adopted inconsistent standards, PPC reviewed the amendments and informed the city of the inconsistencies
- **2020** the city rediscovered the inconsistencies and began working with Forward Pinellas
- **2023** the city submits an Activity Center application to Forward Pinellas (Ordinance 2023-01 and Ordinance 2023-02)
 - 9/2023 Forward Pinellas Board recommends approval of an alternative compromise
 - 11/2023 the city (BOC) will vote on the alternative compromise
 - TBD CPA will review and vote on alternative compromise
 - TBD the city (BOC) will vote on adoption of the alternative compromise/Activity Center (Ordinance 2023-01 and Ordinance 2023-02)

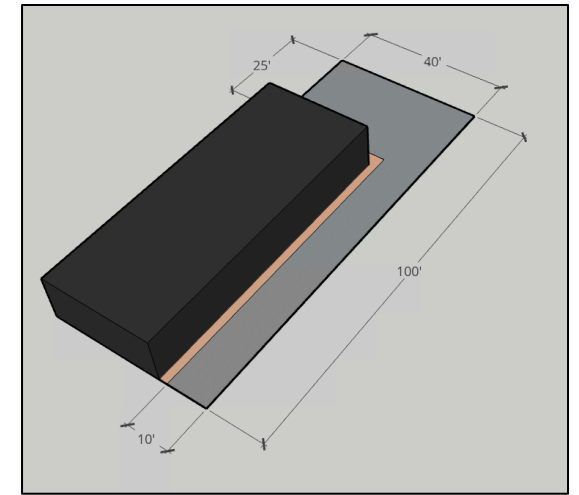
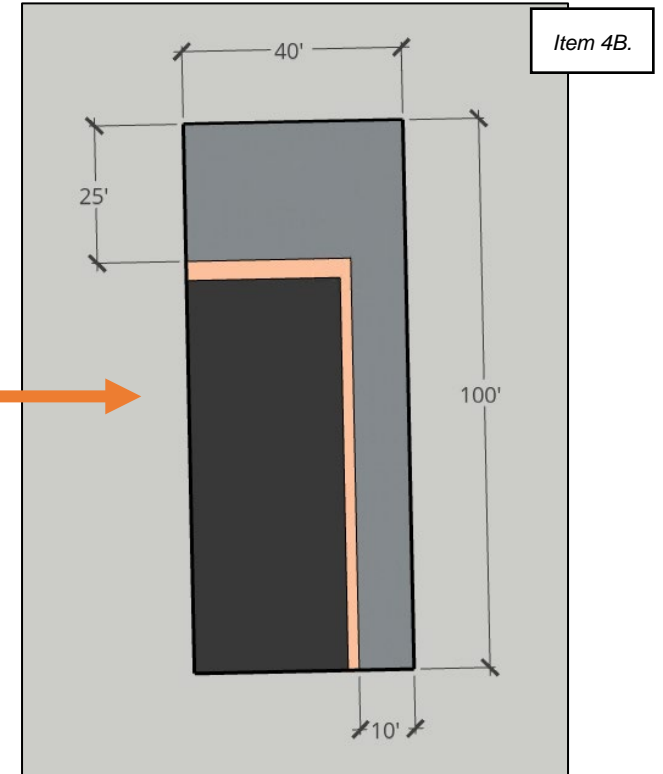
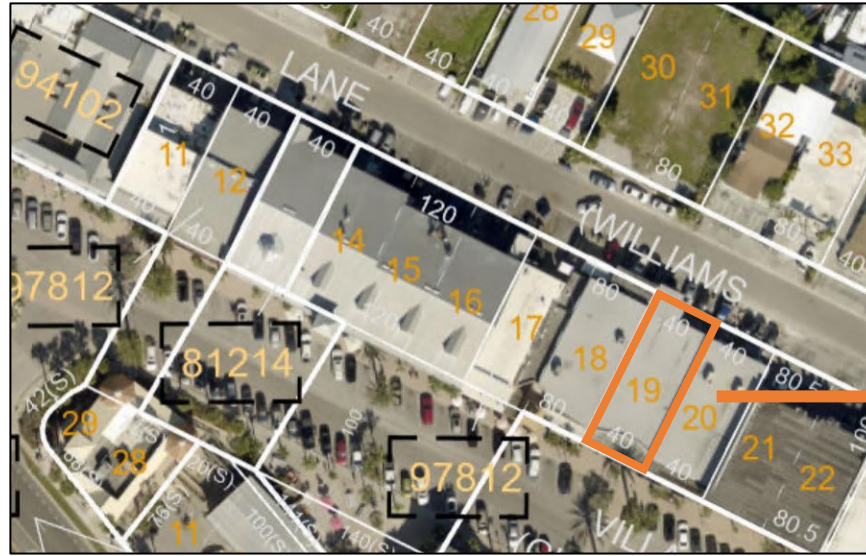
EXISTING DENSITIES AND INTENSITIES



Countywide Plan Future Land Use			Madeira Beach Comprehensive Plan Future Land Use		
Retail and Services	FAR 0.55	RES UPA: 24 TEMP UPA: 40	Commercial General	FAR 1.2	RES UPA: 15 TEMP UPA: 60
Resort	FAR 1.2	RES UPA: 30 TEMP UPA: 50	Residential/Office/Retail	FAR 1.0	RES UPA: 18 TEMP UPA: 45
Residential Medium	FAR 0.5	RES UPA: 15 TEMP UPA: 0	Resort Facilities Medium	FAR 1.0 – 2.0 (Depends on Lot Area)	RES UPA: 18 TEMP UPA: 45-75
Recreation/Open Space	FAR 0.25	RES UPA: 0 TEMP UPA: 0	Residential Medium	Not specified in Comp Plan. In Zoning	RES UPA: 15 TEMP UPA: 0
			Recreation/Open Space	FAR 0.25	RES UPA: 0 TEMP UPA: 0

Example of existing LDRs

C-1 typical lot: what is currently built vs what can be built with current setbacks and 0.55 FAR



EXISTING FAR AND DENSITY/INTENSITY



TABLE 3.3
EXISTING FAR AND DENSITY RANGE

Character District	Residential Density Range (UPA)	Temporary Lodging Density Range (UPA)	FAR Range
Boardwalk	0	0	0.4 - 1.3
Commercial Core	14.5	12.4	0.2 - 1.1
John's Pass Resort	4.8 - 70	36.4	0.1 - 1.6
Low Int. Mixed Use	9.4 - 37.7	17.5 - 34.0	0.2 - 0.7
Traditional Village	10.9	0	0.03 - 1.7
Transitional	8.3 - 45.5	42 - 58.9	0.2 - 1.3

Why does the boundary go to 133rd Ave?

Looking south towards John's Pass Village

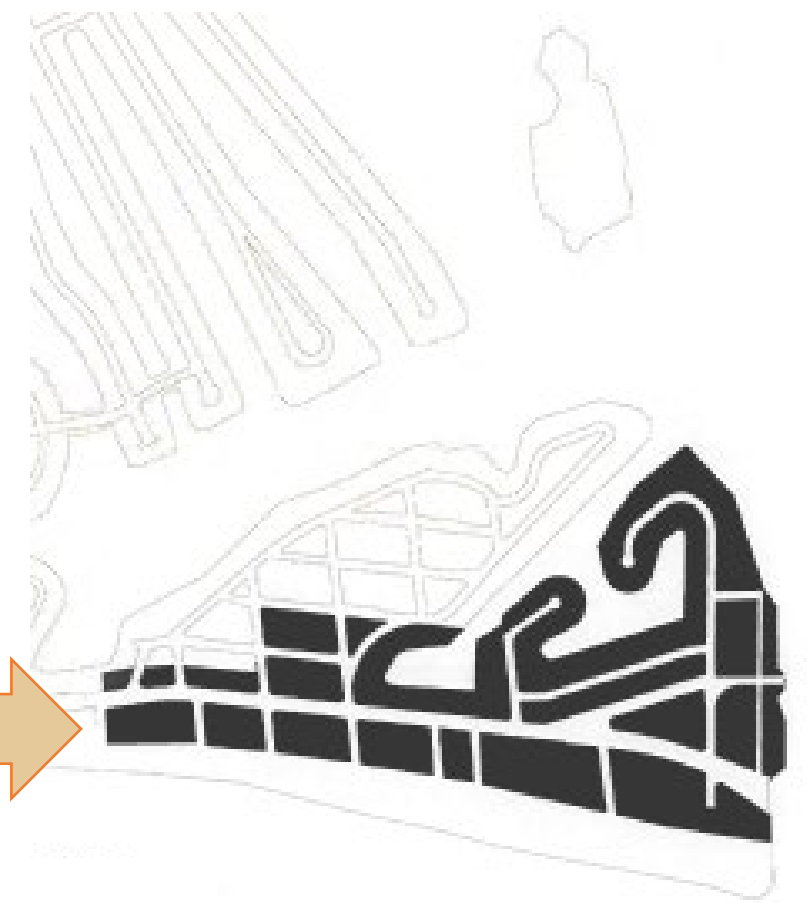
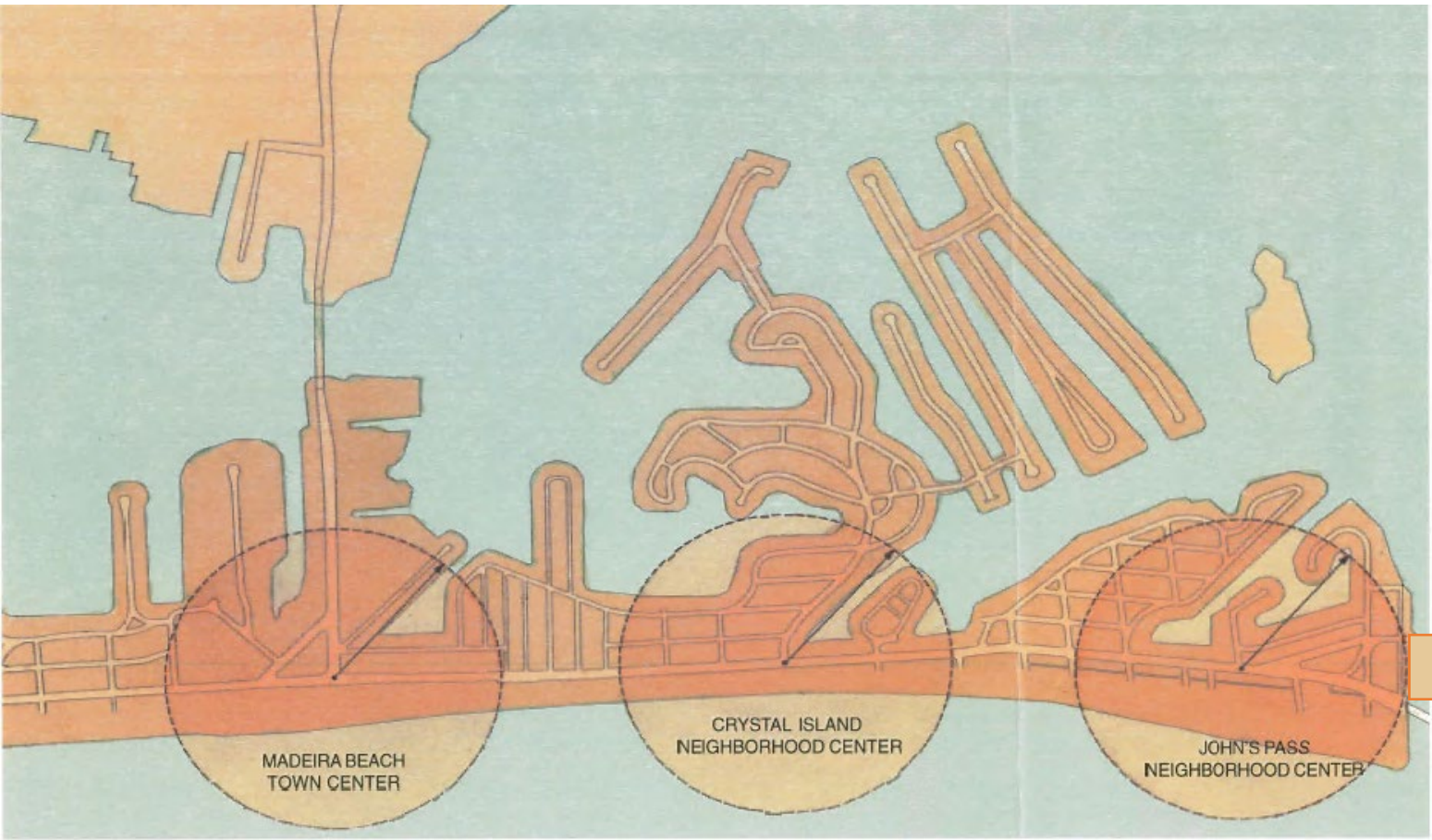


Looking north away from John's Pass Village



CITY OF MADEIRA BEACH MASTER PLAN

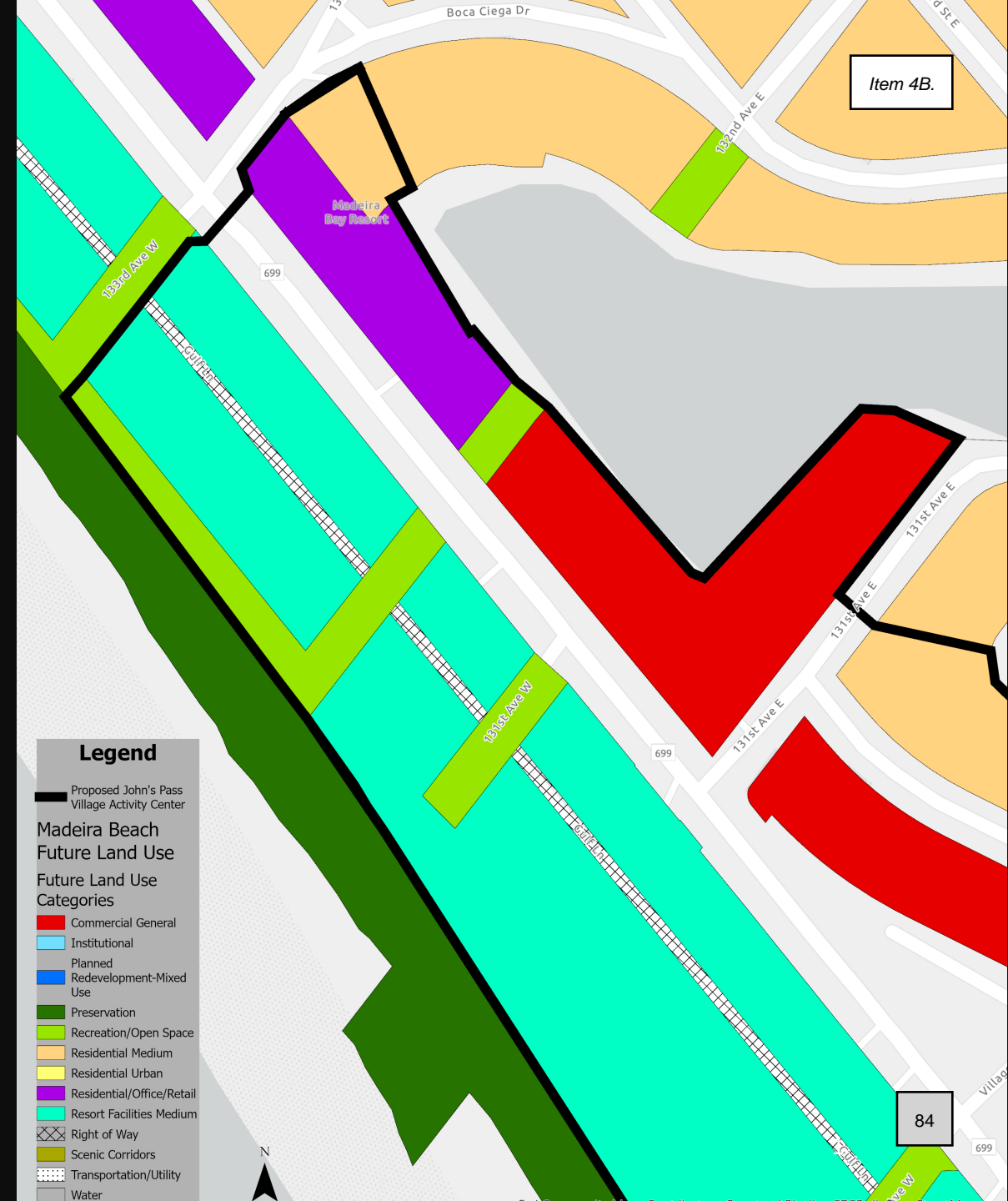
Item 4B.



Map Delimiting the Areas to Be included Within the Three Proposed Pedestrian Sheds

Existing Madeira Beach Future Land Use Transitional Character District

- Inconsistent Future Land Use (Recreation Open/Space and Residential Medium) with current development
 - Madeira Bay Resort
 - Areas landward of CCCL
- The proposed John's Pass Village Activity Center Plan corrects these inconsistencies



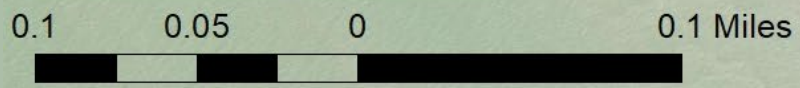
John's Pass Village Activity Center

Item 4B.



Legend

- Madeira Beach Roads
- |||| Coastal Construction Control Line
- Proposed Future Land Use Category**
- Activity Center (Community Center)



Proposed Activity Center Plan: Character Districts

Traditional Village

Commercial Core

Boardwalk

John's Pass Resort

Low Intensity Mixed Use

Transitional



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and

Recommendation – Alternative Compromise

Proposed Countywide Plan Map Amendment Findings

- The proposed Activity Center, character districts, associated uses and maximum allowable densities and intensities would address and reconcile existing inconsistencies within John's Pass Village, while recognizing existing development within the amendment area.
- Forward Pinellas staff is in support of a Neighborhood Center designation:
 - Less intense Activity Center subcategory
 - Not identified as an existing or planned Activity Center
 - Amendment area size of 27 acres
 - Limited walkability
- The proposed amendment does involve impacts to the Coastal High Hazard Area. These impacts have been addressed in detail in the attached staff report. Forward Pinellas Staff is not in support of residential density increase.

It is recommended that the board recommend an alternative compromise recommendation as per Section 6.2.1 of the Countywide Rules to approve an amendment to the Activity Center category for 27 acres (m.o.l.) of amendment area.

Community vs Neighborhood Center

Standards Applicable to Activity Center Subcategories

Activity Center Subcategory	Acreage Range	Maximum Density/Intensity Standard ¹			Traffic Generation Rate (Average Daily Trips Per Acre)
		Residential Density (Units Per Acre) ³	Temporary Lodging Density (Units Per Acre) ²	Nonresidential or Mixed-Use Intensity (Floor Area Ratio) ³	
Urban Center	200 to 500	200	330	8.0	724
Major Center	100 to 500	150	250	5.0	542
Community Center	50 to 500	90	150	3.0	325
Neighborhood Center	20 to 500	60	100	2.0	216

Notes:

- ¹ Maximum density/intensity may be calculated on an average areawide basis pursuant to Section 5.2.1.2.
- ² For residential or temporary lodging units, either the applicable UPA or the nonresidential FAR standard may be used. In the alternative, upon adoption of provisions for compliance with Section 5.2.1.3, the density and intensity standards set forth in Table 6 may be used.
- ³ For mixed-use projects, either an all-inclusive FAR standard or a proportionate share of residential density and nonresidential intensity may be used. In the alternative, the mixed-use bonus provisions of Section 4.2.3.6 may be used.



Optional Alternative Temporary Lodging Use Standards

- The Alternative Temporary Lodging Use Standards have stricter requirements compared to what could be built by right
- A Development Agreement would need to include requirements related to design standards, concurrency management standards, hurricane evacuation plans, and mobility management
- The Floor Area Ratio (FAR) would include the parking structure and various other accessory uses
- This would give the Board of Commissioners and residents additional tools to make sure future temporary lodging use developments fit within the character and scale for John’s Pass Village

5.2.2.2

Design Considerations. The purpose of the design considerations is to enable the government to authorize the increased density and intensity provided for in Table 5-1, subject to a determination that the project is compatible with the size, location, configuration and character of the site, its relationship to the Countywide Plan Map category in which it is located, and to adjoining uses; and that the overall principles of quality urban design as set forth in *Pinellas By Design: An Economic Development and Redevelopment Plan for the Pinellas Community* are furthered.

Item 4B.

In particular, design considerations applicable to the proposed use shall address the following in the Development Agreement so as to ensure compatibility in terms of context-sensitive design, and the scale and placement of the proposed use so as to achieve a harmonious relationship and fit relative to its location and surroundings:

- Building scale, including height, width, location, alignment, and spacing.
- Building design, including elevations, façade treatment, entrance and porch or balcony projections, window patterns and roof forms.
- Site improvements, including building and site coverage, accessory structures, service and amenity features, walkway and parking areas, open space, and view corridors.
- Adjoining property use, including density/intensity, and building location, setbacks, and height.

**Table 5-1
Alternative Temporary Lodging Density and Intensity Standards**

Plan Category	Temporary Lodging On Property That Is:	Maximum Density/Intensity Standards		
		Units/Acre	FAR	ISR
R, AC, MMC, PRD	Less Than One Acre	75	2.2	0.95
	Between One Acre And Three Acres	100	3.0	0.95
	Greater Than Three Acres	125	4.0	0.95
R&S	No Property Size Limitations	60	1.2	0.90
E	Subject To 5-Acre Property Size Limitation Per Section 2.3.3.8	75	1.5	0.85

White box: current
 Colored box: proposed

EAST SIDE
 FAR: 1.0/1.2
 Temp: 60
 Res: 15

FAR: 1.5/2.0*
 Temp: 50/75*
 Res: 18

WEST SIDE
 FAR: 1.0-2.0
 Temp: 45-75
 Res: 18

FAR: N/A
 Temp: N/A
 Res: 15

FAR: 1.5/2.0*
 Temp: 40/60*
 Res: 18

FAR: 1.2
 Temp: 60
 Res: 15

FAR: 2.0
 Temp: 45
 Res: 15

FAR: 1.2
 Temp: 60
 Res: 15

FAR: 2.0/2.2-3.0*
 Temp: 60/75-100*
 Res: 15

FAR: 2.0/2.2-2.5*
 Temp: 60/75-100*
 Res: 18

FAR: 1.0-2.0
 Temp: 45-75
 Res: 18

FAR: 1.2
 Temp: 60
 Res: 15

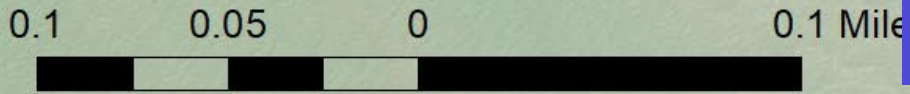
FAR: 1.5
 Temp: 0
 Res: 0

Legend

- Madeira Beach Roads
- ▬▬▬▬ Coastal Construction Control Line

John's Pass Village Activity Center Character Districts

- Boardwalk
- Commercial Core
- John's Pass Resort
- Low Intensity Mixed Use
- Tradional Village
- Transitional



Average Lot Size

**TABLE 3.4
AVERAGE LOT SIZES IN EACH CHARACTER DISTRICT**

Character District	Average Lot Size (Square Feet)	Average Lot Size (Acres)
Boardwalk	6,419.2	0.15
Commercial Core	7,964.9	0.18
John's Pass Resort	17,542.2	0.40
Low Int. Mixed Use	7,478.4	0.17
Traditional Village	8,822.0	0.20
Transitional	12,401.8	0.28
John's Pass Activity Center	11,720.5	0.27

The average lot size of approximately one-quarter acre, which varies somewhat by Character District, is relatively small and reflects the original platting of this area. Lot size is relevant to both the types of use that can be accommodated and the resultant density/intensity that can be achieved.

John's Pass Village Activity Center Character District Proposed Densities and Intensities

Item 4B.

John's Pass Activity Center Character Districts	Residential Units Per Acre (UPA)	Temporary Lodging Units Per Acre (UPA)*	FAR by District*	Avg Lot Size	Maximum Temp Lodging Density of avg lot size with DA*
Boardwalk	0	0	1.5	0.15	0
Commercial Core	15	60/75-100*	2.0/2.2-3.0*	0.18	13-18*
John's Pass Resort	18	60/75-100*	2.0/2.2-2.5*	0.40	30-40*
Low Intensity Mixed Use	18	40/60*	1.5/2.0*	0.17	10*
Traditional Village	15	45	2.0	0.20	9
Transitional	18	50/75*	1.5/2.0*	0.28	21*

*Allows for higher densities and intensities only if accompanied by an approved Development Agreement

Plan Adoption and Implementation Steps

01

Amend City's Comprehensive Plan to create Activity Center category Ordinance 2023-15

02

Initial City action to adopt Activity Center Plan Ordinance 2023-01
Initial City action to amend Future Land Use map Ordinance 2023-02

03

Amend Countywide Plan to establish Activity Center on the Countywide Plan Map and the Land Use Strategy Map (PAC/PPC/CPA)

04

Final City action to adopt Activity Center Plan Ordinance 2023-01
Final City action to amend Future Land Use map Ordinance 2023-02

05

Amend City's Land Development Code to establish Activity Center zoning districts
Administer and implement the Activity Center Plan

Ordinance 2023-01

Exhibit A

JOHN'S PASS VILLAGE

ACTIVITY CENTER PLAN





Board of Commissioners

- John B. Hendricks, Mayor
- Doug Andrews, Vice Mayor/Commissioner District 3
- Dave Hutson, Commissioner District 4
- Ray Kerr, Commissioner District 2
- David Tagliarini, Commissioner District 1

Planning Commission

- Michael Wyckoff, Chairman
- Anne-Marie Brooks, Vice-Chair
- Chuck Dillion, Second Vice-Chair
- John Connolly
- Matthew LaRue
- John Meagher
- Mike Noble

City Staff

- Robin Gomez, City Manager
- Linda Portal, Community Development Director
- Jenny Rowan, Senior Planner
- Andrew Morris, Planner/GIS Technician

- Dave Healey, Consultant

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PLANNING & URBAN DESIGN PRINCIPLES.....Page 53

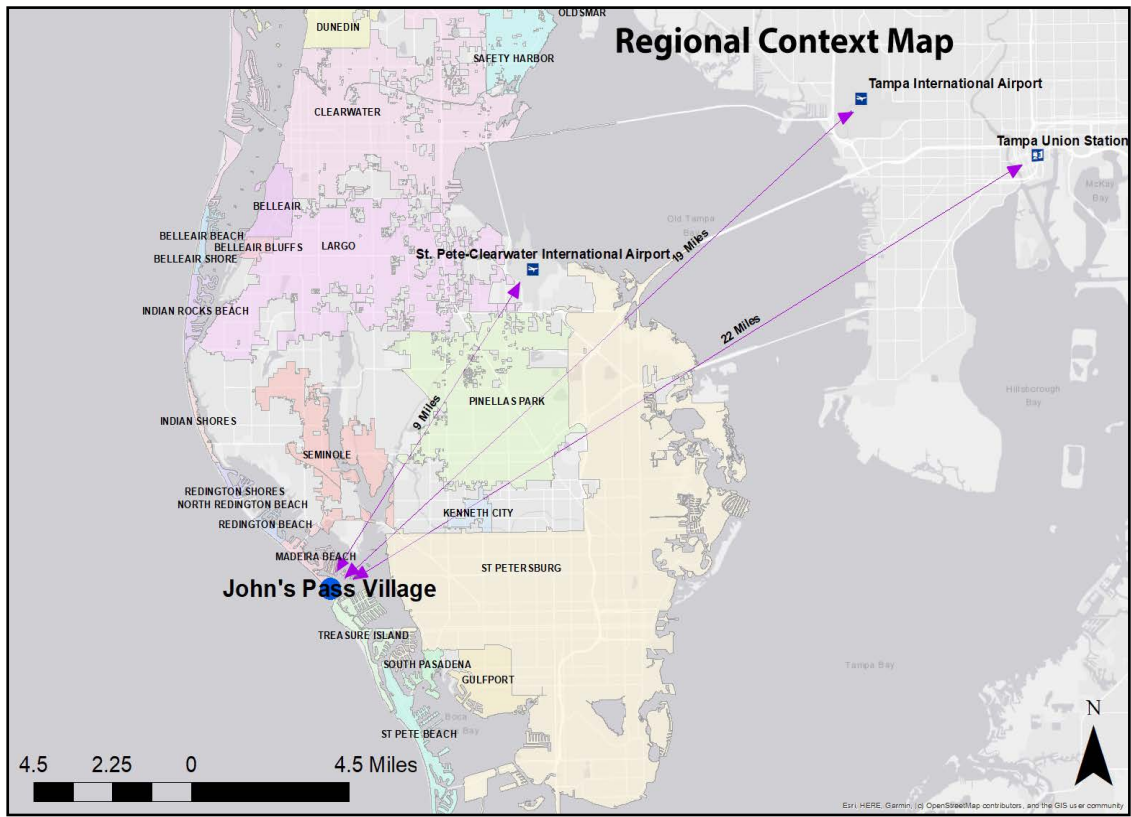
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INTRODUCTION

Chapter One

PREFACE

The City of Madeira Beach is a barrier island community consisting of a mix of low-density residential development to medium-density tourism-oriented commercial, multifamily residential, and temporary lodging accommodations. At the south end of Madeira Beach lies the center of tourism for the city, John’s Pass Village. While this area is recognized as an important tourist destination for the Tampa Bay Metro Area, it has been underutilized and saddled with an inconsistent land use policy for decades. The John’s Pass Village Activity Center Plan accounts for the existing development and encourages compatible design for future growth.



An Activity Center designation will maintain the character of the area through tailored land use and zoning policies, with a focus on tourism and multi-modal connectivity, and foster a pedestrian-friendly environment in John’s Pass Village.

PURPOSE

The John's Pass Village Activity Center Plan recognizes, protects, and enhances this unique and important area. The purposes of the Activity Center Plan are as follows:

- 1) Establish the standards and means to preserve and rebuild the existing character, uses, and density/intensity of John's Pass Village in the event of a disaster.
- 2) Reconcile inconsistencies among existing land use characteristics in the City Comprehensive Plan and The Countywide Rules Standards.
- 3) Provide for consistency and enhancement in the Activity Center for future improvement, revitalization, and potential redevelopment within the Village.

The proposed Activity Center Plan does not establish a new, significantly different, or undeveloped center, but recognizes and provides for the long-term viability of this established tourist and commercial center.

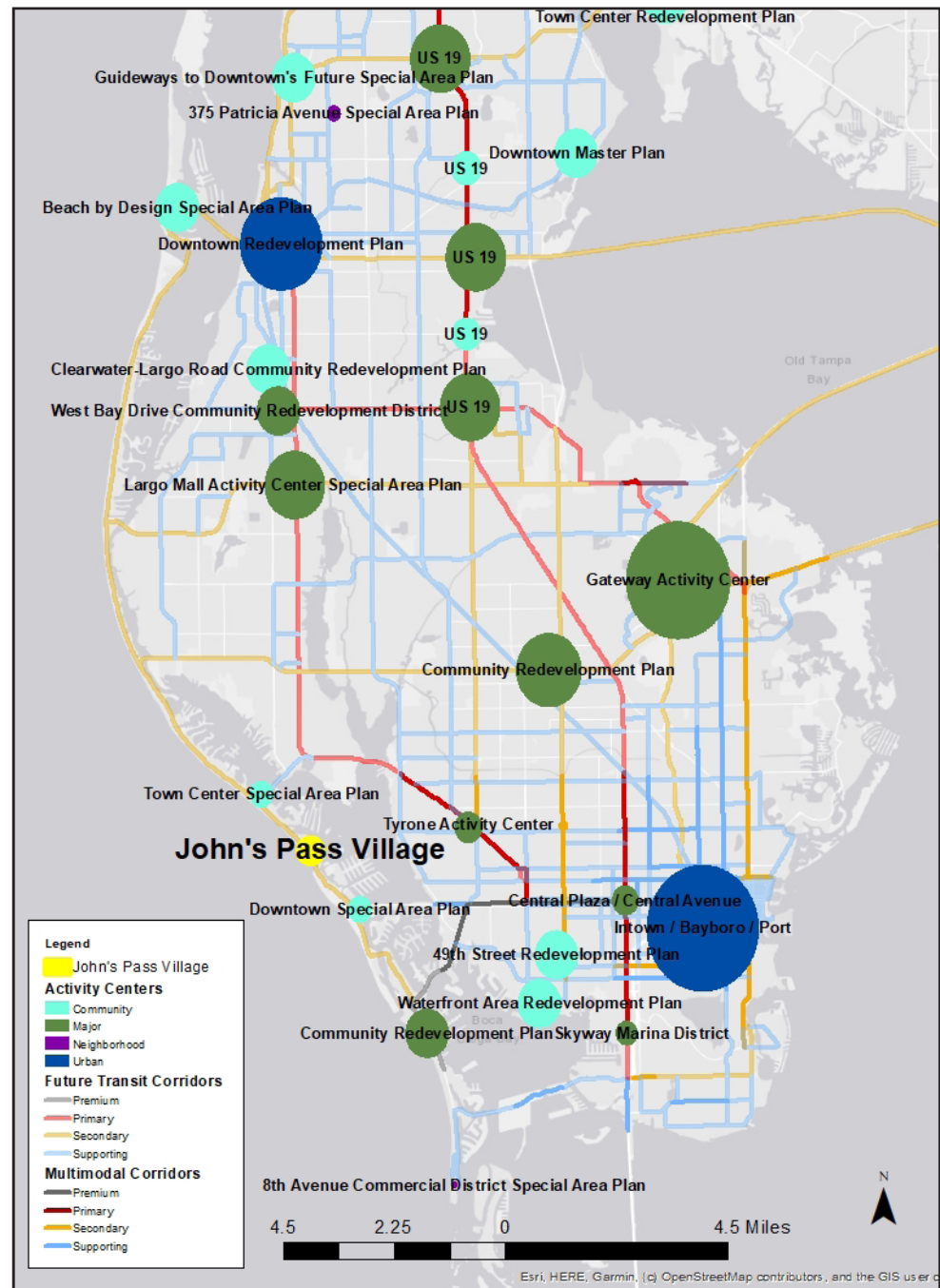
PLAN OVERVIEW

The John's Pass Village Activity Center Plan is a comprehensive attempt to memorialize the character and function of this tourist, commercial, and cultural center, and to provide for future enhancement and revitalization. The Plan documents the purpose, background, existing and proposed land use characteristics, transportation and sustainability considerations, design principles, and implementation strategies. The John's Pass Village Activity Center encompasses approximately 27 acres of land as shown on the accompanying map.



The John's Pass Village Activity Center (JPVAC) is comprised of six distinct Character Districts to better reflect existing and proposed land use and density/intensity. The density/intensity standards as provided for in the Countywide Rules for a Community Neighborhood Center Activity Center are reduced through these Character Districts. The characteristics and standards for each Character District are described further in Chapter Three of this plan.

The Countywide Rules indicate Activity Center land use designations are areas of the county that are the focal point of a community and served by enhanced transit commensurate with the type, scale, and intensity of use. Within the JPVAC, Gulf Boulevard has more dense concentrations of development compared to the lower density residential areas of the city. Gulf Boulevard is designated as a future secondary transit corridor and already has multiple Activity Centers located along the corridor. The area within the proposed John's Pass Village Activity Center is a tourist hub with a clustering of cultural, employment, and business development. John's Pass Village definitely meets the criteria for an Activity Center designation.



PLAN IMPLEMENTATION

The process to adopt and implement the John's Pass Village Activity Center Plan includes the following steps:

- Amend the Future Land Use Element of the City Comprehensive Plan to establish an Activity Center Future Land Use Plan map category.
- Adopt the Activity Center Plan and corresponding amendment of the Future Land Use Map to place the Activity Center category on the map.
- Amend the Countywide Plan Map to establish the Activity Center (Community Neighborhood Center) Plan Category on the Countywide Plan Map and the Land Use Strategy Map.
- Amend the City's Land Development Code to establish Activity Center and Character District zoning standards to administer and implement the Activity Center Plan.



BACKGROUND & CONTEXT

Chapter Two

BEGINNING 1910-1950

In 1912, George Roberts established the first homestead in Madeira Beach on 140 acres north of John's Pass. The area, then called Olive Island, was sold in 1914 to Noel Mitchell, who replaced

the homestead with Mitchell's Beach Hotel. That same year, Mitchell also made plans to develop the island for over 1,000 residents and filed a large subdivision of 40-foot-wide lots over the area now known as John's Pass Village. With no road connections to the mainland, those initial development plans were abandoned by the end of World War I and the subdivision was amended over time.

In 1927, the Corey Causeway opened between St. Pete Beach and the mainland (replacing the old wooden McAdoo Bridge toll road) and another bridge was built to span Blind Pass. The original John's Pass Bridge opened in 1927, resulting in the establishment of a commercial fishing industry on both sides of the Pass. By the mid-1930s, automobiles could travel from the Sand Key area north of Indian Rocks all the way to Pass-a-Grille.

Mitchell's Beach, Johns Pass,
near St. Petersburg, Fla.

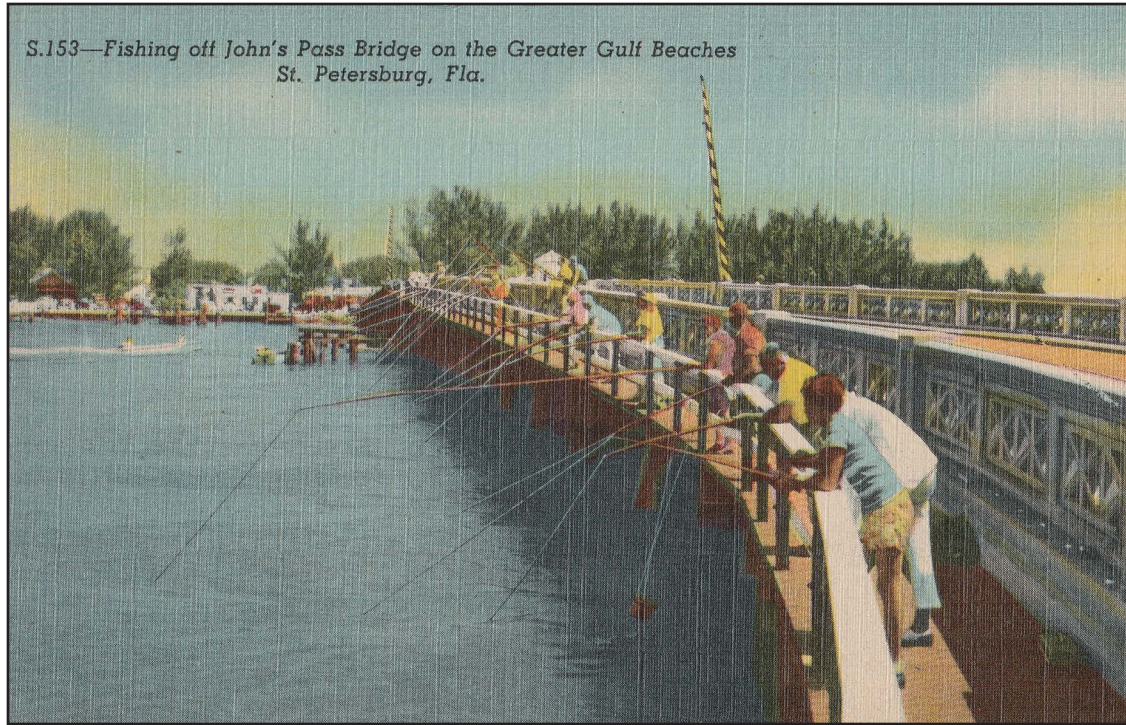




Madeira Beach remained an integral part of the growing commercial development along the beaches. John's Pass grew in popularity as a prime fishing destination and small businesses at the pass provided services to recreational fishermen and industrial fleets. The Little House Restaurant opened in 1937 on the north side of the pass. Gulf Boulevard connected various hotel and casino destinations in Redington, Treasure Island, St. Pete Beach, and the Madeira Beach Amusement Park. The Bay Pines Veterans Center was under development in the mid-1930s.

Madeira Beach was divided into subdivisions in the early 1930s, and by the 1950s the fill islands were approved and developing. Commercial activities mixed with residential, fishing, and tourist uses, continued to develop along Gulf Boulevard, as did the Town Center in the area first developed as the amusement park around 150th Avenue. In 1947, Madeira Beach was incorporated as a city. Over time, John's Pass remains the city's highest concentration of mixed-use development and the city's economic engine.

Between 1934 and 1947, the areas in Madeira Beach now known as John's Pass Village and South Beach were developed to include a bridge tender's home and office, a fishing camp, a gas station, a real estate office, and the only post office between Pass-a-Grille and Indian Rocks Beach. The area was promoted as a destination for holiday fishing with postcards and advertisements featuring men fishing from the John's Pass Bridge. The area continued to develop during the 1950s and 1960s as a fishing and holiday destination with both sides of the pass featuring bait shops, curio shops,



S.153—Fishing off John's Pass Bridge on the Greater Gulf Beaches
St. Petersburg, Fla.

restaurants, vacation rental cottages, and charter boat excursions. In the 1950s, hotels and various tourist attractions were located near John's Pass.

CONSTRUCTION AND LAND USE PLANNING 1960-2008

In 1971, a new twin-span bridge was constructed across John's Pass. This improvement included moving the access closer to the Gulf and away from Village Boulevard. The move allowed Madeira Beach to reclaim Village Boulevard as a local business street, spared from the pressure of traffic and roadway expansion that doomed small town commercial districts all over the country. The reconstructed street, Village Boulevard, was narrowed to local street standards, leaving extra right-of-way for sidewalks and parking. In 1972, merchants along the right-of-way were allowed by city action to expand the balconies and upper walkways fourteen



feet to cover the expanded pedestrian area. Parking was added in lots and on-street public parking spaces. The main street, traditional development pattern of the area was thus preserved. In fact, many of the original buildings, although expanded and altered in use, remain today.

During the 1970s and 1980s, many of the former fishing and holiday cottages in John's Pass Village were converted to commercial use or removed. This transition continued to current times with many cottages being replaced by parking to accommodate the needs of daily tourists. By the mid-1980s



the boardwalk running along the Madeira Beach side of the pass extended from the point of the old bridge to East End Lane. Recreational boating businesses replaced much of the industrial fishing fleet located near the pass.

As stated previously, Madeira Beach was originally developed as an amusement, holiday, recreational and commercial fishing destination. However, as the residential areas developed, the area grew to require regulation for compatibility and service provision. The first zoning map and regulations were adopted in 1964. The John's Pass area was given designations specific to its purpose and historic character. Along the boardwalk and seaward, the area was designated for C-4 Marine Commercial use. The remaining area was designated as C-1 Tourist Commercial, which provided for continuing the intense, but low scale mixed-use character historically built in the pass.

In the early 1980s, the city undertook major amendments to the local land development code, adopting setbacks

and other site regulations more typical of a suburban location. These regulations had the effect of rendering numerous structures non-conforming in the John's Pass area. Since the structures predated the codes, they continued to be used and improved as grandfathered structures and lots. In the 1980s, the boardwalk along the pass was extended along the second-floor height and buildings expanded upward to take advantage of direct access to the boardwalk.



In 1989, the city adopted its first comprehensive plan, noting in policy that John's Pass Village was an Activity Center, but not including a definition of Activity Center characteristics or a distinct map designation for the use. The area was instead classified with a unique designation of John's Pass Village and administered as Commercial General land use, with a row of lots along Boca Ciega Bay identified as Residential Medium. In 1992, the Rules concerning the administration of the Countywide Future Land Use Plan were amended to require that local governments' future land use plans be consistent with the Countywide Plan categories and Map.

While amendments to the City's plan were made between 1993 and 2006 that addressed certain of the standards applicable to John's Pass Village, the issue of consistency with the Countywide Plan was not fully resolved.

LAND USE AND CURRENT STATUS

2008-2023

In 2008, a consultant facilitated by the Pinellas County Planning Council on behalf of Madeira Beach completed an Evaluation and Appraisal Report. This report was used to amend the City's Future Land Use Plan. The designation of John's Pass Village as an "Activity Center" was removed from the plans policy, leaving the area designated as Commercial General and assigning it a new floor area ratio (FAR) of 1.2.

Thus, while the updated plan recognized the nature of John's Pass as a mixed use, commercial anchor, and in a state of ongoing redevelopment, it did not address its unique characteristics that typify an "Activity Center." Further, the 1.2 FAR that was assigned to the Commercial General plan category was apparently a misapplication of a Countywide standard for temporary lodging use and rendered this aspect of the new plan inconsistent with the Countywide Plan.

Though the City Plan has been updated since the 2008 edition, and the land use plan designated for other areas amended, the designation and FAR for the John's Pass Village area have not changed. Today, this largely

commercial area of John's Pass Village is classified as Retail & Services under the Countywide Plan and allows for maximum FAR of 0.55, whereas the corresponding City Plan designation of Commercial General allows for a maximum FAR of 1.2.

While the City both desires and is obligated to adopt a plan that is consistent with the Countywide Plan, it must do so in a manner that reflects both the existing, and desired future, development pattern for John's Pass Village.

To this end, the city began a community planning process and review of the current Countywide Plan categories to determine the best and most responsible designation for this important focal point in the city. The Countywide Plan was updated in 2015 and now provides for an Activity Center plan category that is intended for "areas of the county that are the focal point of the community and served by enhanced transit commensurate with the type, scale, and intensity of use." This category appears well-suited to meet the needs of the John's Pass Village area and at the same time achieve consistency with the Countywide Plan.

The City is now undertaking the community planning process to define the appropriate use of that r

category, as applied to the John's Pass area, and to request an amendment of each the City Plan and Countywide Plan to recognize the area as an Activity Center.

COMMUNITY ENGAGEMENT

The city held two public meetings and one workshop, and conducted surveys to receive public input for potential options to move forward with continued Comprehensive Plan development and revision within the guidelines of the Countywide Plan. The city sought public input to develop a plan to present to Forward Pinellas.

The city created and posted an online survey to obtain community feedback on future development of Gulf Boulevard and John's Pass Village. The survey was comprised of nine questions and 169 residents responded. Most of the respondents were 55 years or older and had lived in the city for more than five years. Most agreed that parking is an issue in the community; however, they were divided on increasing the Suncoast Beach Trolley frequency. Overall, the community responded that the maximum height of buildings in John's Pass Village and the west side of Gulf Boulevard should be four to five stories, while responses were split regarding the east side of Gulf Boulevard, feeling the heights could be more than five stories.



The community response from the survey continued through the efforts to engage businesses, residents, and owners in John's Pass Village on the potential direction of an updated plan that would better serve their interests and those of the city as a whole.

This Activity Center Plan is a comprehensive attempt to reflect the long-term interests of the city to recognize, protect and enhance the character and contributions of John's Pass Village to the city and Pinellas County.



In June 2021, the city held two public meetings and one workshop to identify two proposed

alternatives to present to Forward Pinellas with regard to the Countywide Plan Amendment. The purpose of these meetings was to inform the business owners in John's Pass Village, as well as city residents, of the need to update the land use policies and development regulations to bring the city into conformance with the Pinellas Countywide Plan.

On Wednesday, June 2nd, 2021, the city presented options to the John's Pass Village business leaders. Over 15 business leaders, Board of Commissioners, and interested parties attended the presentation.

The original proposal included designating John's Pass Village as a Community Activity Center. This option would raise maximum residential dwelling units from 24 to 90, temporary lodging units from 40 to 100, and maximum Floor A

Ratio from 0.55 to 3.0 in John's Pass Village under the Countywide Plan. The land use strategy would contain Activity Centers at each end of the future secondary corridor, Gulf Boulevard, with development to support all modes of transportation in between. Another suggested option sought to extend the existing activity center in Town Center to include the Gulf Boulevard Corridor down to John's Pass Village. This plan proposed the same changes to maximum densities and floor area ratio and was proposed to enhance community connections.

After hearing concerns from the community about increasing the amount of development along Gulf Boulevard north of John's Pass Village, the study area for the Activity Center was scaled down to just John's Pass Village and areas near John's Pass Village along Gulf Boulevard. The Community Planning staff modified the Activity Center Plan to establish this designation, while at the same time defining Character Districts and distinct density/intensity standards that would allow for more refined development within the City and protect nearby residential areas.

Forward Pinellas recommended an alternative compromise to reduce the proposed Community Center Activity Center to a Neighborhood Center Activity Center. The city reduced the Activity Center to a Neighborhood Center subcategory with allowances of the alternative temporary lodging use standards.



THE PLAN

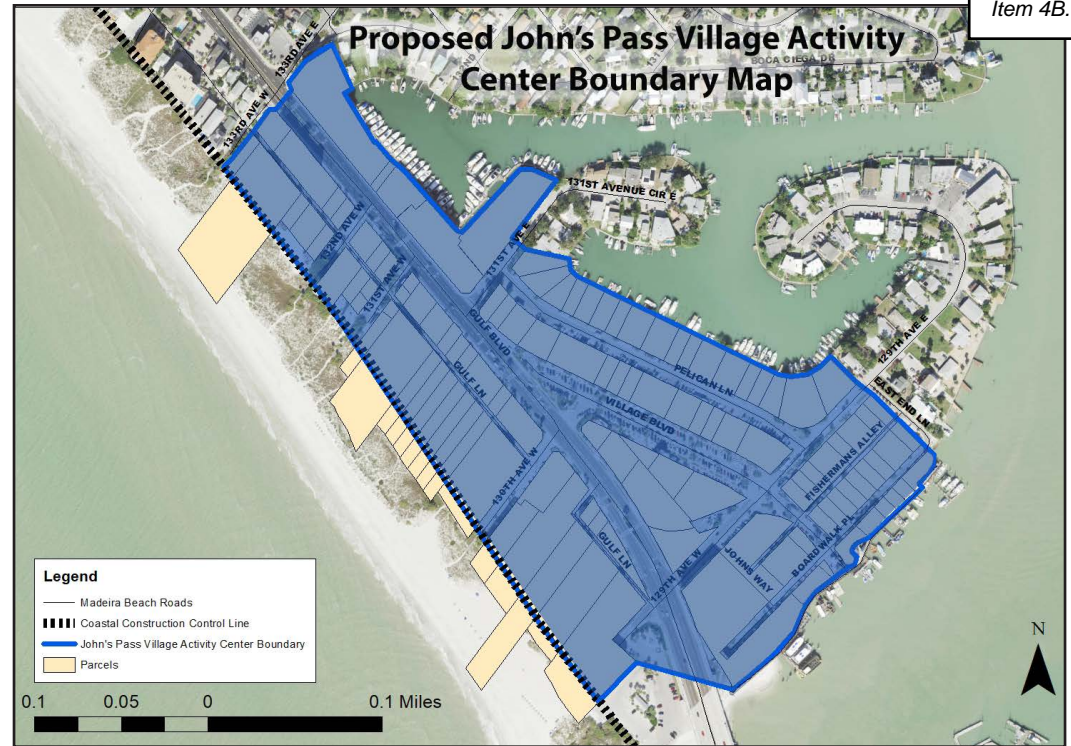
Chapter Three

OVERVIEW AND CONTENT

This chapter examines the proposed JPVAC area, the existing land use relationships, and a comparison of current City and Countywide Future Land Use designations and standards. Each of these considerations has informed and given direction to the proposed Activity Center Plan, its Character Districts and standards, and their relationship to an amended Countywide Plan that recognizes the John’s Pass Village Activity Center.

PROPOSED ACTIVITY CENTER AREA

The proposed Activity Center area is identified on the map above. The area encompassed within the Activity Center is approximately 27 acres. The Activity Center extends from the properties west of Gulf Boulevard to Boca Ciega Bay on the east, and from John’s Pass north to 133rd Avenue East.



The designated Activity Center area includes the traditional tourist business uses located along the east side of Gulf Boulevard, Village Boulevard, and the Boardwalk area; the mix of residential and temporary lodging uses on the west side of Gulf Boulevard; the transitional residential and temporary lodging uses on the east and west sides of Gulf Boulevard north of the traditional village business area; and the mix of residential and temporary lodging uses on the east side of Pelican Lane. The Activity Center designation does not include any portion of a parcel that extends west of the Coastal Construction Control Line.

EXISTING USES AND DENSITIES

The existing land uses within the Activity Center include a mix of residential, temporary lodging, and commercial uses, many of which focus on or are related to the tourism industry. Parcel size varies, but the typical lot size is quite small averaging approximately one-quarter acre. Densities and intensities in the area vary considerably and, in some cases, exceed current standards. The accompanying exhibits illustrate the essential features of the existing land use, parcel size, and density/intensity pattern.



The tables below identify the approximate percentage of use by major type for the Activity Center as a whole, as well as within the six Character Districts proposed to recognize these distinct sub-areas within the Activity Center.

**TABLE 3.1
EXISTING USES FOR JOHN'S PASS
VILLAGE ACTIVITY CENTER (JPVAC)**

Type of Use	Percentage of Type of Use for JPVAC
Vacant Residential	5.9%
Single Family Residential	6.1%
Multifamily & Temporary Lodging	50.7%
Vacant Commercial	6.1%
Tourist & General Commercial	29.5%
Marine Commercial	1.6%
	100%

**TABLE 3.2
EXISTING LAND USES PER CHARACTER DISTRICT**

Type of Use	Boardwalk	Commercial Core	John's Pass Resort	Low Intensity Mixed-Use	Traditional Village	Transitional
Vacant Residential	0	0	6%	24%	0	6%
Single Family Residential	0	0	12%	7%	0	8%
Multifamily & Temporary Lodging	0	0	78%	69%	2%	82%
Vacant Commercial	2%	29%	0	0	12%	0
Tourist & General Commercial	88%	71%	4%	0	86%	0
Marine Commercial	10%	0	0	0	0	4%
	100%	100%	100%	100%	100%	100%

**TABLE 3.3
EXISTING FAR AND DENSITY RANGE**

Character District	Residential Density Range (UPA)	Temporary Lodging Density Range (UPA)	FAR Range
Boardwalk	0	0	0.4 - 1.3
Commercial Core	14.5	12.4	0.2 - 1.1
John's Pass Resort	4.8 - 70	36.4	0.1 - 1.6
Low Int. Mixed Use	9.4 - 37.7	17.5 - 34.0	0.2 - 0.7
Traditional Village	10.9	0	0.03 - 1.7
Transitional	8.3 - 45.5	42 - 58.9	0.2 - 1.3

The current intensity of development, as measured by Floor Area Ratio (FAR), frequently exceeds the current FAR standard of 0.55 in the areas designated Retail & Services on the Countywide Plan. These examples of higher density/intensity are consistent with the characteristics and standards of the proposed individual Character Districts of the Activity Center Plan. They are also consistent with or well below the maximum permitted standards of the Countywide Plan for a **Community Neighborhood** Center Activity Center.

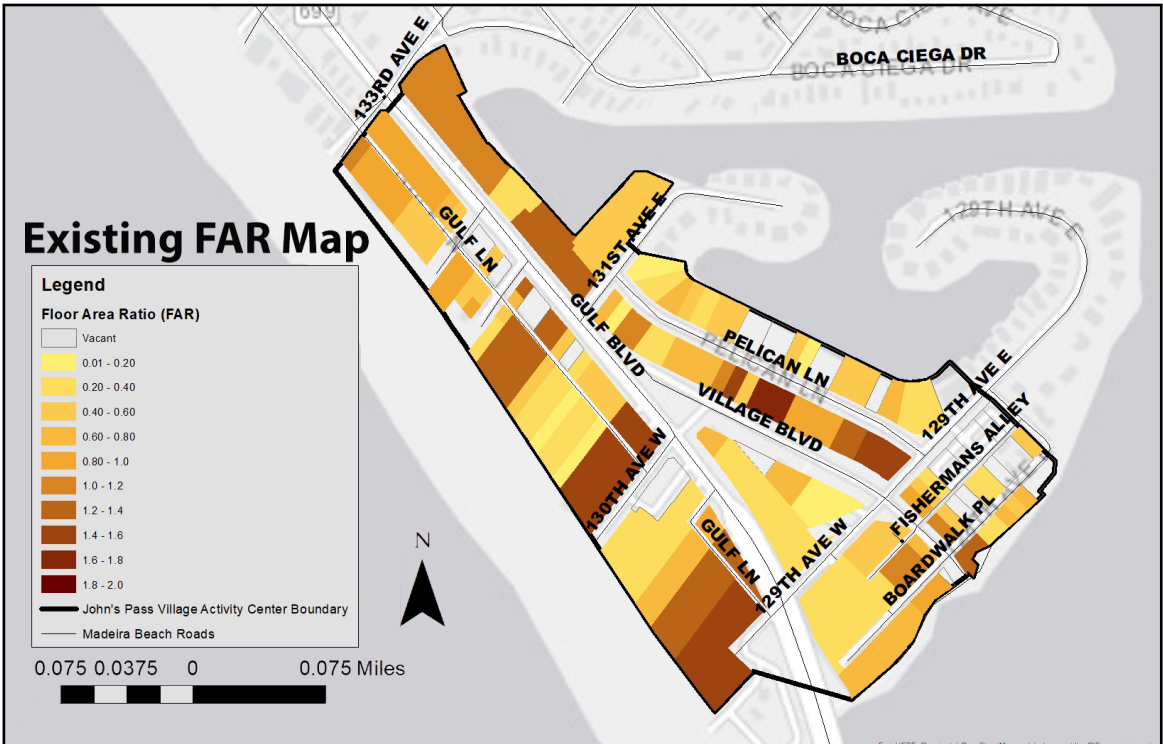


TABLE 3.4
AVERAGE LOT SIZES IN EACH CHARACTER DISTRICT

Character District	Average Lot Size (Square Feet)	Average Lot Size (Acres)
Boardwalk	6,419.2	0.15
Commercial Core	7,964.9	0.18
John’s Pass Resort	17,542.2	0.40
Low Int. Mixed Use	7,478.4	0.17
Traditional Village	8,822.0	0.20
Transitional	12,401.8	0.28
John’s Pass Activity Center	11,720.5	0.27

The average lot size of approximately one-quarter acre, which varies somewhat by Character District, is relatively small and reflects the original platting of this area. Lot size is relevant to both the types of use that can be accommodated and the resultant density/intensity that can be achieved.

EXISTING PLAN DESIGNATIONS AND STANDARDS

The following exhibits show the existing City and Countywide Future Land Use Plan categories in the John’s Pass Village Activity Center area, the land area and percentage of total area attributable to each, and their respective density/intensity standards.

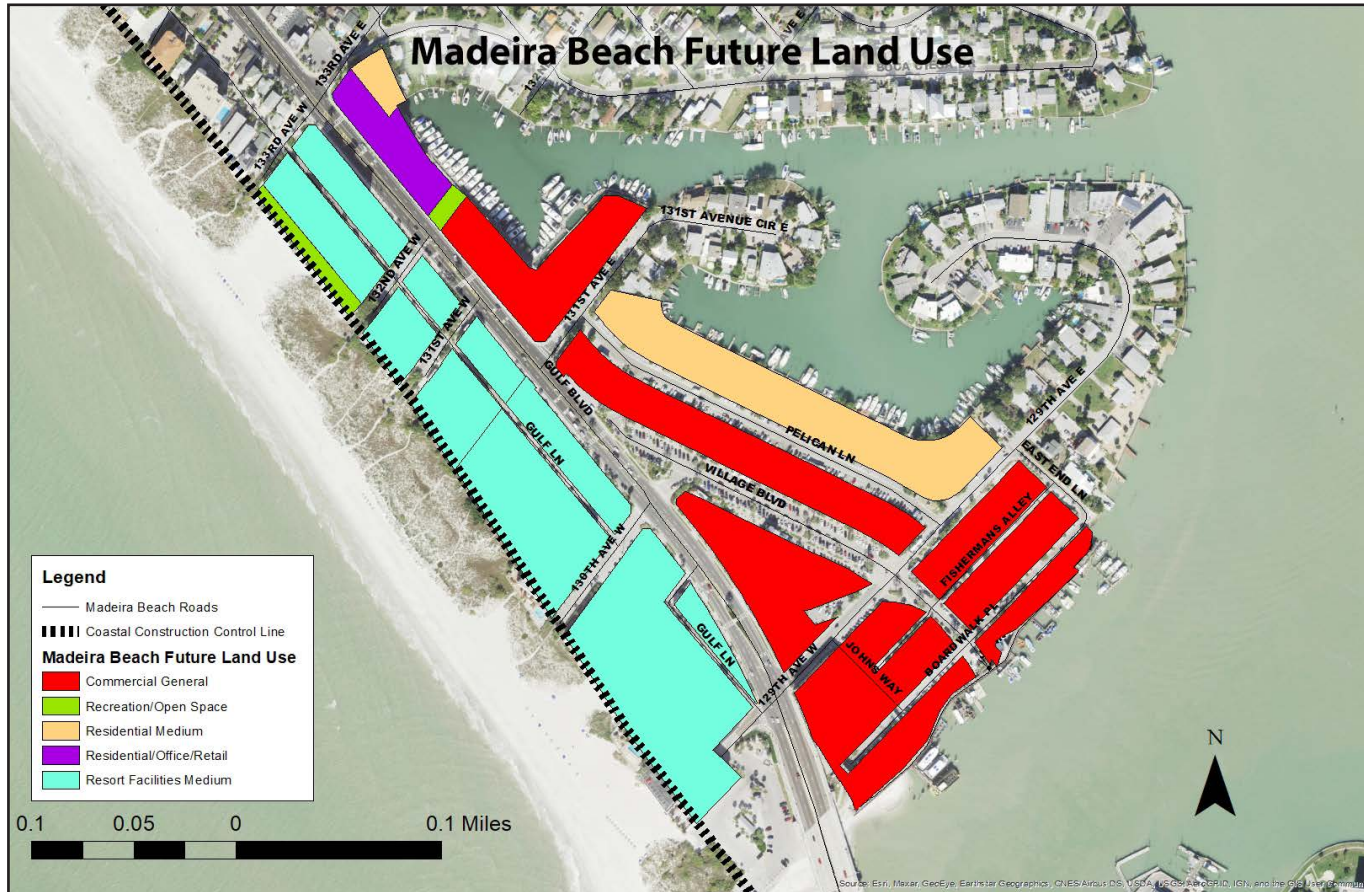


TABLE 3.5 EXISTING MADEIRA BEACH FUTURE LAND USE CATEGORY DENSITY AND INTENSITY MAXIMUMS

Future Land Use Category	Residential UPA	Temporary Lodging UPA	Floor Area Ratio	Acres	Future Land Use Category Percentage of Total Acres
Commercial General	15	60	1.2	11.28	41.7%
Recreation/Open Space	0	0	0.25	0.46	1.7%
Residential Medium	15	0	0.65, 0.8	3.36	12.4%
Residential/Office/Retail	18	45	1.0	0.88	3.2%
Resort Facilities Medium	18	45, 60, 75*	1.0, 1.5, 2.0*	11.06	40.9%
				27.04	100%

* Depends on land size

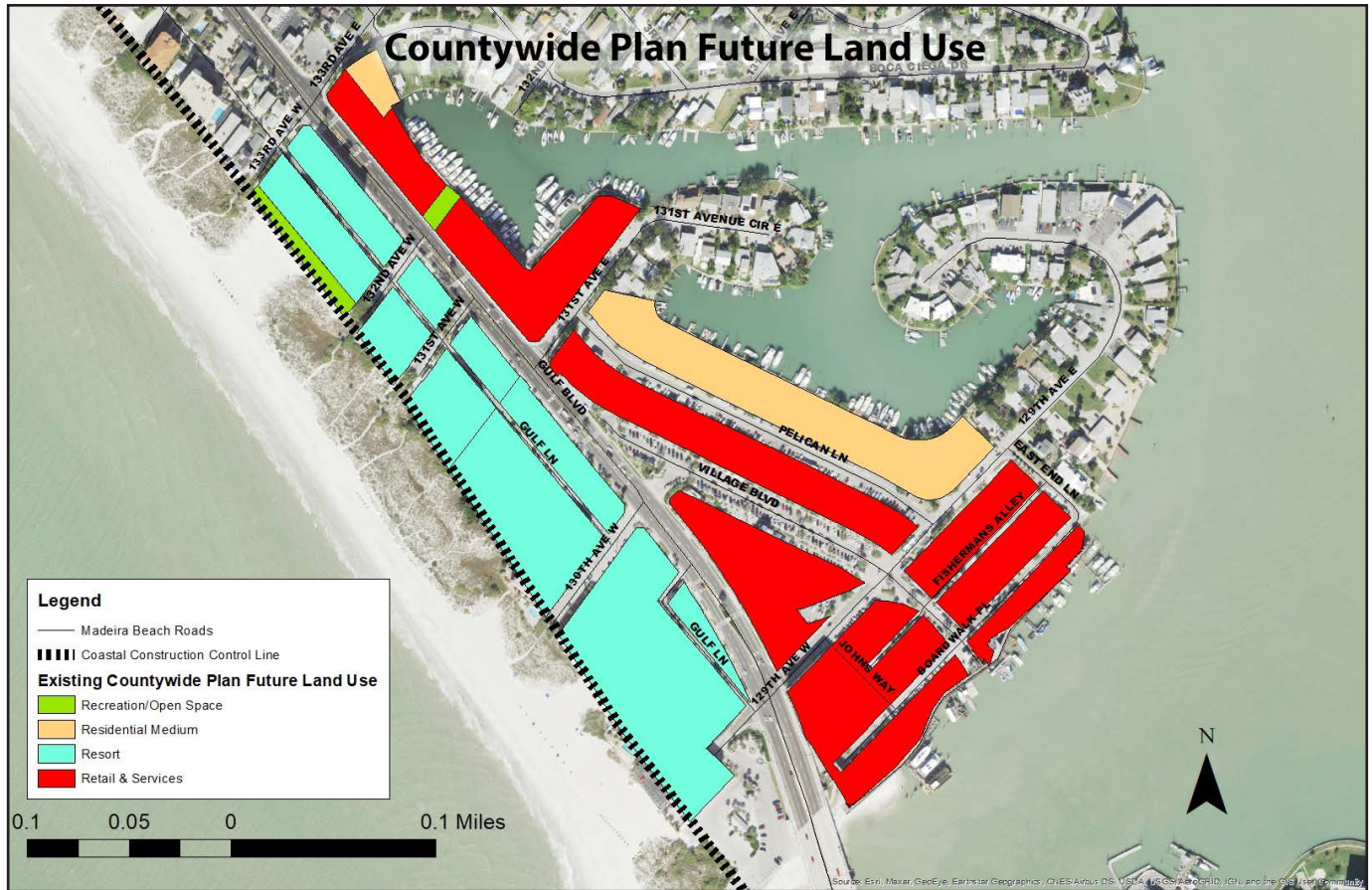


TABLE 3.6 EXISTING COUNTYWIDE FUTURE LAND USE CATEGORY DENSITY AND INTENSITY MAXIMUMS

Future Land Use Category	Residential UPA	Temporary Lodging UPA	Floor Area Ratio	Acres	Future Land Use Category Percentage of Total Acres
Recreation/Open Space	0	0	0.25	0.46	1.7%
Residential Medium	15	0	0.5	3.36	12.4%
Resort	30	50	1.2	11.06	40.9%
Retail & Services	24	40	0.55	12.16	45%
				27.04	100%

Most of the area east of Gulf Boulevard is currently designated Commercial General, with a small portion at the northeast corner of the proposed Activity Center designated Residential/Office/Retail on the City Future Land Use Map. The Countywide Plan Map designates this area as Retail & Services. These areas east of Gulf Boulevard are approximately 12 acres of the 27 acres, or 45 percent of the Activity Center. These categories represent the traditional center and focal point of John's Pass Village.

The area west of Gulf Boulevard has a City Future Land Use Map designation of Resort Facilities Medium. The Countywide Plan Map category for this area is Resort. This area is some 11 acres or 41 percent of the Activity Center. These "Resort" classifications consist of a mix of residential and temporary lodging uses that form the western edge and are an integral part of John's Pass Village.

The final two existing plan categories are located in the Transitional district, which includes a small 0.46-acre area of Recreation/Open Space that is part of private development along Gulf Boulevard on the inland side of the Coastal Construction Control Line. The Recreation/Open Space designation on the east side of Gulf Boulevard is due to a utility easement that traverses

the property. Properties designated as Residential Medium on the Future Land Use maps of both the City and Countywide Plans are located along the east side of Pelican Lane, characterized by a mix of residential and temporary lodging uses.

The existing City and Countywide Plan categories and their respective density/intensity standards illustrate three fundamental issues that are problematic to the long-term viability and enhancement of John's Pass Village. These three issues are:

1. The density/intensity standards in the respective City and Countywide Plans are not consistent – particularly between the City's Commercial General category and the Countywide Plan's Retail & Services category.
2. The existing plan categories do not sufficiently reflect the distinct characteristics of the uses within, and their relationship to, the overall area.
3. The density/intensity standards do not accurately reflect or provide support for either the existing density/intensity of, or the future potential to, revitalize and enhance John's Pass Village.

The composition and key features of the proposed Activity Center Plan described in the following section are designed to address these fundamental issues.

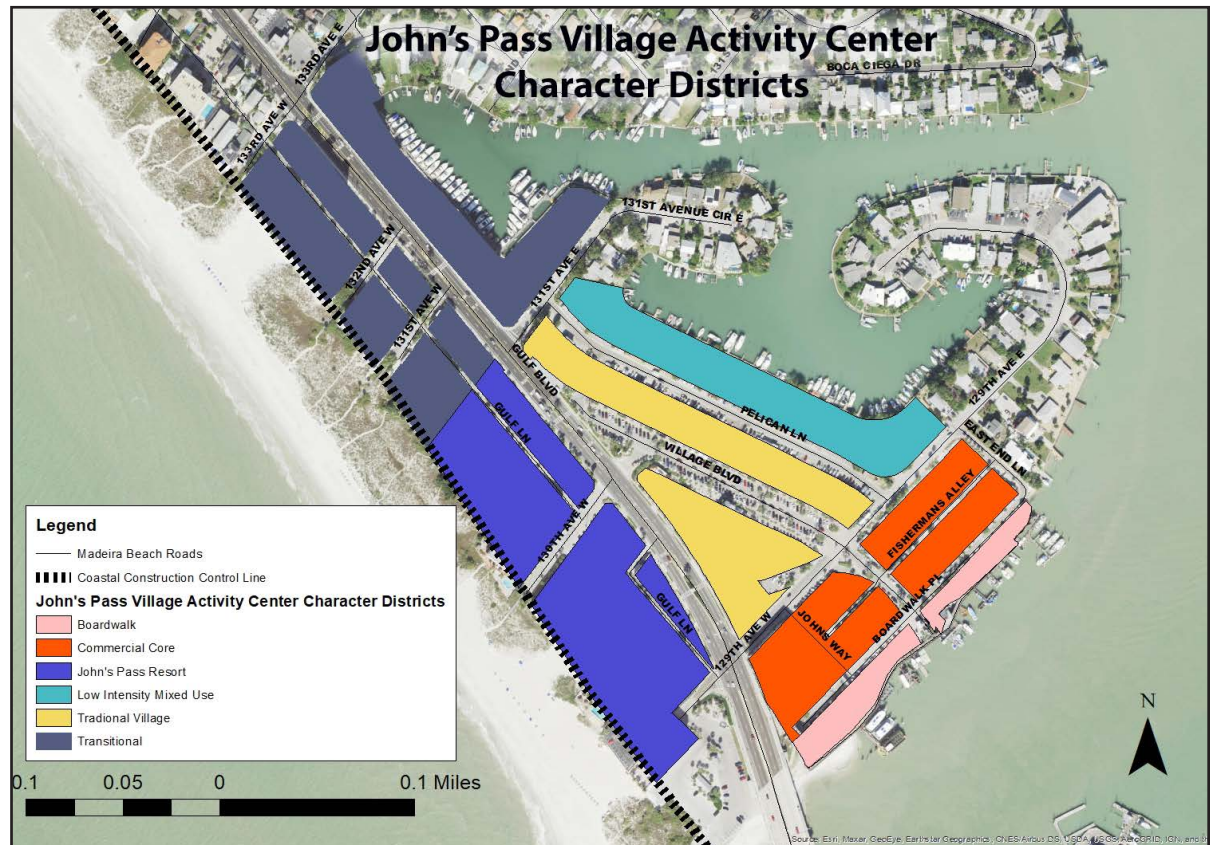
PROPOSED ACTIVITY CENTER PLAN

Plan Categories and Standards

The proposed plan designates the area shown on the accompanying map as an Activity Center on both the Madeira Beach Comprehensive Plan Map and the Countywide Plan Map.

The City's Activity Center designation will further differentiate the six Character Districts within the Activity Center, with each district recognized as part of the approved plan for both the City and Countywide Plans.

Each of the Character Districts is intended to recognize the distinct location, use, and density/intensity features of these components of John's Pass Village and provide for their future continuation and enhancement.



Character Districts

The following provides a description of the purpose, characteristics, and guidelines for development and revitalization of each of these districts within the Activity Center. The density and intensity standards for each Character District in the Activity Center are to be employed as dual standards; wherever applicable, both the unit count and the all-inclusive floor area maximums must be complied with.

Traditional Village

The character of this district is defined by the massing, rhythm, minimal setbacks, orientation of buildings to the street, and active ground-level retail. An elongated arcade envelops part of the wide sidewalk to create a separate public space sheltered from the sun and an opportunity for sidewalk business activity. Village Boulevard is a tree-lined street consisting of mostly palm trees and low shrubbery in designated landscape areas.

Surface parking will only be allowed in the rear of buildings. All uses are required to meet parking standards at one-half the required parking standards otherwise required in the City, and shared or contracted parking is encouraged.



Stand-alone structured parking will not be allowed in this district. Land Development Regulations will provide specifics regarding build-to lines, parking requirements, outdoor uses, unified signage, architectural articulation, and design guidelines.

Allowed Uses: Residential, Temporary Lodging, and Commercial.

Density: Residential 15 UPA, Temporary Lodging 45 UPA.

Intensity: FAR 2.0, 5, and FAR 3.0 with a Development Agreement.

Commercial Core

The character of this district is defined by the orientation of buildings to the street, wide sidewalks, ground-level and upper-level commercial, business access, build-to lines, and upper-level tourist facilities. Sites will be planned and buildings designed to respect adjacent residential use, with design and massing techniques to minimize any incompatibility. Parking will be designed in small integrated lots or in structured parking facilities with ground-level commercial to camouflage the parking structure. Land Development Regulations will provide specifics regarding the build-to lines, architectural articulation, height, parking requirements, outdoor uses, unified signage, and design guidelines.

Allowed Uses: Residential, Temporary Lodging, and Commercial.

Density: Residential 15 UPA, Temporary Lodging 60 UPA, ~~and Temporary Lodging 100 UPA with Development Agreement.~~

Intensity: FAR 2.0 ~~5, and FAR 3.0 with Development Agreement.~~

Alternative Temporary Lodging Use Standard: Areas less than an acre Temporary Lodging 75 UPA and FAR 2.2
Areas over an acre Temporary Lodging 100 UPA and FAR 3.0.



Boardwalk District

This district's character is defined by the rustic, unfinished "fishing village" style of commercial buildings accessible from the second floor along the boardwalk. The boardwalk wraps around the district overlooking John's Pass. The ground floor level, under the boardwalk, is mostly open air and commonly used for tourist services and commercial fishing-related businesses. There are no setbacks from the boardwalk and minimal setbacks between buildings, and along the sidewalk adjacent to Boardwalk Place. The docks adjacent to the boardwalk are used primarily for boat charters

and seating for restaurants. All buildings are within the Flood Insurance Rate Map (FIRM) designation of Coastal A. The mix of commercial fishing, recreational fishing, and tourism-related retail and services are allowed and compatible in this district. Land Development Regulations will provide specifics regarding the architectural articulation, height, parking requirements, outdoor uses, unified signage, buffering, and design guidelines.



Allowed Uses: Commercial, Commercial Recreation, and Services.

Density: Residential and Temporary Lodging 0 UPA.

Intensity: FAR 1.5, ~~and FAR 2.0 with Development Agreement.~~

Low Intensity Mixed Use

The character of this district is defined by the mix of residential and temporary lodging uses of various tenure and type. The district sits directly behind the commercial activity in the Traditional Village District. Historically, this district was the site of tourist cottages, rooming houses, and retirement homes. Development needs to be sensitive in nature and limited in scale given the presence of single-family residential units and temporary lodging immediately adjacent to and located between the service side of the Traditional Village District and Boca Ciega Bay. Small lots and pedestrian activity will be supported in the Land Development Regulations with the inclusion of build-to lines, curb cut limitations, height,

shared refuse collection sites in Traditional Village District, and sidewalk requirements.



Allowed Uses: Residential, Temporary Lodging, and Commercial only up to 20 percent of the building floor area.

Density: Residential 18 UPA, Temporary Lodging 40 UPA and ~~60 UPA with Development Agreement.~~

Intensity: FAR 1.5, ~~and 2.0 with Development Agreement.~~

Alternative Temporary Lodging Use Standard: Temporary Lodging 60 UPA and FAR 2.0

John's Pass Resort

The character of this district is defined by a mix of residential development, tourist accommodations, and limited business activities. The John's Pass Resort District is situated on the east side of the beach along Gulf Boulevard. Building scale varies and includes large scale, multi-story residential, and temporary lodging uses with large ground-level parking lots, and multi- and single-family homes. The Land Development Regulations will include setbacks, landscaping, and height.

Allowed Uses: Residential, Temporary Lodging, and Commercial only up to 20 percent of the building floor area.

Density: Residential ~~24~~ 18 UPA, Temporary Lodging ~~75-60~~ UPA, ~~and Temporary Lodging 100 UPA with a Development Agreement.~~

Intensity: FAR 2.0, ~~and FAR 2.5 with Development Agreement.~~

Alternative Temporary Lodging Use Standard: Areas less than an acre Temporary Lodging 75 UPA and FAR 2.2
Areas over an acre Temporary Lodging 100 UPA and FAR 2.5



Transitional

This district serves as a buffer from higher intensity/density to lower intensity/density. The east side of Gulf Boulevard section of the district has the potential to support mixed-use buildings with residential uses above the base flood elevation plus freeboard, while single-use buildings remain a development option. Existing setback lines are to be replaced by reduced setbacks to make better use of the shallow lot depth, and encourage access and parking designs that provide maneuvering and queuing away from the traffic on Gulf Boulevard. The west side of Gulf Boulevard will continue to stay focused on residential and temporary lodging uses. Standalone commercial uses are prohibited on the west side of Gulf Boulevard within this district. The Land Development Regulations will include setbacks, landscaping, and height.

Allowed Uses: Residential and Temporary Lodging. Commercial is only allowed up to 20 percent of building floor area for properties on the west side of Gulf Boulevard. Commercial is allowed on the east side of Gulf Boulevard.

Density: Residential 18 UPA, Temporary Lodging 50 UPA, ~~and Temporary Lodging 75 UPA with Development Agreement.~~

Intensity: FAR 1.5, ~~and FAR 2.0 with Development Agreement.~~

Alternative Temporary Lodging Use Standard: Temporary Lodging 75 UPA and FAR 2.0



RELATIONSHIP TO COUNTYWIDE PLAN

The adoption of an amendment to the City's Future Land Use Plan, establishing the Activity Center for John's Pass Village, requires approval of a corresponding amendment to the Countywide Plan. The amendment of the Countywide Plan will create the Activity Center designation on the Countywide Plan Map.

The Countywide Plan provides for a hierarchy or subcategories of Activity Center, based on their location, size and function. In the case of John's Pass Village, the appropriate sub-classification under the Countywide Rules is a "Community Center" Neighborhood Center. The City Activity Plan standards must be consistent with the overall standards of the Countywide Plan for a Community Neighborhood Center level Activity Center designation.

It is the intent of the Activity Center Plan and the maximum density and intensity standards of each Character District that the maximum density and intensity standard shall not be exceeded absent an amendment to the Activity Center Plan to provide for any such change. The Activity Center Plan further stipulates that any such amendment to the maximum density and intensity standards for each Character District shall also require a corresponding amendment of the Countywide Plan approving any such amendment.

As illustrated in the tables on the next page, the overall average density/intensity that could be achieved under the City's Activity Center Plan, based on the proportionate acreage in each Character District and their respective standards, is substantially less than the maximum permitted under the Countywide Plan.

TABLE 3.7

JOHN'S PASS ACTIVITY CENTER CHARACTER DISTRICT MAXIMUM DENSITY AND INTENSITY STANDARDS

Character District	Residential	Temporary	FAR	Acres	District Percentage
Boardwalk	0	0	1.5/2.0*	1.33	4.9%
Commercial Core	15	60/100*	2.5/3.0*	3.84	14.2%
John's Pass Resort	24	75/100*	2.0/2.5*	7.25	26.8%
Low Int. Mixed Use	18	40/60*	1.5/2.0*	3.09	11.4%
Traditional Village	15	45	2.5/3.0*	4.25	15.7%
Transitional	18	50/75*	1.5/2.0*	7.29	26.9%
				27.04	100%

*Bonus Standards are available only through a Development Agreement

Character District	Residential UPA	Temporary Lodging UPA	Alternative Temporary Lodging UPA*	FAR	Alternative Temporary Lodging FAR*
Boardwalk	0	0	n/a	1.5	n/a
Commercial Core	15	60	less than one acre 75* one acre or more 100*	2.0	less than one acre 2.2* one acre or more 3.0*
John's Pass Resort	18	60	less than one acre 75* one acre or more 100*	2.0	less than one acre 2.2* one acre or more 2.5*
Low Int. Mixed Use	18	40	60*	1.5	2.0*
Traditional Village	15	45	n/a	2.0	n/a
Transitional	18	50	75*	1.5	2.0*

*A Development Agreement is required by the City's Comprehensive Plan, Land Development Regulations, and Forward Pinellas' Countywide Rules to use the Alternative Temporary Lodging Use Standard. The Development Agreement must follow all requirements in Forward Pinellas Countywide Rules to use the Alternative Temporary Lodging Use Standard.

TABLE 3.8
JOHN'S PASS VILLAGE ACTIVITY CENTER AVERAGE DENSITIES AND INTENSITIES STANDARDS
AS COMPARED TO COUNTYWIDE MAXIMUM STANDARDS

	Existing Madeira Beach Comprehensive <u>Plan Existing</u> <u>Average Standards</u>	Countywide Plan Existing Average Standards	Countywide Plan Activity Center (Community <u>Neighborhood</u> Center) Maximum Standard	Highest <u>by right</u> Standards in JPVAC	Average <u>by right</u> Standards in JPVAC	Average Bonus* <u>Standards in</u> <u>JPVAC</u>
Residential UPA	16.07	24.92 <u>25</u>	90-60	24 <u>18</u>	19.44 <u>16</u>	19.44
Temporary Lodging UPA	51.02	38.43 <u>38</u>	150-100	100 <u>60</u>	56.44 <u>50</u>	75.14
FAR	1.24	0.80	3.0 <u>2.0</u>	3.0 <u>2.0</u>	1.93 <u>1.78</u>	2.43

TABLE 3.9
THE COUNTYWIDE ALTERNATIVE TEMPORARY LODGING USE STANDARDS AS COMPARED TO JOHN'S PASS VILLAGE ACTIVITY CENTER ALTERNATIVE
TEMPORARY LODGING USES DENSITIES AND INTENSITIES STANDARDS

	<u>Highest Alternative</u> <u>Temporary Lodging Use</u> <u>Standards (Activity Center)</u> <u>in Countywide Plan</u>	<u>Highest Alternative</u> <u>Temporary Lodging</u> <u>Use standard in JPVAC</u>	<u>Average Highest or</u> <u>Alternative Temporary</u> <u>Lodging Use Standard in</u> <u>JPVAC</u>
Temporary Lodging UPA	125	100	70
FAR	4.0	3.0	2.08

ALTERNATIVE TEMPORARY LODGING USE STANDARD

The alternative temporary lodging use standard is detailed in the Forward Pinellas Countywide Rules in Section 5.2.2. The alternative temporary lodging use standards are only allowed with an approved development agreement that at a minimum details concurrency management, design standards, mobility management, and complies with emergency evacuation plans and procedures as required in the Countywide Rules. Local governments may allow the Countywide Plan’s alternative temporary lodging use standards equal to or lesser than what is states in the Countywide Rules (Table 3.10).

All development that uses the alternative temporary lodging use standard as presented in this plan must comply with the Countywide Rules’ required standards at the time of the application. Any new standards adopted by the county after this plan is adopted must be followed to receive the alternative temporary lodging use standards. Development agreements to use the alternative standards in the John’s Pass Village Activity Center must also comply with the requirements for a development agreement in the Madeira Beach Code of Ordinances.

Table 3.10 shows the maximum alternative temporary lodging standards in the Countywide Rules for the Activity Center plan category. The John’s Pass Village Activity Center alternative temporary lodging standards (shown in Table 3.7) do not exceed the allowed standards, and in many cases are more restrictive than the maximum allowed by the Countywide Rules.

TABLE 3.10
ALTERNATIVE TEMPORARY LODGING DENSITY AND INTENSITY STANDARDS IN THE COUNTYWIDE RULES FOR ACTIVITY CENTER PLAN CATEGORY

<u>Property Area</u>	<u>Units/Acre</u>	<u>FAR</u>
<u>Less Than One Acre</u>	<u>75</u>	<u>2.2</u>
<u>Between One and Three Acres</u>	<u>100</u>	<u>3.0</u>
<u>Greater Than Three Acres</u>	<u>125</u>	<u>4.0</u>

TRANSPORTATION

Chapter Four

TRAFFIC GENERATION RATES AND IMPACTS

In Section 6.2.5 of the Countywide Plan, proposed Activity Centers that are ten acres or larger require a transportation impact analysis to compare traffic generation rates of the existing future land use categories with those of the proposed Activity Center. The Countywide Plan includes traffic generation characteristics for each Future Land Use category based on average daily trips (ADT) per acre. The traffic generation rate for an existing future land use category is calculated by multiplying average daily trips per acre by the total number of acres.

Most of John's Pass Village Activity Center currently has a future land use designation of Retail & Services. This category is focused on suburban style retail commercial and employment centers along major transportation facilities that generate a large number of vehicle trips. The traffic generation rate for Retail & Services is 433 average daily trips (ADT) per acre (see Table 4.1).

**TABLE 4.1
EXISTING FUTURE LAND USE TRAFFIC GENERATION RATE**

Existing Future Land Use Categories	Acres	Traffic Generation Rate	Average Daily Trips
Recreation/Open Space	0.46	3	1.39
Residential Medium	3.36	96	322.9
Resort	11.06	279	3086.45
Retail & Services	12.16	433	5263.39
	27.04		8674.13

**TABLE 4.3
CURRENT VS PROPOSED AVERAGE DAILY TRIPS**

Category	Average Daily Trips
Current	8674.13
Proposed	4394.72 2920.80

These traffic generation rates based on the Countywide Plan Standards, illustrate that the average daily trips projected to occur as a result of the reclassification of the Countywide Plan to Activity Center will not increase, and in fact may be reduced.

**TABLE 4.2
PROPOSED FUTURE LAND USE TRAFFIC GENERATION RATE**

Proposed Future Land Use Categories	Acres	Traffic Generation Rate	Average Daily Trips	Average Daily Trips at 50% (Countywide Rule Sec 6.2.5)
Activity Center (Community Neighborhood Center)	27.04	216.325	5841.60 8789.44	4394.72 2920.80

**TABLE 4.4
GULF BOULEVARD 2018 ANNUAL AVERAGE DAILY TRAFFIC (AADT) AND LEVEL OF SERVICE (LOS)**

Facility	Length (mi)	Signals per mile	2018 AADT	Volume	Physical Capacity	V: Cap Ratio	Facility LOS
Gulf Blvd/State Road 699 Treasure Island Cswy to Madeira Beach	2.95	1.758	23950	1065	1960	0.543	D

**TABLE 4.5
GULF BOULEVARD 2020 ANNUAL AVERAGE DAILY TRAFFIC (AADT) AND LEVEL OF SERVICE (LOS)**

Facility	Length (mi)	Signals per mile	2020 AADT	Volume	Physical Capacity	V: Cap Ratio	Facility LOS
Gulf Blvd/State Road 699 Treasure Island Cswy to Madeira Beach	2.95	1.758	21500	940	1960	0.48	D

These annual average daily traffic counts and level of service ratings indicate that Gulf Boulevard operates at an acceptable level of service and has adequate carrying capacity in relationship to current and projected traffic generation attributable to the John’s Pass Village Activity Center.

The future land use category for the proposed John’s Pass Village Activity Center is a **Community Neighborhood** Center Activity Center. This category has a traffic generation rate of 325 average daily trips (ADT) per acre. The Activity Center future land use category is focused on pedestrian, cyclist, and transit user-friendly areas compared to the Retail & Services future land use category, which is more automobile oriented. The Countywide Rules note that the total traffic generation rate for Activity Centers is multiplied by 50 percent. Based on this formula, the total traffic generation rate for the proposed John’s Pass Village Activity Center is 4394.72 average daily trips (ADT) (see Table 4.2). Since the proposed John’s Pass Village Activity Center average daily trips (ADT) are less than the current future land use categories’ average daily trips (ADT), no additional transportation assessment is required pursuant to the Countywide Rules submittal requirements.

EXISTING PUBLIC TRANSIT IN JOHN’S PASS VILLAGE

The Suncoast Beach Trolley and PSTA bus routes serve Madeira Beach. The Suncoast Beach Trolley connects John’s Pass Village with the other barrier island communities in Pinellas County and connects to the Park Street Terminal in downtown Clearwater. This route joins John’s Pass Village with three



Community Center Activity Centers (Madeira Beach Town Center, Treasure Island Downtown Special Area Plan, and Clearwater Beach by Design), a Major Center Activity Center (St. Pete Beach Community Redevelopment Plan), and an Urban Center Activity Center (Clearwater Downtown Redevelopment Plan). Park Street Terminal in downtown Clearwater functions as a transit hub that connects the Suncoast Beach Trolley with various Core, Frequent Local, Supporting Local, and Trolley PSTA routes. In St. Pete Beach, the Suncoast Beach Trolley will connect with PSTA's SunRunner Bus Rapid Transit in September 2022, which will provide high frequency bus service between St. Pete Beach and downtown St. Petersburg. The Suncoast Beach Trolley is PSTA's sixth busiest route with 585,183 total trips in 2019 (PSTA, 2020). The Suncoast Beach Trolley currently operates with 30-minute headways seven days a week, making it one of PSTA's more frequent routes (PSTA, 2020).

Route 68 is a Supporting Local route that serves as a connection among the transit hub at Tyrone Square Mall, Madeira Beach Town Center, and John's Pass Village. The transit hub at Tyrone Square Mall is served by twelve bus routes, which connect it to the rest of Pinellas County. Route 68 serves two Activity Centers: a Major Center (Tyrone Activity Center) and a Community Center (Madeira Beach Town Center). PSTA's Route 68 ridership is 64,580

trips a year and has 60-minute headways (PSTA, 2020).

Within the proposed John's Pass Village Activity Center, there are five existing bus stops. One stop is exclusively served by Route 68, one stop is exclusively served by the Suncoast Beach Trolley, and three stops are served by both routes. These three collaborative bus stops have nearby crosswalks to allow riders to safely cross the street to the stop. While all three bus stops have benches, only two have bus shelters.

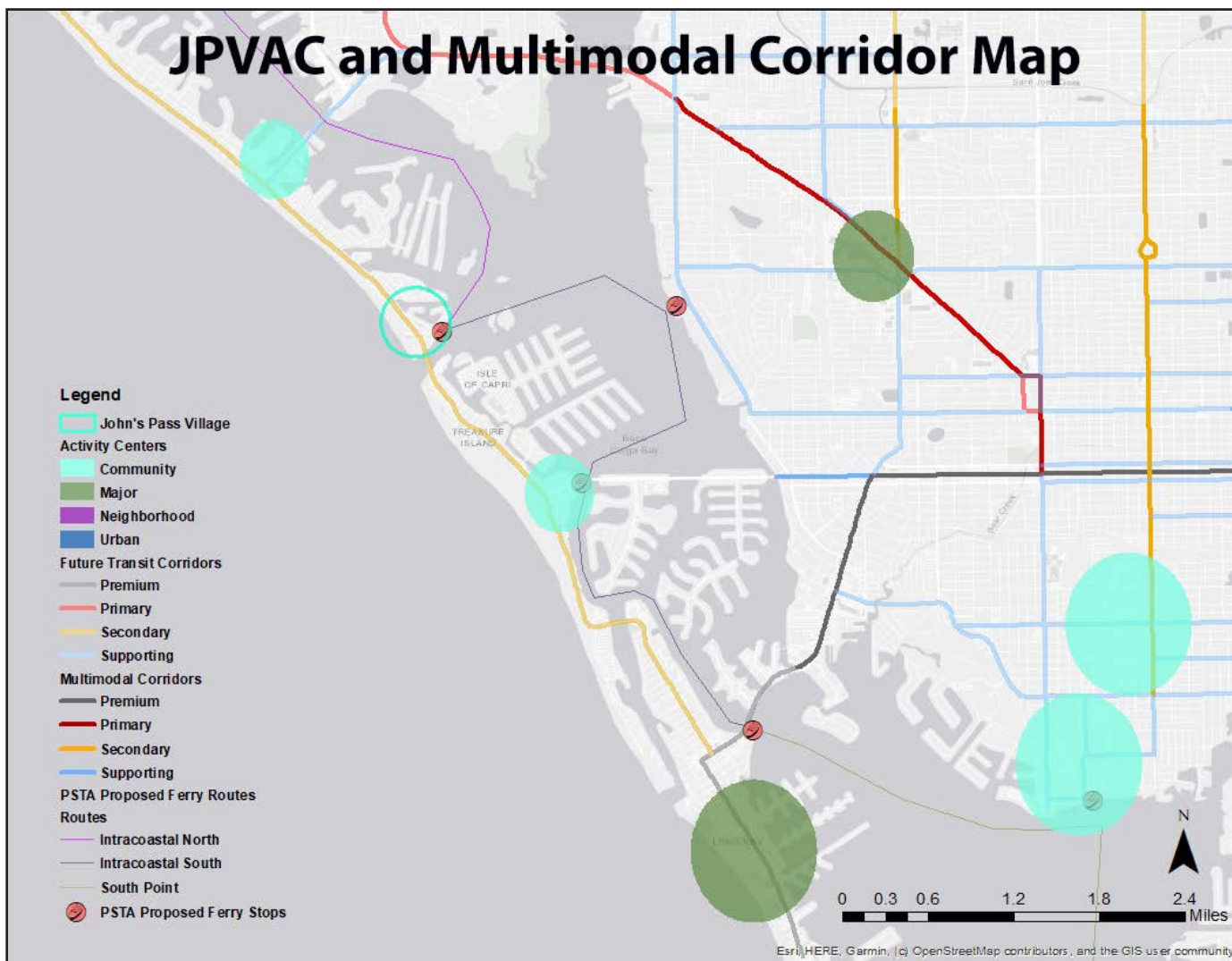
EXISTING ACTIVITY CENTERS, EXISTING MULTI-MODAL CORRIDORS, AND FUTURE TRANSIT CORRIDORS NEAR JOHN'S PASS VILLAGE

PSTA's Transit Development Plan proposes to expand the frequency for both routes that serve Madeira Beach (Suncoast Beach Trolley and Route 68) and proposes increasing the Suncoast Beach Trolley to 15-minute headways (PSTA, 2020). Increasing the frequency of service would help make public transit to and from John's Pass Village more attractive, since riders would have minimal wait times for the next trolley. Tourists staying in nearby beach communities along Gulf Boulevard may

be more apt to ride the Suncoast Beach Trolley to John’s Pass Village, which would reduce the pressure on existing roads and parking facilities. PSTA would like to increase the frequency of Route 68 to 30-minute headways for weekdays and 60-minute headways for weekends to increase ridership (PSTA, 2020). Doubling the frequency of service for Route 68 could potentially raise weekday ridership by 85.8% in PSTA’s Optimal Plan Scenario (PSTA, 2020). Increasing the service frequency for Route 68 would provide transit-dependent riders and choice riders better access from Pinellas County’s

inland communities to John’s Pass Village for recreation and employment.

In the Forward Pinellas Countywide Plan Land Use Strategy Map, the section of Gulf Boulevard within the proposed John’s Pass Village Activity Center is designated as a Secondary Future Transit Corridor. This category is for a corridor that could support investment in frequent transit services for local or regional connectivity. A major goal for the Land Use Strategy Map is to focus Activity Centers along roadway



corridors that are planned to receive future transit investment. Gulf Boulevard already has multiple activity centers, including Madeira Beach Town Center.

The Forward Pinellas Waterborne Transportation Committee is having PSTA study expanding ferry service in the Tampa Bay Metro Area. Forward Pinellas is developing a revised waterborne transportation section in their Advantage Pinellas: Long Range Transportation Plan. In their System Plan Vision, there are two routes proposed to connect to John’s Pass Village. The North Intra-coastal Route would travel from North Beach Clearwater Marina with stops at Sand Key, Belleair Bluffs, Indian Rocks Beach, and John’s Pass Village. The South Intra-coastal Route would travel from John’s Pass Village and connect to Jungle Prada, Treasure Island, and St. Pete Beach. John’s Pass Village is the fifth highest scoring waterborne stop in the Proposed Countywide Waterborne Policy Framework. Any proposed route in the System Vision Plan would require a local funding match for capital and operating expenses.

**TABLE 4.6
CITY OWNED PARKING IN PROPOSED JPVAC**

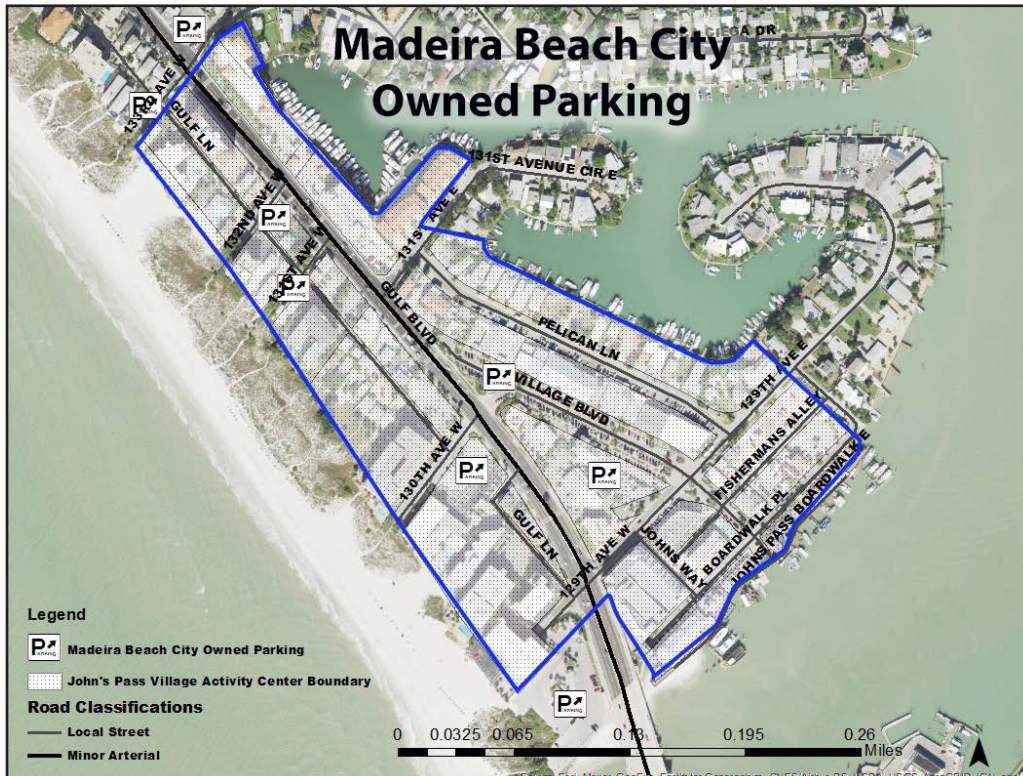
<i>Location</i>	<i>Regular Spaces</i>	<i>Handicap Spaces</i>	<i>City Vehicle Spaces</i>	<i>Employee Spaces</i>
John’s Pass Village Parking Lot	53	4	1	2
Village Blvd	111	3	0	0
John’s Pass Park (South Beach)	89	10	1	0
130th Ave W	76	2	0	0
131st Ave W	6	0	0	0
132nd Ave W	26	2	0	0
133rd Ave E	12	1	0	0
133rd Ave W	5	0	0	0

RELATED TRAFFIC AND PARKING CONSIDERATIONS

Gulf Boulevard, also known as State Road 699, is the only arterial road that crosses through the proposed John’s Pass Village Activity Center. It is a signalized arterial road with four lanes (two lanes in each direction) and a divided median. The right-of-way width of Gulf Boulevard varies between 80 and 100 feet within the proposed Activity

Center. The speed limit through the proposed Activity Center is thirty-five miles per hour, and traffic lights are currently located in the proposed Activity Center. In 2019 and 2021, Forward Pinellas released Annual Level of Service Reports related to state and county roads within Pinellas County. Gulf Boulevard has a Level of Service of D, which is acceptable for an arterial road in an urbanized area. Gulf Boulevard is not projected to have capacity issues in the near future.

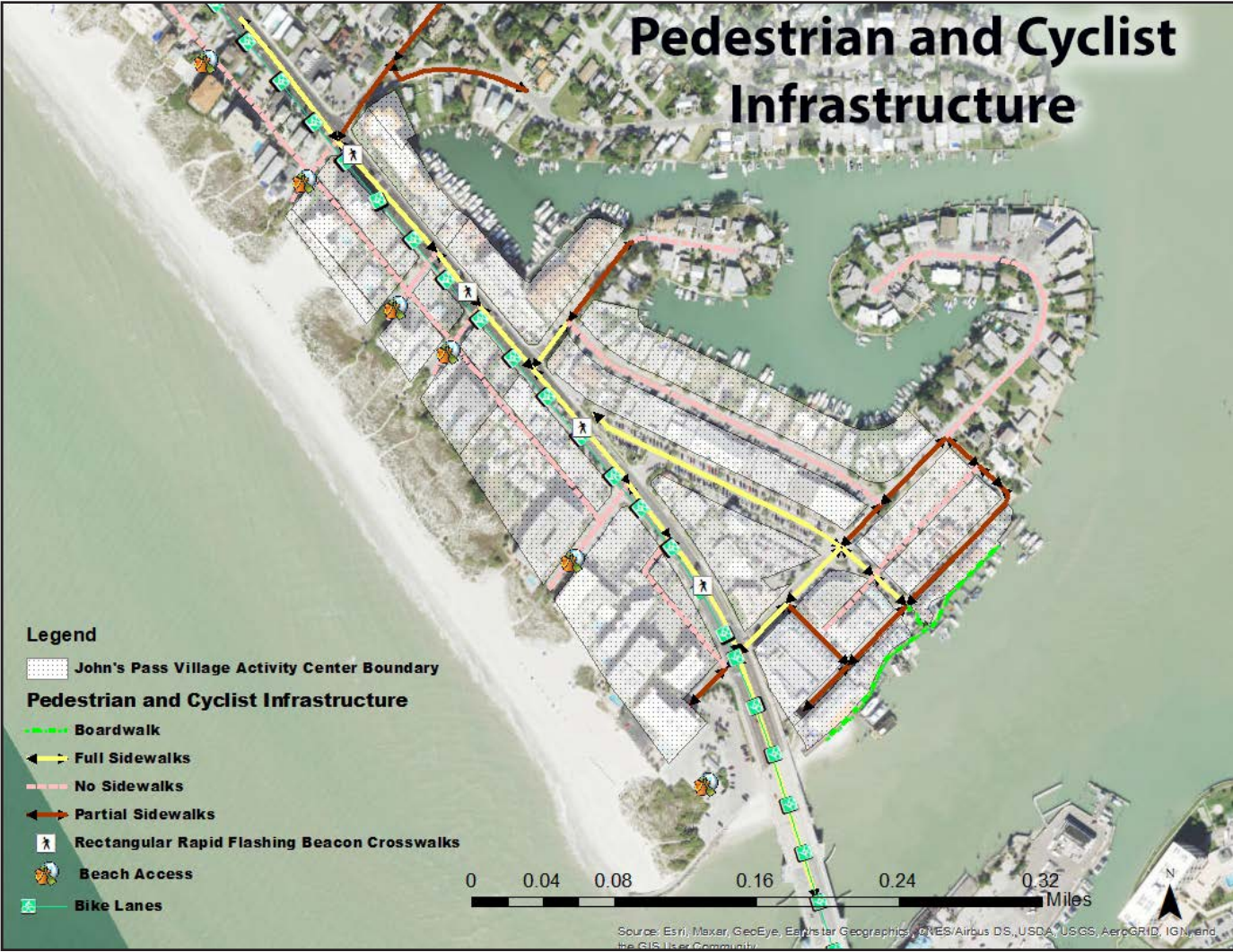
Within the proposed John’s Pass Village Activity Center are city-owned public parking spaces located on the street, at the beach access points, and at surface parking lots. There are 385 regular spaces, twenty-three handicap spaces, two city vehicle spaces, and two employee spaces. In the Madeira Beach Code of Ordinances Sec. 110-954. - Special parking areas, John’s Pass Village has a special parking area designation that reduces the required parking to be 50% of the otherwise required minimum number of parking spaces. This reduction of required parking is because John’s Pass Village is a compact, interrelated mix of commercial uses that leads to some internal capture of vehicle trips.



PEDESTRIAN AND BICYCLE CONNECTIVITY AND CIRCULATION

The section of Gulf Boulevard located in the proposed John's Pass Village Activity Center has bike lanes and sidewalks on both sides of the corridor. Four Rectangular Rapid Flashing Beacon-equipped crosswalks connect the condominiums

and tourist-oriented development on the beach side of Gulf Boulevard to John's Pass. There is an additional pedestrian connection under John's Pass Bridge that allows pedestrians to travel between South Beach Park and John's Pass Village without having to cross Gulf Boulevard. Within the Proposed Activity Center, Beach Access Points are located at 133rd Ave W, 132nd Ave W, 131st Ave W, 130th Ave W, and South Beach Park.



The boardwalk is a unique pedestrian amenity in John's Pass Village. The

boardwalk runs along the waterfront of John's Pass Village and is exclusively for pedestrians. Different types of businesses are located along the boardwalk, which focus on catering to tourists visiting John's Pass Village and marine-related uses. Many businesses have their entrances located directly on the boardwalk.

Some challenges exist related to expanded pedestrian and bicycle connectivity within the proposed John's Pass Village Activity Center. Outside of Gulf Boulevard and Village Boulevard, many streets within the proposed Activity Center lack sidewalks or only have a sidewalk on one side of the street. The right-of-way of many local streets within the proposed Activity Center is very constrained, making sidewalk installations on both sides of the street impractical. Gulf Lane and Fisherman's Alley



have the most restricted rights-of-way at only fifteen feet wide. Boardwalk Place has a right of way that is thirty feet wide with a sidewalk on one side of the street. The narrow right-of-way also restricts the potential to install bike lanes within these minor internal streets.

CONCLUSION

John's Pass Village is well-connected and served by Pinellas County's multi-modal transportation system. The proposed John's Pass Village Activity Center sits along Gulf Boulevard, which connects it to other Activity Centers within Pinellas County. John's Pass Village is currently served by two PSTA routes (Suncoast Beach Trolley and Route 68); both routes are proposed to receive more frequent service in PSTA's Transit Development Plan. Improving pedestrian and bicycle access within John's Pass Village will be an important priority where right-of-way allows. The proposed Activity Center Plan for John's Pass Village will complement and further the Countywide Land Use Strategy Map for Future Transit Corridors, PSTA's Transit Development Plan, and current efforts at enhancing waterborne ferry service.



COASTAL HIGH HAZARD AREA CONSIDERATIONS

Chapter Five

BACKGROUND AND CONTEXT

The entire City of Madeira Beach is within the Coastal High Hazard Area (CHHA). All the barrier island communities in Pinellas County – many of which have prepared and approved similar special area plans (Treasure Island, St. Pete Beach, Madeira Beach, and Clearwater) – are also located in the CHHA and Special Flood Hazard Area (SFHA). It is therefore important to identify the special challenges, considerations and opportunities inherent in preparing and implementing this special area plan for John’s Pass Village in the context of its location within the CHHA. The definition and requirements of the Coastal High Hazard Area are found in Section 163.3178 F.S. and the Countywide Rules, Article 4 - Plan Criteria and Standards, and Article 8 – Terms and Definitions.

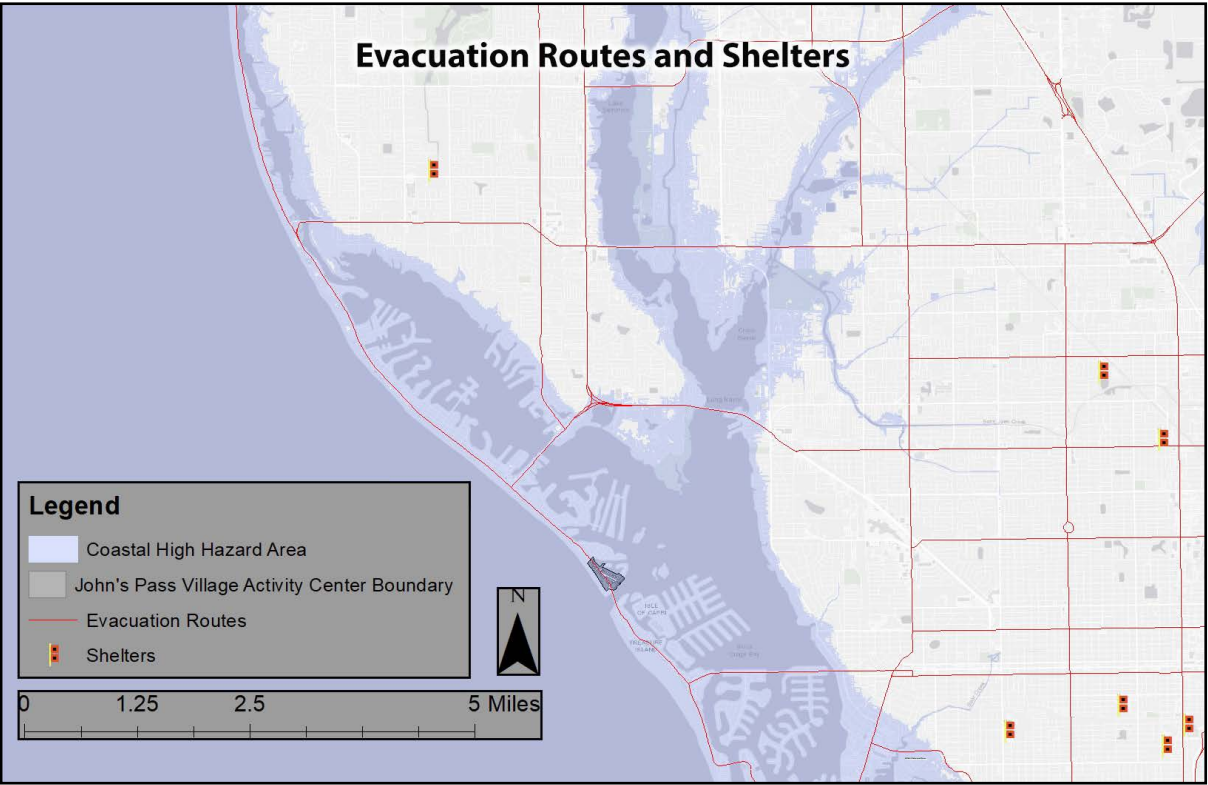
The CHHA is defined as follows:

“The area below the elevation of the Category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.”

The City’s Comprehensive Plan has been prepared and found consistent with the applicable provisions of Section 163.3178; and the proposed amendment to the Comprehensive Plan and the Countywide Future Land Use Map embodied in this Activity Center Plan has been prepared consistent with the provisions of Section 163.3178(8)(a) and the Countywide Rules, Article 4, Section 4.2.7. The City of Madeira Beach participates in the Community Rating System (CRS) and continuously adopts higher regulatory standards for building in the floodplain.

The policies, procedures and standards set forth in the Activity Center Plan for John’s Pass Village, and the corresponding development regulations to be adopted to assist in the administration and implementation of the Plan, include the following important objectives:

- To promote the sustainability, both economically and environmentally, of existing and planned development.
- To allow for needed infrastructure improvements that serve the existing and future built environment and enhance its function and resiliency.

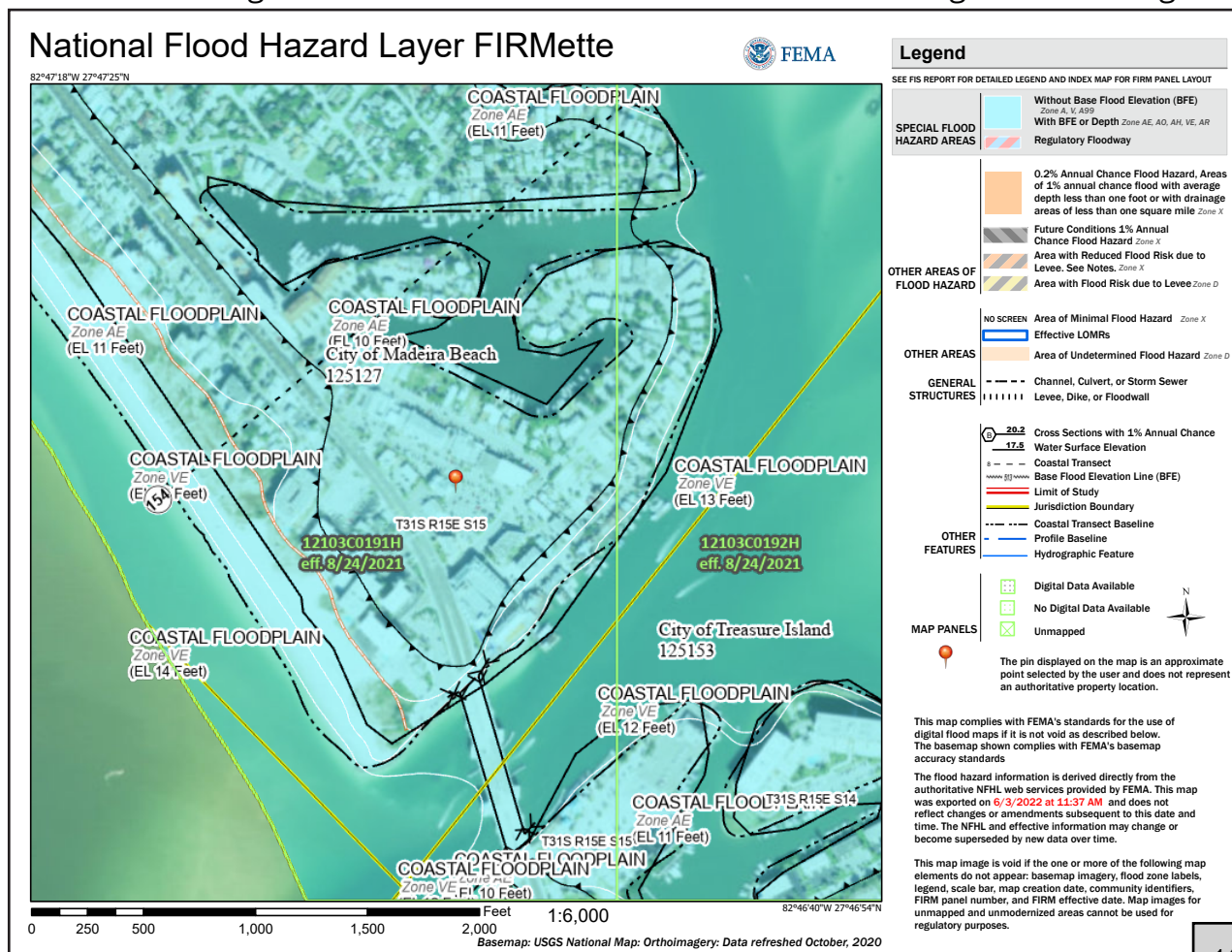


APPLICABLE FLOODPLAIN MANAGEMENT PROVISIONS

The Coastal A Zone (CAZ) is defined by the Limit of Moderate Wave Action (LiMWA) line. Locations within the CAZ can expect to get wave heights from 1.5 to 3 feet during a base flood event. Therefore, the CAZ has higher standards for construction than a regular AE zone. In Madeira Beach Coastal A Zones are regulated like V Zones. A portion of the John's Pass Village Activity Center is located within the CAZ; these areas include most areas west of Gulf Boulevard, the Boardwalk Character District, and small portions of the Commercial Core Character District. Development is allowed to floodproof commercial areas on the ground floor in the CAZ with a letter from an engineer showing and

stating that the flood velocity does not exceed five feet per second and showing that conformance with certain human intervention limits can be achieved.

Locations within the floodplain only allow commercial areas to be floodproofed and no living space is allowed below base flood elevation plus freeboard. Madeira Beach's freeboard is four feet to account for future sea level rise and takes into consideration the vulnerability assessment provided by Pinellas County.



COUNTYWIDE PLAN AND RULE CONSIDERATIONS

Countywide Plan Goals Pertinent to the Coastal High Hazard Area

The Countywide Plan Strategies set forth goals and strategies that serve as the basis for the Countywide Plan, including the Plan Map and Implementing Rules. The goals and strategies are organized under three main components – Land Use, Transportation, and Intergovernmental Coordination.

The goals and strategies particularly relevant to the Activity Center Plan and its location in the Coastal High Hazard Area are the following:

- Land Use Goal 3.0: *Land Use Strategy Map* - by directing future development consistent with the Land Use Strategy Map and the Locational Criteria for Activity Center Subcategories as proposed in this plan amendment.
- Land Use Goal 6.0: *Transit-Oriented Plan Categories* - by utilizing the Activity Center category to recognize those areas of the county within each local government jurisdiction that have been identified and planned for in a special and detailed manner, based on their unique location, intended use, appropriate density/intensity, and pertinent planning considerations.

- Land Use Goal 10.0: *Tourism* - by recognizing that tourism is, and will remain, a significant part of the city and county economy and providing for its retention and revitalization, including provision for higher temporary lodging use densities in appropriate locations.

- Land Use Goal 13.0: *Coastal High Hazard Area* - by addressing the specific criteria for evaluating density/intensity increases in the Coastal High Hazard Area as set forth in Article 4, Section 4.27 of the Countywide Rules as set forth below, including ensuring that any proposed density increases for temporary lodging use are consistent with disaster plans pursuant to Pinellas County requirements.

- Land Use Goal 16.0: *Planning and Urban Design Principles* - by addressing the specific design strategies enumerated under this goal as set forth in Chapter Six of this Activity Center Plan.

Countywide Rule Criteria for Consideration of Countywide Plan Map Amendments in the Coastal High Hazard Area (CHHA)

Article 4, Section 4.2.7 of the Countywide Rules identifies the factors that may be considered in evaluating any amendment that has the potential to increase density/

intensity in the CHHA. Specifically, the Planning Council and Countywide Planning Authority may approve such an amendment at their discretion, based on balancing the following criteria determined to be applicable and significant:

- *Access to Emergency Shelter Space and Evacuation Routes* - The two closest causeways that connect Madeira Beach to the mainland are the Tom Stuart Causeway and Treasure Island Causeway. There are four shelters under eight miles from the John's Pass Village Activity Center and seven shelters under nine miles from the Activity Center. The Activity Center mainly increases the density of commercial uses (retail, services, and tourist accommodations). All temporary lodging facilities will be required to comply with the County's Emergency Management provisions of Chapter 34, Article III
- *Utilization of Existing and Planned Infrastructure*- given that the proposed Activity Center designation for John's Pass Village largely reflects what has been in place for many years, it will be served by the existing infrastructure system and the planned improvements to be addressed on an on-going basis through the City's Capital Improvement Program.
- *Utilization of Existing Disturbed Area* - the proposed amendment applies to existing "disturbed," built areas and no natural areas that buffer existing development

from coastal storms will be altered.

- *Maintenance of Scenic Qualities and Improvement of Public Access to Water* - existing scenic qualities will be maintained and enhanced wherever there is an opportunity to do so. The overall plan for the Activity Center will enhance public access and visibility to and through the Village, as well as encouraging new opportunities to view and access the surrounding waterfront through revitalization and redevelopment activities.
- *Water Dependent Use* - a significant and unique feature of the John's Pass Village Activity Center is the variety of water-dependent uses located along John's Pass. The Activity Center Plan recognizes and provides for the continuation of these uses.
- *Part of Community Redevelopment Plan* - the Activity Center Plan is an important part of the City of Madeira Beach Comprehensive Plan, is consistent with the provisions for a "community redevelopment plan" and "redevelopment area" as defined by Section 163.340 F.S., and is specifically prepared to be consistent with the Countywide Plan and Rules.
- *Overall Reduction of Density or Intensity* - the proposed amendment to Activity Center on each the City and Countywide plans may, in certain cases, increase density

and/or intensity on a given parcel within the Activity Center. In this instance, there will not be, and in fact cannot be, any corresponding reduction to the overall density/intensity in the surrounding CHHA-since the Activity Center, the City as a whole and the surrounding barrier island area are in the CHHA. The potential increase in density for residential and temporary lodging use as compared to the existing City Plan standards is minor. Conversely, and significantly, there will be an overall reduction in permitted density for residential use compared to existing Countywide Plan standards. The proposed increase in floor area intensity standards in each the City and Countywide Plan will better reflect existing floor area ratios, the desire to promote mixed use, and in furtherance of the objective to foster the concentration of activity within the limited area of the Activity Center that will support public transit and pedestrian utilization.

The proposed density/intensity standards for the Activity Center better reflect the existing and desired future development characteristics and distinguish the type of use and density/intensity among the six Character Districts.

- *Clustering of Uses* - since the entire city, including the area encompassing the Activity Center, is within

the CHHA, there is no opportunity or ability to cluster uses outside the CHHA.

- *Integral Part of Comprehensive Planning Process* - the Activity Center Plan has been prepared as an important part of the City's comprehensive planning process; and is provided for in, and is consistent with, its Comprehensive Plan. The John's Pass Village Activity Center Plan represents the expressed objective of the city to recognize and provide for the preservation and enhancement of this vital tourist, business, and residential component of the city.

In summary, this Activity Center Plan has been prepared consistent with, and based on full consideration of, the provisions of the Countywide Rules, Section 4.2.7 and the criteria in Section 4.2.7.1 A-I.

4.2.7.2 The creation of the John's Pass Village Activity Center does not allow permitted uses of hospitals, nursing homes, convalescent homes, adult living facilities, recreational vehicles and mobile homes.

4.2.7.3 As stated above, the overall allowable density and intensity in the proposed activity center is based on the present development patterns and plans for future tourism development, and is established to be consistent with the criteria set forth in the Countywide Plan Rules.

PLANNING AND URBAN DESIGN PRINCIPLES

Chapter Six

PURPOSE AND APPLICABILITY OF DESIGN PRINCIPLES

This Chapter is consistent with the Urban Design Principles detailed in Section 6.2.6 of the Countywide Plan requirements and Land Use Goal 16.0 in the Countywide Plan Strategies. These design principles are particularly relevant to the Activity Center plan designation in relation to current and future transit service and the other multi-modal facilities that will serve the Activity Center. This section evaluates all the Countywide Plan Urban Design Principles (Section 6.2.6), which includes location, size, density/intensity, connectivity, site orientation, public realm enhancements, ground floor design and use, and

transition to neighborhoods. The preservation and enhancement of John's Pass Village's unique character will be identified and memorialized in the urban design principles.

The Madeira Beach Comprehensive Plan supports the recognition and enhancement of John's Pass Village through several policies:

- Policy 1.9.6 The City shall recognize John's Pass Village for its unique focal points of tourism, employment, commerce, and housing and shall encourage redevelopment/revitalization and assist in maintaining the beach community theme.
- Policy 1.9.8 Redevelopment within the area adjacent to John's Pass Village and east of Pelican Lane shall be of a type that is in character with the overall design theme of the area.
- Policy 1.9.9 The City shall allow zero lot line, cluster, or other nontraditional lot layout or site design for John's Pass Village.

EXAMINATION OF PLANNING AND URBAN DESIGN STRATEGIES

The purpose, objectives, and application of these design strategies are set forth below.

Location, Size, and Density/Intensity Standards

The location, size, and density/intensity standards proposed for John's Pass Village Activity Center are consistent with the purpose and objectives of this strategy. The density/intensity recommendations for the Activity Center do not exceed the standards or conflict with Urban Design Principles.

- The area is bounded by John's Pass and the Intra-coastal Waterway on the south and east, and the Gulf of Mexico on the west.
- Gulf Boulevard, the main north-south artery on the Gulf beaches, is identified as a "Future Secondary Transit Corridor" on the Countywide Land Use Strategy Map. Gulf Boulevard serves as the primary transit corridor for

the John's Pass Village Activity Center. The Pinellas Suncoast Transit Agency bus and beach trolley service Gulf Boulevard and directly serve the proposed Activity Center. Through the development of the Activity Center, densities and intensities will be located along and near the future secondary transit corridor.

- The "Village" is located along and within a walking distance of $\frac{1}{4}$ to $\frac{1}{2}$ mile from existing transit stops.
- The area's small size is dictated by both its geophysical boundaries and its traditional core and peripheral development pattern, which are distinguished by the six character districts with unique density/intensity standards.
- Future development will promote internal circulation for pedestrians and bicyclists and connectivity to transit service. These specific features will be examined and enhanced as part of the project review process. One of the design objectives is to better separate and direct pedestrian and vehicular movement within the "Village" for both safety and efficiency purposes.

The Madeira Beach Comprehensive Plan states the following regarding density and intensity standards:

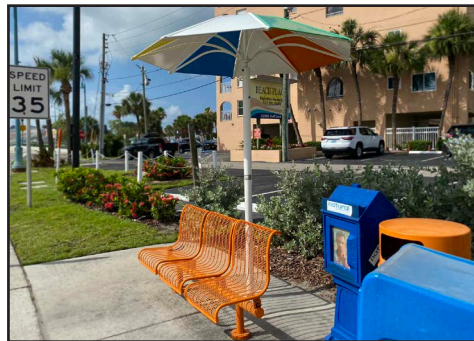
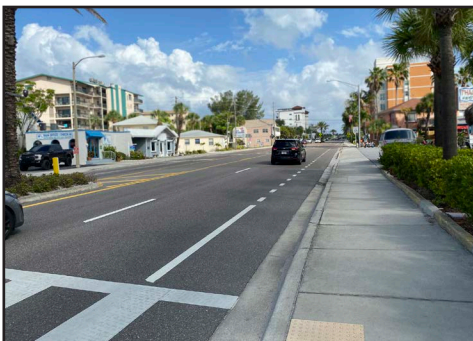
- Policy 1.5.3 Ensure the scale of proposed development shall be appropriate to the level of accessibility with more intensive development located in those areas with high accessibility.



Connectivity

Connectivity improvements are a major objective for the Special Area Plan. Gulf Boulevard is the main artery of the Pinellas County barrier islands and links John's Pass Village to other barrier island Activity Centers. These Activity Centers provide for and encourage growth with additional transit use. The challenge and a key initiative of the Activity Center Plan is to locate and design the transit connections on Gulf Boulevard to achieve the following:

- A more visible, direct and safe connection for pedestrians to and from the Village.
- An improved connection to off-street parking to reduce automobile traffic within the Village and provide improved connection to the transit system for both automobile and bicycle travel.



Additional external access and connectivity can be achieved by providing for sidewalk and bicycle lane improvements through redevelopment - both within and peripheral to the Activity Center which will be facilitated by the proposed mixed-use and density/intensity standards of the Plan. Internal connectivity is a focal point of the Plan and a key to its ultimate success. Among the relevant considerations to be addressed are the following:

- To establish a clear and consistent way-finding system to avoid unnecessary confusion and conflict among modes of travel.
- To establish a clear circulation pattern for automobile travel through the Village to avoid congestion and conflict.
- To recognize and provide a clear distinction through signage and entry features that will avoid unintended traffic into and through the residential neighborhoods at the east end of 129th and 131st Avenue East.

The combination of these measures will improve connectivity to and within the Village and enhance the attractiveness and utilization of public transit on Gulf

Boulevard as a “Secondary Transit Corridor.”

The Madeira Beach Comprehensive Plan states the following regarding connectivity:

- **Policy 1.5.5:** Promote pedestrian-oriented areas within concentrated development and activity areas.
- **Policy 1.5.7:** Minimize existing and potential traffic hazards by coordinating land use and traffic circulation decisions.
- **Objective 1.9:** Redevelopment shall be designed and constructed as orderly, planned, mixed-use development featuring pedestrian friendly design and protection of the natural environment.

Site Orientation

Site orientation is a strength of John's Pass Village – particularly along Village Boulevard and the Boardwalk. The purpose of focusing on site orientation is to create a convenient, safe, and comfortable pedestrian experience in relationship to the buildings that adjoin the public right-of-way or building entryway.

Many buildings in the Traditional Village, Boardwalk, and Commercial Core Character Districts are oriented towards the pedestrian. The photos on this page show an example of a pedestrian-oriented front facade with parking on the ground level and limited business and temporary lodging access through the alley in the back of the building. This is an ideal example of site orientation. The pedestrian is unaware of the parking in the back of the building and is able to interact with the ground level of the building. Most buildings within the Traditional Village have ground-level and some second-level commercial businesses with limited parking in the rear of the property and public street parking in the front of the building. Pedestrians are encouraged to visit stores through the wide tree-lined sidewalks. In the Boardwalk Character District, the ground level is mainly reserved for boating and open restaurant use, while the second level commercial opens on the boardwalk. This encourages pedestrians to walk along the boardwalk

and visit shops. See the next page with examples of site orientation within the Traditional Village, Boardwalk, and Commercial Core Character Districts.

The resort residential area along Gulf Boulevard has good visual access from this main travel corridor, while its individual buildings are more frequently interrupted by automobile access and parking – a characteristic that





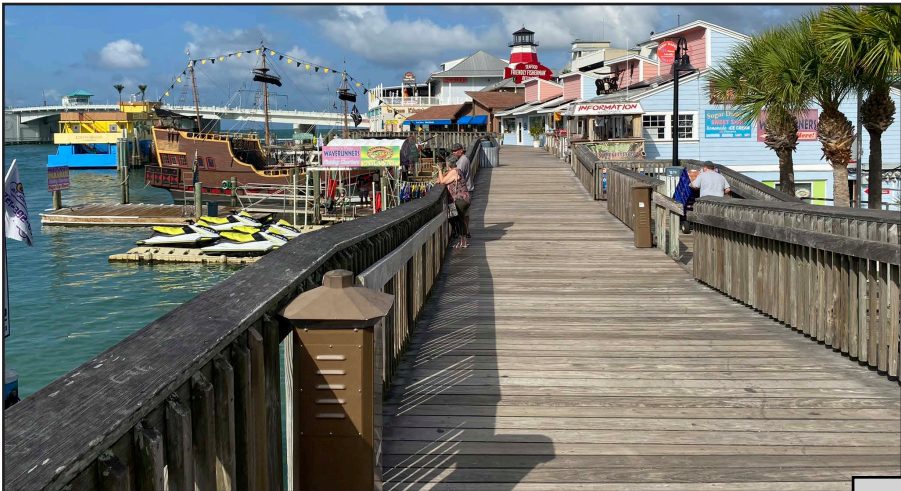
Traditional Village: shaded walking area, wide sidewalks, parking in rear and public parking in front.



Commercial Core: pedestrian activity surrounding a camouflaged parking garage



Boardwalk: access on the boardwalk with restaurant seating along the boardwalk.



Boardwalk: shops and restaurant access on the boardwalk docks with restaurant seating and boating excursions.

detracts from its site orientation. Its improvement will be the focus of future redevelopment project review.

Additional attention will be given to the relationship of the uses in the Commercial Core District on 129th Avenue West and the “back” or east side of the uses in the Traditional Village District that abuts the Low Intensity Mixed Use District. Future redevelopment projects in the Commercial Core and Traditional Village Districts will need to recognize and seek to improve their orientation – both visual and physical – to the Boardwalk District and the John’s Pass waterfront.

Overall, the scale and size of the development pattern in John’s Pass Village contributes positively to building orientation, pedestrian connectivity, and the reduction in the need for on-site automobile use and parking.

The Madeira Beach Comprehensive Plan states the following regarding connectivity:

- **Policy 4.1.5.5:** Promote pedestrian-oriented areas within concentrated development and activity areas.
- **Objective 4.1.9:** Redevelopment shall be designed and constructed as orderly, planned, mixed-use development featuring pedestrian friendly design and protection of the natural environment.



Pelican Lane: rear of Traditional Village District contains dumpsters that overlook residential and resort uses in the Low Intensity Mixed Use District.



Public Realm Enhancements

The public realm refers to the publicly owned space – the public street and walkways – as well as privately owned space adjoining the rights-of-way that can be accessed and used by the public. Its purpose is to facilitate safe and convenient travel of a multi-modal nature and to create opportunities for identity and place-making.

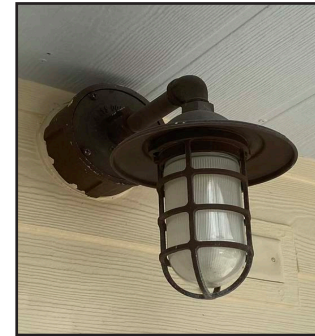
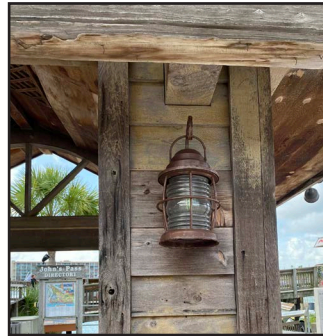
In relationship to multi-modal travel, a strategically located transit hub that provides for transit connections to parking, bicycle and pedestrian facilities would be of great assistance in establishing the “point of entry” from the Gulf Boulevard corridor to the Village.

Within the Village, pedestrian safety and comfort will be achieved by maintaining an unobstructed means of accessing both the Traditional Village and Commercial Core Districts.

In any redevelopment initiative, the opportunity to enhance small, public landscape, and seating areas will be considered. In particular, two key focal points – one at the main pedestrian point of access to Village Boulevard, and one at the

southern terminus of Village Blvd. at 129th Avenue West – are identified as having significant place-making potential and the establishment of way-finding, public seating and landscaping to enhance the public realm.

In the past there was an effort to create unified public realm improvements. Way-finding signs, lights, street signs, and other features were designed



with a “fishing village” aesthetic. Some of these features still remain in the Village. There are an assortment of light features, benches, signs, and trash receptacles within the Activity Center. Efforts for a cohesive public realm are important to create a sense of place.

The Madeira Beach Comprehensive Plan states the following regarding public realm enhancements:

- **Policy 1.10.1:** The city entranceway areas shall reflect the beach community character of the community, water-related activities, and include mixed uses.
- **Policy 1.10.2:** As part of a beautification effort, the City shall cooperate with service providers and Pinellas County to establish a plan that calls for the eventual burial of all existing utility lines.
- **Policy 1.10.3:** The City shall coordinate with the Florida Department of Transportation to install landscaped medians within the Gulf Boulevard right-of-way.



A walkway to the beach in JPV Activity Center.



An example of landscaped median on Gulf Boulevard with bike lanes and a pedestrian crosswalk.

Ground Floor Design and Use

The objective of considering ground floor design and use is to provide for continuity of interaction between the public right-of-way and adjoining private use – particularly where such use is designed to serve and be oriented to the pedestrian. The utilization of ground floor space is directly related to and intended to work in concert with the previously discussed design principles of “connectivity” and “site orientation.”

The current development pattern in John’s Pass Village



achieves the desired objective and provides for direct, uninterrupted access and use of the ground floor of the existing structures.

Future challenges to maintain this positive feature will arise during redevelopment that involve one or more of the following characteristics:

- A building of more than one or two stories where the upper floors are to be used for purposes such as residential or temporary lodging and that will require a more public mixed use on the ground floor.
- The need to address required flood elevation and flood-proofing requirements in recognition of the Coastal High Hazard Area and flood zone designations applicable in the Village.

Given the existing development pattern and predominant ground floor design and use, new or altered development will be reviewed and required to maintain this desirable characteristic as part of the Activity Center Plan and its implementation procedures.

Transition to Neighborhoods

This planning and urban design principle is directed at recognizing and protecting the character of adjacent neighborhoods. In John's Pass Village, where the existing development pattern has been in place for many years, much of the area on its periphery is well-established and reflects the change in type and density of use that is desirable.

To further this design principle, the Activity Center Plan has specifically provided for the Transitional District as part of the Activity Center along Gulf Boulevard at its northern terminus. This character district provides for a step-down in temporary lodging use density, as well as non-residential floor area intensity from the John's Pass Resort District.

The adjoining uses north of the Activity Center are now, or proposed to be, designated for the types of use and density/intensity governed by the existing Resort plan category and accompanying zoning standards.

Two areas warrant additional consideration as to the transition principle. The first is within the Activity



Center itself between the back or east side of the Traditional Village District that abuts Pelican Lane and the Low Intensity Mixed Use District. One means of addressing the physical appearance of the backside of the Traditional Village District uses will be to require any renovation or redevelopment of those uses to improve the building finishes and the unified collection, location, and screening of appurtenant structures and equipment. To the extent feasible in the limited space



available, landscape screening would also be desirable. Similarly, the existing and any proposed new or changed use in the Low Intensity Mixed Use District should reflect the need to distinguish and appropriately landscape the frontage along Pelican Lane from the west side of the street.

The second significant point of transition to receive additional consideration includes the exclusively residential areas at the eastern edge of the Activity Center on 129th, 131st, and 133rd Avenue East. These are especially challenging locations given that their sole points of entrance/exit are through or at the northern edge of the Activity Center. The transition from the Activity Center to these residential neighborhoods will require sensitive treatment, including the type, density/intensity, and building scale, of new or changed use at the eastern edge of the Low Intensity Mixed Use, Commercial Core and Transitional Character Districts. This transition would be further aided by a clear delineation through signage and entry features that will signify their entrance to residential neighborhoods with no separate

exit. This should help reduce unintended tourist or visitor traffic into the neighborhood and the resultant traffic inefficiencies and confusion on the part of the non-resident visitors.



The Madeira Beach Comprehensive Plan states the following regarding neighborhoods, residential and commercial areas of the city:

- **Policy 1.7.3:** The City shall ensure that existing residential land uses are protected from the encroachment of incompatible activities; likewise, other land uses shall be protected from the encroachment of incompatible residential activities.
- **Policy 1.7.4:** Land development patterns shall recognize and support the preservation of neighborhoods.
- **Policy 1.7.6:** Residential land uses shall be compatible with the type and scale of surrounding land uses.
- **Policy 1.8.2:** The City shall ensure that within any mixed-use development proper separation and buffering shall be required and maintained between residential and nonresidential land uses and shall be installed when a change of use or increase in intensity occurs.
- **Policy 1.8.3:** The City shall promote commercial

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

- **Policy 1.8.4:** Commercial land uses shall be located, in a manner which ensures the compatibility with the type and scale of surrounding land uses and where existing or programmed public facilities shall not be degraded beyond the adopted level-of-service.
- **Policy 1.8.6:** Commercial development west of Gulf Boulevard shall be limited to only those uses associated with seasonal tourist accommodations, excluding general retail uses.
- **Policy 1.8.7:** The City shall encourage tourist-related development and redevelopment to reflect the beach community character of the City.
- **Policy 1.8.10:** Ancillary commercial uses may be incorporated into the Resort Facilities Medium and Resort Facilities High land use plan categories.

- **Policy 1.8.13:** The City shall encourage the concentration and/or clustering of commercial development.

Implementation of Planning and Urban Design Principles

The foregoing planning and design principles will be applied through a combination of measures that will include the following:

The Activity Center Plan

The plan itself has articulated the general purpose, features and overall design strategies to be pursued through the adoption of the Plan and its corollary means of achievement.

Activity Center Zoning Districts

New zoning districts will be established to be consistent with and help to achieve the Plan. The new zoning districts will be established concurrent with or within one (1) year of Plan adoption and will contain more detailed and specific guidelines for new or changed development within John's Pass Village Activity Center on a project-by-project basis.

The City's Site Plan Review Process

As set forth in the zoning regulations, this review process will provide an additional means of detailed review for the urban design strategies for projects of a certain size or composition. Development Agreements will be required for density or intensity bonuses. These must go before the local Land Planning Agency (Planning Commission) and Board of Commissioners for approval.

Future Design Concept Plan

It is recommended as part of the Activity Center Plan, that a future design study be authorized to suggest specific design prototype opportunities and their composition that will address multi-modal objectives, internal vehicular and pedestrian circulation, and public realm enhancements (e.g., matching lights, way-finding signage, benches, trash receptacles).

IMPLEMENTATION STRATEGIES

Chapter Seven

PLAN ADOPTION AND AMENDMENT STEPS

There are several major steps or action items that are required to adopt and implement the John's Pass Village Activity Center Plan. These major steps are outlined below.

Amendment of the City's Comprehensive Plan to Establish the Activity Center Plan Category

To adopt an Activity Center Plan and subsequently create it on the City's Future Land Use Map, the Activity Center category must first be established in the Future Land Use Element of the Comprehensive Plan. The first step in this process is to bring forward and consider an ordinance to establish the Activity Center Plan category within Section 3.3, Future Land Use Element, Policy 1.1.2 as a new Mixed-Use category of the Comprehensive Plan.

Adoption of John's Pass Village Activity Center Plan; and

Amendment of the City's Future Land Use Map to Place the Activity Center Plan Category on the Plan Map.

These two separate items require, and are comprised of the subparts or incremental steps that include the following:

- Recommendation by the Local Planning Agency and action by the City Commission on first reading of an ordinance to adopt the Activity Center Plan.
- Recommendation by the Local Planning Agency and action by the City Commission on first reading of an ordinance to amend the Future Land Use Map to designate the Activity Center Plan category on the Map.
- Receipt and consideration of any comment by the State Department of Community Affairs on the two ordinances transmitted for review.
- Recommendation by Forward Pinellas and action by the Countywide Planning Authority on the

City's application to approve the Activity Center Plan as the basis for an amendment to establish the Activity Center (~~Community~~ Neighborhood Center) designation on the Countywide Plan Map and the Land Use Strategy Map.

- Approval by the City and final reading of an ordinance to adopt the John's Pass Village Activity Center Plan; and an ordinance to amend the City's Future Land Use Map to place the Activity Center Plan category on the Future Land Use Map.

AMENDMENT OF THE CITY'S CODE OF ORDINANCES TO ESTABLISH THE JOHN'S PASS VILLAGE ZONING DISTRICT(S)

To establish a zoning district(s) that corresponds to and assists in the administration of the Activity Center Plan, an ordinance to amend the Zoning Map and provide for the uses, standards and procedures applicable to the district will be prepared and brought forward for consideration as an amendment to Chapter 110, Zoning, Article V – Districts, of the Code of Ordinances.

Land Development Regulation/Zoning Amendment (Ordinance)

These amendments will be written and considered by the City subsequent to, and within one (1) year of adoption of the Activity Center Plan and amendment of the City's Future Land Use Plan Map, to support the implementation of the Activity Center Plan.

Transmittal to Forward Pinellas

Upon adoption of the John's Pass Village Zoning Districts, the ordinance will be sent to Forward Pinellas in fulfillment of the requirements of Sec. 6.2.3.2 of the Countywide Rules.

PROJECT REVIEW AND COORDINATION

In addition to the adoption of the plan amendment and accompanying zoning regulations, an important component of the implementation process will be both individual privately - initiated redevelopment projects and public initiatives and infrastructure improvements.

Private Redevelopment Initiatives

The review and coordination of individual private development and redevelopment projects pursuant to the procedures and standards of the Activity Center Plan and the Activity Center Zoning District(s) will be an important implementation measure.

Public Initiatives and Coordination

The consideration and coordination of public investment needs and opportunities through the City's Capital Improvement Program, in conjunction with county and state resources where available, and in concert with private sector project initiatives, will be pursued as appropriate.



Memorandum

Meeting Details: November 15, 2023,

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: RFP 2023-08 Electrical Repair / Services Contract Approval and Bid Acceptance

Background

The City of Madeira Beach released a request for qualification (RFQ) in 2018 for electrical services for a Three (3) year term with two (2), one (1) year optional renewals. Three companies submitted qualifications, and all were offered contracts for services. USA Voltage has been the most responsive contractor for the past five years with exceptional service and response time. The original contract was extended for the allowable term extensions and is due to expire in December 2023. Due to the expiration staff placed a request for proposal (RFP) out for electrical repair / services contract on September 29, 2023. The bid was advertised from September 29, 2023, to October 27, 2023 with any questions being answered until October 20th. The bid was advertised on the city's website along with Demandstar and only one (1) bid was received.

Fiscal Impact

This Bid is for as needed repairs, new service, or emergency repairs, there is no set project or budget. Each department has maintenance money allocated for their respective areas and will cover any associated work to be done.

Recommendation(s)

Staff recommends acceptance of the proposal and to move forward with executing the contract with USA Voltage.

Attachments

-USA Voltage Submittal Package



CERTIFICATE OF LIABILITY INSURANCE

DATE	06/02/20
Item 4C.	

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 PAYCHEX INSURANCE AGENCY, INC. 225 KENNETH DRIVE ROCHESTER, NY 14623	CONTACT NAME: Paychex Insurance Agency, Inc. PHONE (A/C. No. Ext): 877-266-6850 E-MAIL ADDRESS: FlexCerts@paychex.com FAX (A/C. No.):
INSURED USA Voltage LLC 11060 70th Ave N Seminole, FL 33772	INSURER(S) AFFORDING COVERAGE INSURER A : Technology Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
NAIC # 42376	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		NA N TWC4273246	07/03/2023	07/03/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Madeira Beach 300 Municipal Dr. Madeira Beach, FL 33708	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**



**City of Madeira Beach
Request for Proposal (RFP)
RFP# 2023-08
Electrical Repair/Services Contract**

**Due by 10:00 AM October 27, 2023
City Hall
300 Municipal Drive
Madeira Beach, Florida 33708**

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

PURPOSE & INTRODUCTION

The City of Madeira Beach is soliciting proposals from Licensed Electricians that are experienced in repairs and installation of new services for commercial and marine grade facilities.

The Licensed Electrician, hereinafter referred to as “Contractor,” will be required to perform services specified herein. The Contractor will be expected to enter a service contract with the City of Madeira Beach, hereinafter referred to as “Owner,” consistent with the terms of this RFP and Contractor’s submitted proposal.

The City of Madeira Beach requires electrical repair and services for its municipal facilities including, but not limited to, City Hall, Recreation Center, Public Works complex, Parks shelters and grounds, Fire Department, Marina, and all City owned property. Some work is of a scheduled nature and other work is of an emergency nature. Service shall be provided by the Contractor on an as needed basis. By seeking proposals from contractors, the city does not represent that it will utilize the successful bidder’s services any guaranteed number of times over the course of the year.

As part of the service contract, Contractor will be required to meet the Insurance Requirements included with this RFP.

The Contractor agrees to be the City’s Electrical Contractor for maintenance work including, but not limited to, industrial, marine, and commercial electrical work, industrial and commercial data work, generators, and motors and motor controls to be performed at municipal facilities.

The Contractor understands that any job, including material and labor, exceeding thirty thousand dollars (\$30,000) shall be subject to the City’s Purchasing Policy requirements. The City reserves the right to place out for bid or solicit quotes from other vendors for any job that is estimated to go over this amount.

The Contractor must comply with all local and State laws, rules, and regulations for an electrician, possess a valid State Certified of Florida Master Electrician’s License; and provide their state contractor licensing information.

The City of Madeira Beach prefers that the Contractor be “on call” on a 24-hour basis for any emergency that may occur, including holidays. Response time to emergencies and routine requests is expected to be timely, and proposals will be reviewed based in part on the Contractor’s ability to provide such “on call” service and by written commitment to respond timely to both scheduled and emergency situations.

It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work as requested to the extent that supplies, materials, and parts are required to

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

perform the work. The Contractor shall be responsible for obtaining such supplies, materials and parts if not provided by the City of Madeira Beach. Such supplies, materials and parts shall be of good quality and the cost of such shall be billed as reflected in the bid document. The Contractor shall invoice the City within 30 days of a completed service call at the rates agreed to in the contract. The City shall make payment within forty-five (45) days of receipt of the invoice.

The City of Madeira Beach shall retain the right to terminate the contract with seven (7) days' notice should the Contractor fail to perform work in a professional manner or perform the work within the demands and time constraints established by the City of Madeira Beach. Failure to maintain an Electrician's License, state contractor's license, and/or insurance coverage is grounds for immediate termination of the Contract. The City reserves the right to utilize another electrician if Contractor fails to respond timely to an emergency.

The contract could be terminated upon mutual agreement between the City and the Contractor, provided that at least 30 days' notice is given by either party prior to termination.

Contractor will be required to indemnify the City against all suits, claims, judgments, awards, loss, cost, or expense (including attorney's fees without limitation) arising in any way out of the Contractor's performance or non-performance of its obligations under the Service Contract. The contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorney's fees, and will satisfy any judgment rendered against Owner in such action.

CONTACT INFORMATION

Please direct all technical inquiries concerning this Request for Proposals in writing to the following city representative. Questions must be submitted by the date listed in the calendar of events below.

Megan Wepfer
Public Works Director
300 Municipal Dr.
Madeira Beach, Florida 33708
(727) 391-9951 Ext 401
mwepfer@madeirabeachfl.gov

To submit a Request for Proposal, the submission must be **sealed and plainly marked "RFP #2023-08 Electrical Repair/Services Contract" on the outside of the mailing envelope**, addressed to: City of Madeira Beach, 300 Municipal Dr., Madeira Beach, FL 33708.

The City of Madeira Beach reserves the right to reject any or all Proposals, to waive technical specifications or deficiencies, and to accept any Proposal that it may deem to be in the best interest of the City.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

CALENDAR OF EVENTS

- | | |
|--|---|
| <ul style="list-style-type: none"> A. September 29, 2023, B. October 16, 2023, C. October 20, 2023, D. October 27, 2023, E. October 27, 2023, F. November 22, 2023, G. December 13, 2023, | <ul style="list-style-type: none"> Request for Proposal (RFP) release date Questions due Answers / Clarification Posted Bid Due 10:00 AM at City Hall Bid Opening 10:30 AM at City Hall Tentative BOC Workshop Discussion Tentative Bid & Contract award |
|--|---|

SUBMITTAL REQUIREMENTS

Proposals shall include the following:

1. One (1) electronic copy (USB- PDF Format)
2. Completed Statement of Qualifications
3. Completed References form, containing at least five (5) professional references, including current contact name and phone number for similar contracts.
4. Completed Proposal Form
5. Proof of State of Florida License holding current electrical license with Florida Division of Business & Professional Regulations. Include proof of corporation (sunbiz.org Division of Corporations)
6. Proof of Insurance as listed in the insurance section.
7. Signed contract with all exhibits signed and notarized.

EVALUATION CRITERIA

Proposals will be evaluated using the following criteria:

1. Capability and Qualifications of the proposer to deliver the proposed services.
2. Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.
3. Resources and Availability
4. Client References and Past Performance
5. Prices Proposed
6. Ability to provide 24-hour "on call" emergency service.

LENGTH OF SERVICE CONTRACT

The Service Contract will remain in effect for three (3) years from the date of the award. Upon the mutual agreement of both parties, the Service Contract may be renewed in one-year increments at the rates submitted in the proposal for a total period not to exceed three (3) years.

ADDITIONAL CONDITIONS

- The "CITY" reserves the right to reject any or all proposals received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of proposals by the "CITY," the proposals shall become the property of the "CITY" without compensation to the proponent, for

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

disposition or usage by the "CITY" at its discretion. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-days expires.

- Costs to Prepare Responses: The "CITY" assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these proposals. RFP 2023-08: On-Call Electrical Services 6
- Equal Employment Opportunity: During the performance of this Contract, the "CONTRACTOR" agrees as follows: The "CONTRACTOR" will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

EXAMINATION OF PROPOSAL DOCUMENTS

- Each "CONTRACTOR" shall carefully examine the Scope of Work and other applicable documents and inform himself/herself thoroughly regarding all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a "CONTRACTOR" find discrepancies, ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify the "CITY" of Madeira Beach in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any "CONTRACTOR" as to the meaning of the RFP/Contract Documents. Any questions or request for interpretation received IN WRITING by "CITY" of Madeira Beach before the stated deadline will be answered by date listed in the calendar of events. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed prior to the established RFP opening date. Each "CONTRACTOR" shall acknowledge receipt of such addenda in the space provided on the Proposal Form.
- In case any "CONTRACTOR" fails to acknowledge receipt of such addenda or addendum, his/her RFP package will nevertheless be construed as though it had been received and acknowledged and the submission of his/her RFP will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP Documents, and each "CONTRACTOR" will be bound by such addenda, whether received by him/her. It is the responsibility of each "CONTRACTOR" to verify that he/she has received all addenda issued before the established RFP scheduled deadline.

CONFLICT OF INTEREST DISCLOSURE

Each Respondent shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, contracts, or interest associated with this project.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

PUBLIC ENTITY CRIMES

Pursuant to Section 287.132 and 287.133 Florida Statutes, the “CITY,” as a public entity, may not consider a proposal package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law

SCOPE OF SERVICES

The City of Madeira Beach, Florida (“the CITY”) is interested in selecting a qualified licensed electrical contractor to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide maintenance and miscellaneous electrical services, repairs, installation, and general lighting as needed for the various CITY facilities. Examples of common services under this agreement may include the installation and repairs of decorative streetlights, park lights, installation and/or relocation of electrical outlets, the installation and/or relocation of office lighting, the installation and/or replacement of electrical service panels and disconnects, electrical services for marine grade facilities (install new or repair existing), the electrical service installation and/or replacement of stormwater stations, re-wiring of existing facilities, etc. All repair work shall be permanent. Contractors may be required to repair, alter, remodel, add to, subtract from, or improve any previous electrical equipment or facility.

All preventive maintenance, repair and installation of electrical equipment and performance of electrical services shall follow the following standards:

1. Florida Building Code (FBC).
2. National Electrical Code (NEC).
3. Occupational Safety and Health Administration (OSHA).

DESCRIPTION OF WORK

Contractor(s) will furnish all labor and tools necessary for installation, repair, maintenance and/or installation, and/or inspection of electrical infrastructure on a 24-hour basis, seven days a week. EMERGENCY RESPONSE TIME shall be no greater than two (2) hours unless otherwise agreed to by CITY. Time and material pricing, as it may be specified in this bid, shall be on an hourly basis, plus the cost of materials, plus mark up. Cost per hour shall be non-overtime rate from 7:00 to 5:00 P.M. Monday through Friday, and overtime rate from 5:00 P.M. to 7:00 A.M. Monday through Friday and all-day Saturday, Sunday, and CITY observed holidays. Travel time will not be considered in the calculation of elapsed time.

The On-Call Electrical Services Contractor will be responsible for making all repairs. Other than providing access to CITY facilities, Contractor should not rely upon CITY to obtain permits or act as a facilitator between outside vendors and/or manufacturers.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

Prior to starting any work or repairs, CITY may request a detailed budgetary estimate from the Contractor for any proposed work. Work may not be started until CITY directs Contractor to do so by written communication or authorized Purchase Order.

All vendors must have an active phone number and email address to communicate with CITY. For invoicing purposes, authorized work is considered started when Contractor arrives at the location and will end when the work is completed. CITY will not pay for travel time. If requested by CITY, Contractor must return any damaged parts to CITY after performing repairs.

Contractors will be allowed to invoice for miscellaneous materials. "Miscellaneous materials" are herein defined as materials that are already owned by the Contractor and are incidentally used to complete the repairs. The cost of miscellaneous materials shall never exceed \$100 per repair. Miscellaneous materials are not intended to be abused by Contractor; therefore, it will require the approval of the Public Works Director. A decision by the Public Works Director pertaining to invoicing of miscellaneous materials is final, whether it is in favor or against Contractor. No back up will be required for the invoicing of miscellaneous materials; however, Contractor will be required to list such miscellaneous materials, already owned by his company, and used for the invoiced repairs.

EMERGENCY REPAIRS:

The contractor, as requested by CITY representative, will furnish all labor and necessary tools and materials at an established rate from 7:00 A.M. to 5:00 P.M. Monday through Friday. Contractor, as requested by CITY representative, will furnish all labor and necessary tools and materials at an established after hours from 5:00 P.M. to 7:00 A.M. Monday through Friday and all-day Saturday and Sunday. For emergency repairs, response time shall not exceed two (2) hours from the time the call is placed. In the event the Contractor does not respond to CITY's request for service in a timely manner, CITY representative will contact the next contractor in rotation. Failure to respond three (3) times to the Public Works Director or CITY designated staff under assigned rotation will constitute failure to perform and may be subject to contract termination.

CRITERIA FOR SELECTION OF CONTRACTORS

Proposals shall be reviewed by a selection committee, ranked based on the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score. Evaluation and ranking shall be based upon the criteria herein and the highest ranked Contractor shall be determined by tally of the number one ranked proposer(s) among the selection committee. The selection process shall be open to the public and records maintained in accordance with Florida Statutes.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

<u>Evaluation Scoring Criteria</u>	Possible Points
Capability and qualifications of the proposer to deliver the proposed services.	20
Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.	20
Resources and Availability	20
Client References and past performance	20
Proposed Prices & Emergency Response Time	20
Total	100

AWARD

It is understood that the "CITY" of Madeira Beach is not obligated to make an award under, or because of, this RFP or to award such contract. The "CITY" of Madeira Beach reserves the right to award such contract, if any, to the best qualified Respondent(s). The "CITY" of Madeira Beach has the sole discretion and reserves the right to cancel this RFP, and to reject all proposal packages, to waive all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the "CITY" of Madeira Beach's best interest to do so.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

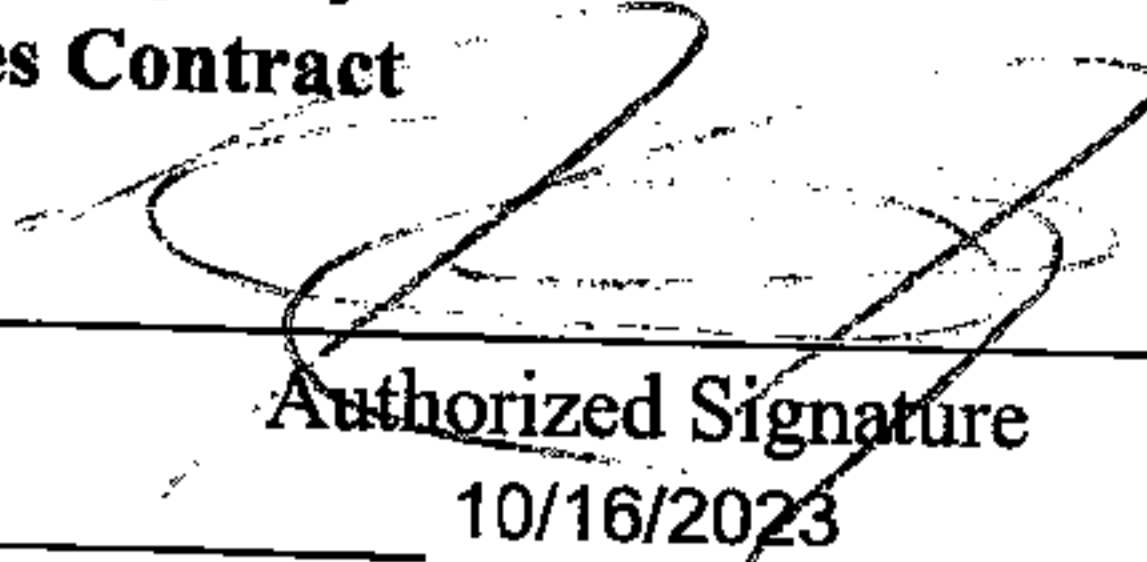
STATEMENT OF QUALIFICATIONS

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. **This section must be submitted with the Proposal.**

1. Name of Contractor: Darrell J. Heard
2. Name of Business (if different than #1): USA Voltage, LLC
3. Form of Entity: Electrical Contractor
4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.): 11060 70th Ave. N., Seminole, FL 33772 / (727)914-8900 / usavoltage1@gmail.com
5. Date Organized: May 2012
6. Where Organized: Seminole, Florida
7. How many years have you been engaged in the Electrical Repair/Service business under your present name; also, state names and dates of previous business names, if any. 12
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. Please identify the number of licensed electricians and helpers available to work under this contract:
4 Number of electricians 1 Number of helpers
11. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: City of Madeira Beach / Maintenance / 1 year
12. List your key personnel available for this contract.: Darrell Heard, Mike Sainola, Bill Summers and Jeff Cotterill, Joey Wilder

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.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**



Authorized Signature
10/16/2023

Date Signed

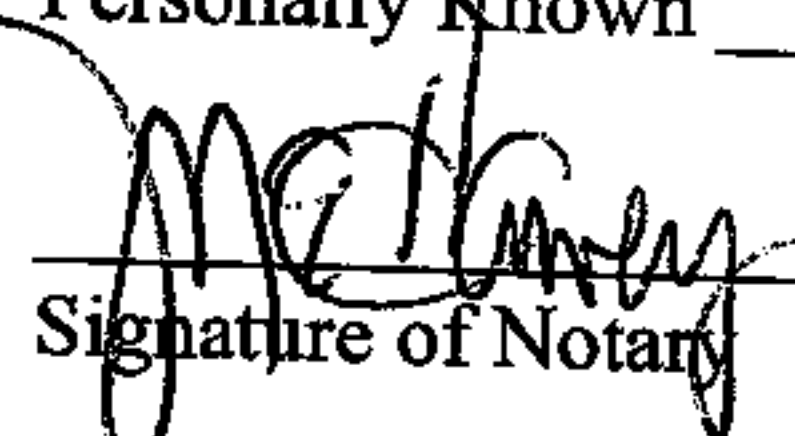
NOTARY

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 16th day of October, 2023.

Personally Known or Produced Identification _____
(Specify Type of Identification)



Signature of Notary

My Commission Expires 7/8/2026

(seal)



This document must be completed and returned with your submission.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

REFERENCES

Please include the below information for all five (5) references as required.

Reference information below is to be included for each reference in the proposal.

Contact Name Mike Helfrich

Business Name City of Treasure Island

Business Address 120 108th Ave., Treasure Island, FL 33706

Contact Phone (727)547-4575

Contact Email mhelpfrich@mytreasureisland.org

Other Information (describe):

The above information must be completed with all 5 references and returned with your submission.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance required by Florida Law for all people employed by the contractor to perform work on this project

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

REFERENCES

Please include the below information for all five (5) references as required.

Reference information below is to be included for each reference in the proposal.

Contact Name Vinny Torres

Business Name City of Seminole

Business Address 9199 113th St., Seminole, FL 33772

Contact Phone (727)667-1637

Contact Email vtorres@myseminole.com

Other Information (describe):

The above information must be completed with all 5 references and returned with your submission.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

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**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

REFERENCES

Please include the below information for all five (5) references as required.

Reference information below is to be included for each reference in the proposal.

Contact Name Frank Desantis

Business Name City of Madeira Beach

Business Address 300 Municipal Dr., Madeira Beach, FL 33708

Contact Phone (727)391-9951 Ext. 284

Contact Email fdesantis@madeirabeachfl.gov

Other Information (describe):

The above information must be completed with all 5 references and returned with your submission.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

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**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

REFERENCES

Please include the below information for all five (5) references as required.

Reference information below is to be included for each reference in the proposal.

Contact Name Jeff Besse

Business Name Advanced Impact Technologies (AIT)

Business Address 2310 Starkey Rd., Largo, FL 33771

Contact Phone (413)822-2290

Contact Email jbesse@ltisg.com

Other Information (describe):

The above information must be completed with all 5 references and returned with your submission.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

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**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

REFERENCES

Please include the below information for all five (5) references as required.

Reference information below is to be included for each reference in the proposal.

Contact Name Dorothy Brown

Business Name EJB Bickley, LLC / Bickley RV Park

Business Address 5640 Seminole Blvd., Seminole, FL 33772

Contact Phone (727)392-3807

Contact Email dorothy@bickleypark.com

Other Information (describe):

The above information must be completed with all 5 references and returned with your submission.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

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- Property damage liability \$1,000,000.00 each occurrence

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

NO COLLUSION

By offering a submission to this Request for Proposal, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

TERMINATION

The resulting contract may be canceled by the City when:

- a. When sufficient funds are not available to continue its full and faithful performance of this contract.
- b. Sub-standard or non-performance of contract.
- c. The City wishes to terminate it at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the Board of Commissioners, if the following is established:

- a. That the respondent acted in good faith in submitting the submittal.
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent.
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent.
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- e. The respondent submits documentation and an explanation of how the error was made.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

TAXES, FEES, CODES, LICENSING

The Contractor shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

COMPLIANCE WITH ALL APPLICABLE LAWS

Respondents shall comply with all applicable local, state, and federal laws and codes.

PROPOSAL PACKAGE SECTIONS

The Respondent shall organize its proposal package into the following major sections:

TABLE OF CONTENTS

- A. Statement of Qualification: To be submitted on the “CONTRACTOR” letterhead. The statement of interest shall:
 - o Concisely state the “CONTRACTOR”'s understanding of the services required by the “CITY” of Madeira Beach.
 - o Include additional relevant information not requested elsewhere in the RFP. On-Call Electrical Services
 - o The signature on the statement shall be that of a person authorized to represent and bind the “CONTRACTOR.”
- B. References
 - o Provide a minimum of five (5) references for work performed similar to the scope of this RFP.
 - References must be for current, or recent, projects, and must be for the proposed project team members.
- C. Proposal Form – All forms to be fully completed
- D. CONTRACTOR Profile – All forms to be fully completed
- E. Hold Harmless Agreement – All forms to be fully completed
- F. Sworn Statement to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes form- All forms to be fully completed
- G. Immigration Affidavit certification- All forms to be fully completed
- H. Contractors Licenses
- I. Certificate of Insurance
- J. Agreement for Electrical Repair/Services Contract - All forms to be fully completed
 - o Exhibit A Public Contracting and Environmental Crimes Certificate- signed and completed
 - o Exhibit B Drug Free Workplace Certificate – Signed and completed

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

PROPOSALS FORM



Name of "VENDOR" Submitting Proposals USA Voltage, LLC

Name of Person Submitting Proposals Darrell J. Heard

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."

Signature 

Date 10/16/2023

RFP Number 2023-08 Check if exception(s) or deviation(s) to specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your submission.

City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract

“CONTRACTOR” PROFILE

USA Voltage, LLC
Submitted by (Company Name) _____

Circle one of the following:
Corporation Partnership Individual Joint Venture

Other Describe: LLC filing as an S Corp

Florida Contractor License Number: EC-13004856

Expiration Date: 9/30/2024

Unique Entity ID: _____ FEIN: 46-0876653

Office Location: _____

Number of people in your organization: 6

Length of time the Contractor has been doing business under this name in Florida: 12 years.

Length of time your firm has provided services to governmental clients: 12 years.

Under what other name(s) has your firm operated: None

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?
YES NO

If yes, Include a detailed explanation.

This document must be completed and returned with your submission.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

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.

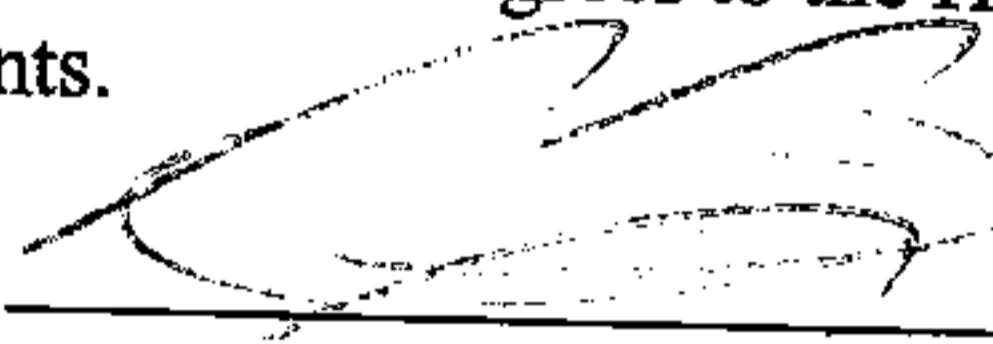
The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

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.

Darrell J. Heard



Contractor/"CONTRACTOR"- Printed Name

Signature

RFP #2023-08

10/16/2023

Project Name

Date

The effective date of this Hold Harmless Agreement shall be the duration of this contract.

This document must be completed and returned with your submission.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

**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 Darrell J. Heard, President
(print individual's name and title)
for USA Voltage, LLC

(print name of entity submitting sworn statement)
whose business address is 11060 70th Ave. N., Seminole, FL 33772 and (if applicable) its Federal Employer Identification Number (FEIN) is 46-0876653.

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).

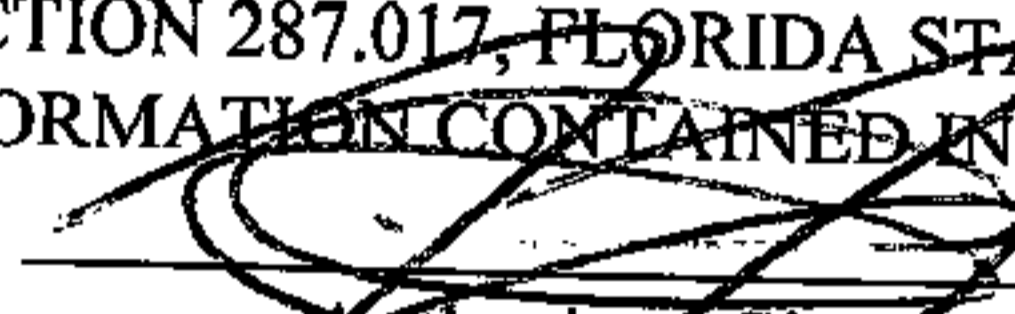
**City of Madeira Beach
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X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

X 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.

X 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, 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 "VENDOR" 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.



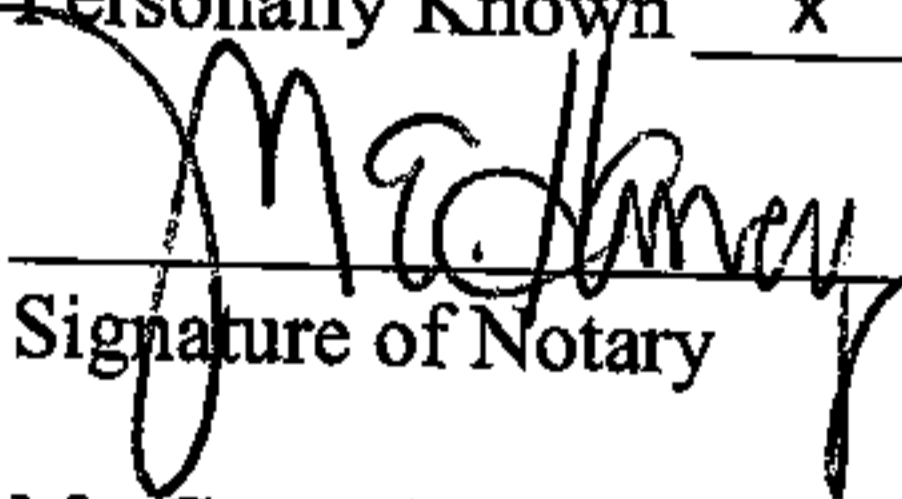
Authorized Signature
10/16/2023
Date Signed

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 16th day of October, 2023.

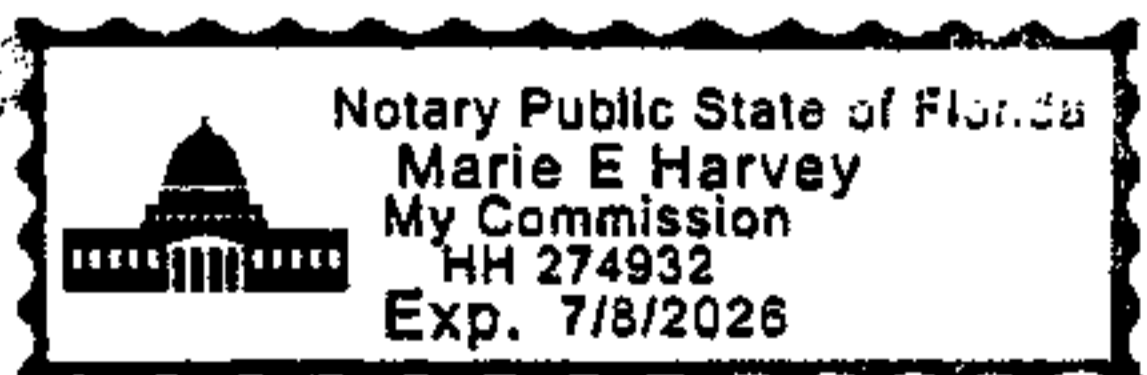
Personally Known X or Produced Identification _____
(Specify Type of Identification)



Signature of Notary

My Commission Expires 07/08/2026

(seal)



This document must be completed and returned with your submission.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

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: USA Voltage, LL
Print Name: Darrell J. Heard Title: President
Signature: [Handwritten Signature] Date: 10/16/2023
State of: Florida
County of: Pinellas

Sworn to and subscribed before me this 16th day of October, 2023.

Personally Known or Produced Identification _____
(Specify Type of Identification)

[Handwritten Signature]
Signature of Notary
My Commission Expires 07/08/2026
(seal)



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.

This document must be completed and returned with your submission.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

BID FORM

Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by City for the duration of the three (3)-year term contract.

Job Classification	Regular Hours Hourly Rate	After Hours Hourly Rate
Master Electrician	\$ 75.00	\$ 95.00
Journeyman/Supervisor	\$	\$
Apprentice/Laborer	\$ 40.00	\$ 65.00
Permit Fee	Cost \$0	-----

Equipment with operator	Hourly Rate
Bucket Truck or Lift	\$
Auger with Pole Setter	\$
Trencher	\$
	\$

Parts & Materials Mark-Up	Percentage
(Not to exceed 10%)	%

Notes:

1. "After Hours" price shall not exceed two times that of the normal operating price.
2. Contractors will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent. Supplier invoices must be attached to all invoices as applicable.
3. Costs for additional equipment rates can be included in rows provided under EQUIPMENT WITH OPERATOR table.
4. If requested by City, Contractor must return any damaged parts to City after performing repairs.

Authorized Signatory _____



(Signature)

Title: President

10/16/2023

This document must be completed and returned with your submission.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

AGREEMENT FOR ELECTRICAL REPAIR/SERVICES

THIS AGREEMENT is made and entered into on this ____ day of _____, 2023 (the Effective Date), by and between USA Voltage, LLC, whose address is 11060 70th Ave. N., Seminole, FL 33772 (hereinafter referred to as the "Contractor") and the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, whose address is 300 Municipal Drive, Madeira Beach, FL 33708 (hereinafter referred to as the "City"), as follows:

WHEREAS, the City solicited for electrical repair/services for City of Madeira Beach facilities via RFP# 2023-08; and

WHEREAS, after evaluating responses, the City found Contractor was the firm which would be able to provide the best value to the City; and

WHEREAS, the City and Contractor have negotiated final terms of this Agreement and desire to enter into this Agreement with each other.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. Contractor Duties.

A. The Contractor shall provide the City with those electrical repair/services as were set forth in and solicited for in RFP# 2023-08 (including all addenda thereto), and as provided for in Contractor's Proposal and this Agreement. The Parties agree that the services will be provided each fiscal year in conjunction with the City's accounting and financial reporting schedules, with the work expected to take up to nine weeks per year.

B. The following documents constitute the Agreement:

- This Agreement (including any formal future amendments thereto)
- Request for Proposal (RFP) #2023-08 (inclusive of addenda) (**Exhibit "A"**)
- Contractor's _____ Proposal 2023. (**Exhibit "B"**)

In the event of conflicts or inconsistencies between any terms of the foregoing documents, the document listed first shall have precedence over the later-listed document.

2. Term.

The term of this Agreement shall begin on the Effective Date, and shall be for a three (3) year term ending at 11:59 p.m. on _____, 2026.

3. Termination.

This Agreement may be terminated by either Party upon thirty (30) day written notice to the other Party, sent to the City Manager via certified return receipt U.S. Mail. Upon termination, the City shall pay all uncontested invoices for work performed by the Contractor.

4. Notices.

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

CITY: City Manager
City of Madeira Beach, Florida
300 Municipal Drive
Madeira Beach, FL 33708

With a copy to: Thomas J. Trask
City Attorney
Trask Daigneault, LLP
1001 S. Ft. Harrison Avenue
Suite 201
Clearwater, FL 33756

CONTRACTOR: Darrell J. Heard
Contractor
11060 70th Ave. N.
Seminole, FL 33772

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

5. Payment

Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor in accordance with this Agreement as follows:

Invoices shall be submitted to the City in a form acceptable to the City, and shall be reviewed, disputed, approved and paid in the manner set forth in the Florida Prompt Payment Act and any related City procurement regulations.

6. Amendments.

This Agreement constitutes the entire Agreement and understanding between the Parties hereto. This Agreement shall not be considered modified, altered, changed, or amended in any respect unless the Agreement is amended in writing and the amendment is signed by the Contractor and the City's authorized official.

7. No Third-Party Beneficiaries.

This Agreement only provides rights and remedies for the City and the Contractor, except and only to the extent that limited rights are provided for City officers in the indemnification clause. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other person or entity. There are no third-party beneficiaries under this Agreement, except indemnified City officials.

8. Severability.

The definitions and provisions contained in this Agreement shall not be construed to require the City or the Contractor to take any action that is contrary to any local, state, or federal law. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

9. Public Records.

PUBLIC’S RIGHT TO INSPECT CONTRACTOR’S RECORDS

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

- (a) Keep and maintain public records required by the City to perform the services provided hereunder.
- (b) Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

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 AGREEMENT, THE CONTRACTOR

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

**SHOULD CONTACT THE CITY'S
CUSTODIAN OF PUBLIC RECORDS: BY
TELEPHONE (727-391-9951, EXT. 231), E-
MAIL (cvanbiargan@madeirabeachfl.gov) OR
MAIL (CITY OF MADEIRA BEACH, OFFICE
OF THE CITY CLERK, 300 MUNICIPAL
DRIVE, MADEIRA BEACH, FL 33708.**

10. Compliance with Immigration Laws.

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any Subcontractors authorized by the City. 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.

11. Assignment.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

Assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the City. The City shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement. If any assignment is approved by the City, the assignee shall fully and expressly assume all of the obligations, duties, and liabilities of the Contractor under this Agreement.

12. Governing Law and Venue.

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.

13. Attorney Fees.

In any civil, administrative, bankruptcy, or other proceeding concerning the interpretation, performance or enforcement of this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

14. Contractor Staff Qualifications.

Contractor shall ensure it has examined the backgrounds of its employees, officers and agents who may be assigned to perform the work for the City, and that it has taken all reasonable steps necessary to ensure only qualified personnel who will not pose a risk to the City or its employees, officers or citizens are assigned to perform such work.

15. Authority to Bind.

The Parties to this Agreement represent and warrant to each other that: (i) they are duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) the officials executing this Agreement are duly authorized to bind the Party on whose behalf they are executing.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**
City:

CITY OF MADEIRA BEACH

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk


By: _____
James "Jim" Rostek, Mayor

APPROVED AS TO FORM:

Date: _____

Thomas J. Trask, City Attorney

Contractor:

By: _____


Print Name: Darrell J. Heard

Title: President

Date: 10/16/2023

**This document must be completed and returned
with your submission.**

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

**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 Darrell J. Heard, President
[print individual's name and title]

for USA Voltage, LLC
[print name of entity submitting sworn statement]

whose business address is: 11060 70th Ave. N., Seminole, FL 33772

and Federal Employer Identification Number (FEIN) is 46-0876653, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

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 and 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.

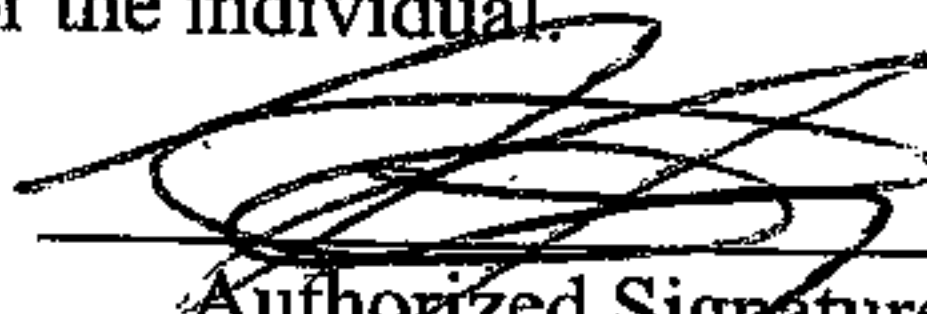
Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
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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.

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
10/16/2023

Date Signed

State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 16th October 23

Personally Known or Produced Identification _____

(Specify Type of Identification)



Signature of Notary

My Commission Expires 07/08/2026



This document must be completed and returned with your submission.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

**EXHIBIT B
DRUG FREE WORKPLACE
CERTIFICATION.**

SWORN STATEMENT ON DRUG FREE WORKPLACES

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 Darrell J. Heard, President
for USA Voltage, LLC
[print individual's name and title]
[print name of entity submitting sworn statement]

whose business address is: 11060 70th Ave. N., Seminole, FL 33772

and (if applicable) its Federal Employer Identification Number (FEIN) is 46-0876653 (If the

entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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.

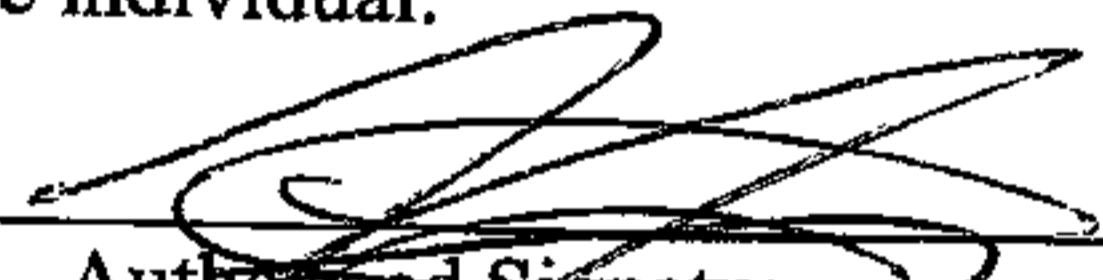
**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
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- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation 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.

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
 10/16/2023
 Date Sign

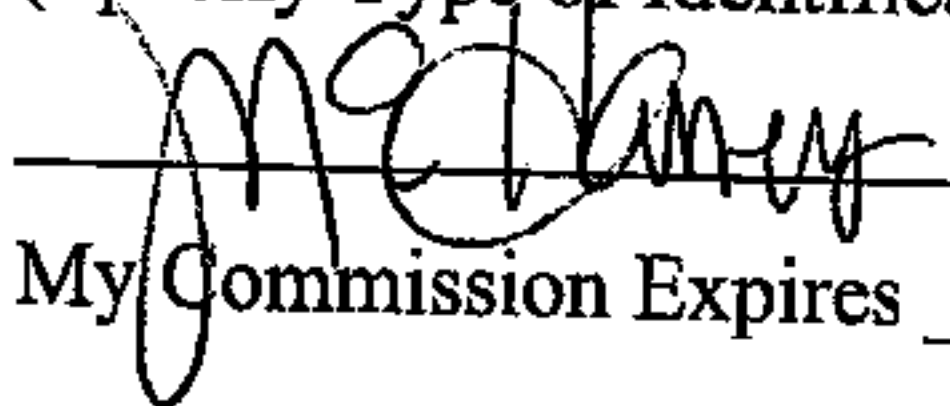
State of: Florida

County of: Pinellas

Sworn to and subscribed before me this 16th October 23

Personally Known or Produced Identification _____

(Specify Type of Identification)


 _____ Signature of Notary

My Commission Expires 07/08/2026



This document must be completed and returned with your submission.



PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD

THIS CERTIFIES THAT **Darrell James Heard**
DBA **USA Voltage**

STATE CERT # **I-EC13004856**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL **September 30, 2024**
DATE OF ISSUANCE **08/16/2023**

*** Please cut out license along lines**

I-EC13004856

*Heard, Darrell James
11060 70th Avenue North
Seminole, FL 33772*

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L12000113573

Entity Name: USA VOLTAGE LLC

Current Principal Place of Business:

11060 70TH AVE N.
ATTN: USA VOLTAGE
SEMINOLE, FL 33772

Current Mailing Address:

11060 70TH AVE. N
ATTN: USA VOLTAGE
SEMINOLE, FL 33772 US

FEI Number: 46-0876653

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

HEARD, DARRELL J
11060 70TH AVE. N
SEMINOLE, FL 33772 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Authorized Person(s) Detail :

Title OWNER
Name HEARD, DARRELL J
Address 11060 70TH AVE N
City-State-Zip: SEMINOLE FL 33772

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DARRELL J HEARD

PRESIDENT

03/01/2023

Electronic Signature of Signing Authorized Person(s) Detail

Date

FILED

Mar 01, 2023

Secretary of State

1229682882CC

Item 4C.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Item 4C.



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HEARD, DARRELL JAMES

USA VOLTAGE
11060 70TH AVE N
SEMINOLE FL 33772

LICENSE NUMBER: EC13004856

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Memorandum

Meeting Details: November 15, 2023

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: FY24 Capital Garbage Truck Purchase or lease discussion

Background

Pursuant to the FY24 Capital Improvement Plan, Sanitation is due to replace Truck #33 which is a 2016 Peterbuilt model 348 Garbage truck with a rear load Heil 27-yard packer. Truck #33 has 64,599 miles with 10,403 hours. Truck #33 needs approximately \$3500 minimum to replace the rear main seal on the engine, currently the truck is inoperable. Staff is not able to repair this truck in house as it needs the transmission dropped to get to the motor and we do not have the tools or manpower needed. Garbage trucks are typically replaced every 7 to 8 years due to wear and tear from everyday refuse collection.

The new trash toter program was introduced in March 2023 with the future goal of moving to a more streamlined system of automated side loader pickup due to staffing shortages. In the past 9 years the sanitation department has only been fully staffed sporadically for very short periods of time (a few months). We have had to rely on a temporary labor company to supply workers to be able to provide the level of service our residents deserve. There is only one labor company nearby that allows workers to be on the back of the trucks due to liability reasons. This labor company has been tough to work with and the workers are typically subpar and count as half of a person which strains everyone else who must pick up the slack. Moving to a side loader for the residential route would allow the crew to drop from a 3 person to a 1-person crew if staffing conditions are at the worst-case scenario. Staff is planning to keep a 2-person residential crew but also pre planning in the event of an emergency or serious staffing shortages in the future to allow the route to continue with 1 person.

The sanitation department has a newer fleet of garbage trucks with 2 of the trucks being 2020 and the newest 2023. After FY24 garbage purchase the next replacement is not scheduled until 2027 and could be pushed out depending on the annual maintenance cost and overall operational of the truck. As the truck ages the maintenance cost increases further than oil changes, tires, and hydraulic hoses to needing to reline the packer and blade repairs as a few examples. The city mechanic is planning to retire within the next few years and does most of the repairs in house, which saves the city a tremendous amount of money. Preplanning for the future and looking for ways to cut down on the cost of garbage trucks staff has reached out to RDK to discuss the option to lease a garbage truck. There are both pros and cons to leasing a garbage truck: pros they will cover the cost of repairs and bring a replacement truck so that the fleet is not short and the fleet will always be newer and cons: \$8500 a month for a 13-month period is a bit pricy and city will not own the asset.

Staff is looking for recommendations from the Board on weather to purchase or lease the next garbage truck.

Fiscal Impact

The lease cost of the truck From RDK is \$8,500 per month / \$102,000 Annually with a term of 13 months

Purchase price of a truck from RDK:

- 1. 2022 Crane Carrier Side loader with a 33 CY Automated Side loader \$379,170.00
- 2. 2022 Crane Carrier Side loader with a pac-tec body \$369,170.00

Purchase price from All Roads Truck

- 1. 2024 Battle Chassis with New Way Automated Side loader 33 CY \$401,0173.00
- 2. 2024 Battle Chassis with a Heil Durapack Python Automated Side Loader 33 CY \$402,864.00

Recommendation(s)

The staff is looking for recommendations from the Board of Commissioners on the option to lease or purchase a truck.

Attachments

- RDK Quote
- All Roads Truck Quote with 33 CY New Way Automated Side Loader
- All Roads Truck Quote with 33 CY Heip Durapack Python Automated Side Loader

November 8, 2023

Item 4D.



All Roads Kenworth, LLC
 2909 South Andrews Avenue, Fort Lauderdale, FL 33316
 Mike Crawford 352-427-5462
mcrawford@allroadstrucks.com

City of Madeira Beach
 300 Municipal Drive
 Madeira Beach, FL 33708
 Phone: 727-298-3228
 Attn: Megan Wepfer
mwepfer@madeirabeachfl.gov



Florida Sheriffs Association
FSA23-VEH21.0 Item 83
 Battle LET2 60,000 GVW Refuse Chassis
 with Custom New Way 33CY Automated
 Side Load Body

Code	Bid Specification – Options	Price	Extension
Item #83 66K GVW 1000-3727 CSRB5	2024 Battle LET2 60GVW Refuse Base Chassis	\$ 209,939.00	\$ 209,939.00
	Upgrade to 66,000 GVW	Inc	Inc
	CUMMINS L9, 350 HP, W/O ENGINE BRAKE, LET2	\$ (6,050.00)	\$ (6,050.00)
	New Way Sidewinder Automated Side Loader 33CY		
	Cost = \$187,794 + 5% (inc FSA Fees, Freight, Storage Cost)	\$ 197,184.00	\$ 197,184.00
	Reference attached Body Quote dated October 18, 2023		
Reference:	Note: All Options Include Florida Sheriffs Admin Fee Item 83 Battle LET2 Specifications, Options & Attached Custom Body Quote from Southern Sewer		
	Total Price	\$ 401,073.00	\$401,073.00



FSA AWARDED CONTRACT

flsheriffs.org | 850-877-2165
cpp@flsheriffs.org

Florida Sheriffs Association Cooperative Purchasing Program FSA23-VEH21.0 Options

Bidder: ALL ROADS KENWORTH LLC

Item make & model: BATTLE MOTORS LET 2

Item number: 83 - 60,000 GVW REFUSE TRUCK



DEALER CONTACT: MIKE CRAWFORD 352-427-5462

mcrawford@allroadstrucks.com
ALL ROADS
TRUCKS

Manufacturer Order Code	Description	Bid Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
Item 83	<u>2024 - LET2 60K GVW Refuse Chassis Cummins X12 350R Allison 4500RDS</u>	\$ 209,939.00		Note: Factory MSRP Discount % is based on CURRENT MSRP at time of Bid - Bid price reflects that discount %	Note: Cost-Plus Markup % is based on base Option/Body cost. The total % indicated includes all costs associated with Bid
	<u>ENGINE OPTIONS</u>				
1000-3279	CUMMINS L9, 300 HP, W/O ENGINE BRAKE, LET2 Credit	\$ (6,488.00)	Factory Installed	MSRP Discount = 20%	
1000-3727	CUMMINS L9, 350 HP, W/O ENGINE BRAKE, LET2 Credit	\$ (6,050.00)	Factory Installed	MSRP Discount = 20%	
1000-3266	CUMMINS L9, 350 HP, WITH ENGINE BRAKE, LET2 Credit	\$ (4,750.00)	Factory Installed	MSRP Discount = 20%	
1000-3235	CUMMINS L9, 380 HP, W/O ENGINE BRAKE, LET2,	\$ 2,570.00	Factory Installed	MSRP Discount = 20%	
1000-3257	CUMMINS X12 350R WITH ENGINE BRAKE, LET2,	\$ 1,685.00	Factory Installed	MSRP Discount = 20%	
1000-3255	CUMMINS X12 380R W/O ENGINE BRAKE, LET2	\$ 1,296.00	Factory Installed	MSRP Discount = 20%	
	<u>CNG ENGINE OPTIONS</u>				
83080	CNG - L9N 320 HP Engine, CNG Prep, CNG Exhaust	\$ 20,191.00	Factory Installed	MSRP Discount = 20%	
83082	CNG - ISX12N 350 HP Engine, CNG Prep, (Subject to Availability Thru 2023) <i>Contact Dealer for Availability / Engineering Approval / Current Pricing</i>	\$ 32,622.00	Factory Installed	MSRP Discount = 20%	
1004-2074	CNG - EXHAUST, CUMMINS L9N, LET2	\$ 18,305.00	Factory Installed	MSRP Discount = 20%	
1004-2069	CNG - EXHAUST, 2021 CUMMINS ISX12N, LET2 OFFSET RAD	\$ 20,662.00	Factory Installed	MSRP Discount = 20%	
	<u>Allison Automatic Transmission Options</u>				
1007-1165	Transmission: Allison 3000RDS 6-speed without Retarder (L9 or L9N) Credit	\$ (4,848.00)	Factory Installed	MSRP Discount = 20%	
1007-1159	Transmission: Allison 3000RDS 6-speed with Retarder (Requires L9 or L9N)	\$ 273.00	Factory Installed	MSRP Discount = 20%	
1007-1150	Transmission: Allison 3500RDS 6-speed with Req. L9 Max 300HP Credit	\$ (5,070.00)	Factory Installed	MSRP Discount = 20%	
1007-1220	Transmission: Allison 4500RDS w retarder, (For X12)	\$ 11,055.00	Factory Installed	MSRP Discount = 20%	
1007-1245	Transmission: Allison 4500RDSwith retarder (For X12N)	\$ 10,409.00	Factory Installed	MSRP Discount = 20%	

Manufacturer Order Code	Description	Bid Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
<u>FRAME / CHASSIS / SUSPENSION OPTIONS</u>					
83057	Double Frame Full Insert	\$ 1,742.00	Factory Installed	MSRP Discount = 20%	
66KGVW	Suspension	Inc in Base	Factory Installed	MSRP Discount = 20%	
1200A-0384	Dana D52-590P 52,000 lb. rated axle & Hendrickson HMX-EX-52 52K suspension	\$ 12,384.00	Factory Installed	MSRP Discount = 20%	
83069	RR	\$ 7,746.00	Factory Installed	MSRP Discount = 20%	
Drop Frame	OEM factory built heavy duty dropframe for ASL Recycle Bodies (Requires Engineering Approval)	\$ 15,775.00	Factory Installed	MSRP Discount = 20%	
DCDL	Driver Controlled Differential Lock	\$ 650.00	Factory Installed	MSRP Discount = 20%	
<u>LIFT AXLE & SUSPENSION OPTIONS / INC WHEELS & TIRES</u>					
1201-1247	Non Steerable Pusher Axle Watson Chalin 20K Inc Tires Steel Wheels	\$ 13,382.00	Factory Installed	MSRP Discount = 22%	
120-1454	Steerable Lift Axle: Watson Chalin 13,200 LB Inc Tires Steel Wheels	\$ 11,864.00	Factory Installed	MSRP Discount = 22%	
<u>TIRE / WHEEL OPTIONS</u>					
8-515-4787-0140	Tires/Wheels : (8) 315/80R22.5 Continental Tires & Aluminum Wheels	\$ 7,442.00	Factory Installed	MSRP Discount = 20%	
8-515-4787-0075	Tires/Wheels : (8) 315/80R22.5 Continental Tires & Steel Wheels	\$ 6,873.00	Factory Installed	MSRP Discount = 20%	
<u>CAB UPGRADE OPTIONS</u>					
LNT64	LNT64 Model - 3 Man Cab Includes L9 350HP 4500RDS & 64,000 GVW	Credit \$ (4,688.00)	Factory Installed	MSRP Discount = 20%	
LCF CREW	LCF 4 Man Crew Cab (Subject to Engineering Approval on BEV)	\$ 3,362.00	Factory Installed	MSRP Discount = 20%	
82490	LCF Dual Drive/Steering with Dual Sit Down Option	\$ 14,088.00	Factory Installed	MSRP Discount = 20%	
82516	LCF Left Hand Sit Down & Right Stand Up Steering Option	\$ 13,814.00	Factory Installed	MSRP Discount = 20%	
82493	LCF Right Hand Steering with Right Hand Sit Down Option	\$ 2,452.00	Factory Installed	MSRP Discount = 20%	
82831	Bi-Fold Stay Open Door EACH	\$ 475.00	Factory Installed	MSRP Discount = 20%	
82830	LH or RH Flip Up Flip Forward Door EACH	\$ 347.00	Factory Installed	MSRP Discount = 20%	
1806-1315	19" x 8" split single flat lense over convex rememotr & htd includes turn signal	\$ 1,069.00	Factory Installed	MSRP Discount = 20%	
CVX8	Convex Mirrors 8" Qty 2 - Heated (Additional to Std Convex)	\$ 225.00	Factory Installed	MSRP Discount = 20%	
2202-0083	8" Samsung Digital Dash	\$ 3,730.00	Factory Installed	MSRP Discount = 20%	
<u>CAMERA / STROBE / SAFETY / LUBE / FIRE UPGRADE OPTIONS</u>					

FSA23-VEH21.0 ITEM 83 OPTIONS ALL ROADS KENWORTH, LLC

Item 4D.

Manufacturer Order Code	Description	Bid Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
RMA 907	Back Up Alarm Upgrade Ecco RMA-907 82-107 dB(A)	\$ 495.00	Factory Installed	MSRP Discount = 20%	
2100-3278	WHELEN LED STROBE LIGHTS, (1) SIDE CAB	\$ 2,750.00	Factory Installed	MSRP Discount = 20%	
2100-3081	MAXXIMA STROBE LIGHTS, ON EXTERIOR VISOR,	\$ 925.00	Factory Installed	MSRP Discount = 20%	
2100-3148-	LED WORK LIGHTS, LH & RH REAR UPPER CAB CORNERS	\$ 525.00	Factory Installed	MSRP Discount = 20%	
2100-2874	DOME LIGHTS OVER LH & RH SEAT POSITIONS, ON-OFF SWITCH LED	\$ 2,750.00	Factory Installed	MSRP Discount = 20%	
AWLED6	(6) Amber LED Strobe Lights 2 Front, 2 Rear, & 2 Side Mount	\$ 2,750.00	Vendor Installed		Cost Plus 25%
LED2	(2) Amber / Amber White Surface Mtd LED Strobes Per Pair	\$ 925.00	Vendor Installed		Cost Plus 25%
BUC	Back Up Camera Dealer Installed	\$ 2,488.00	Vendor Installed		Cost Plus 25%
Brigade BackSense	Brigade Back Up Camera with BackSense Radar	\$ 7,813.00	Vendor Installed		Cost Plus 25%
Brigade 360	Brigade Back Up Camera with 360 System	\$ 10,438.00	Vendor Installed		Cost Plus 25%
2100-3279	CODE 3 LED STROBE LIGHTS, (1) INBOARD HEADLIGHT, (1) SIDE CAB	\$ 525.00	Vendor Installed		Cost Plus 25%
DAFO	DAFO Fire Supression System	\$ 8,725.00	Vendor Installed		Cost Plus 25%
LUBECORE	Automatic Lube System for Refuse Bodies	\$ 9,688.00	Vendor Installed		Cost Plus 25%
Telma	Telma driveline retarder, axial mount, includes 4 batteries (Includes shipping chassis)	\$ 24,500.00	Vendor Installed		Cost plus 35%
	<u>Factory Mounted CNG Tank Package Pricing</u>				
1003-1000	60 DGE AGILITY BOC (BACK OF CAB) 5 TANK, BLACK FRONT BUMPER FILL, CNG FUEL CAP FMM DOOR START INHIBIT	\$ 41,858.00	Factory Installed	MSRP Discount = 20%	
1003-1002	75 DGE AGILITY BOC (BACK OF CAB) 5 TANK, BLACK FRONT BUMPER FILL, CNG FUEL CAP FMM DOOR START INHIBIT	\$ 47,866.00	Factory Installed	MSRP Discount = 20%	
1003-1003	75 DGE AGILITY BOC (BACK OF CAB) 5 TANK, WHITE, FRONT BUMPER FILL, CNG FUEL CAP FMM DOOR START INHIBIT	\$ 44,602.00	Factory Installed	MSRP Discount = 20%	
1003-1010	80 DGE AGILITY BOC (BACK OF CAB) LOW PROFILE, 3 TANK, BLACK FRONT BUMPER FILL, CNG FUEL CAP FMM DOOR START INHIBIT	\$ 46,077.00	Factory Installed	MSRP Discount = 20%	
1003-1029	45 DGE AGILITY LH SIDE MOUNT W/FMM FRONT BUMPER FILL, CNG FUEL CAP FMM DOOR START INHIBIT	\$ 30,730.00	Factory Installed	MSRP Discount = 20%	
1003-1031	60 DGE,AGILITY LHS, FMM, BLUE IQ FRONT BUMPER FILL, CNG FUEL CAP FMM DOOR START INHIBIT	\$ 38,754.00	Factory Installed	MSRP Discount = 20%	
1003-1019	70 DGE Saddle Mount (frame rail mount) CNG fuel tank system in cabinet includes FRONT BUMPER FILL, CNG FUEL CAP FMM DOOR START INHIBIT	\$ 39,200.00	Factory Installed	MSRP Discount = 20%	

Manufacturer Order Code	Description	Bid Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
<u>CNG Tank Packages Pricing includes Mounting, Shipping</u>					
<u>Agility</u>					
CNG AG30DGERM	Agility CNG Tank 30 DGE Single 30 Rail Mounted	\$ 31,968.00	Vendor Installed		Cost Plus 20%
CNG AG50DGEBOC	Agility CNG Tanks 50 DGE Back Of Cab	\$ 45,648.00	Vendor Installed		Cost Plus 20%
CNG AG60DGERM	Agility CNG Tanks 60 DGE Dual 30 Rail Mounted	\$ 49,179.60	Vendor Installed		Cost Plus 20%
CNG AG60DGEBOC	Agility CNG Tanks 60 DGE Back Of Cab	\$ 45,648.00	Vendor Installed		Cost Plus 20%
CNG AG80DGEBOC	Agility CNG Tanks 80 DGE Back Of Cab	\$ 50,092.80	Vendor Installed		Cost Plus 20%
CNG AG90DGERM	Agility CNG Tanks 90 DGE Dual 45 Rail Mounted	\$ 53,805.60	Vendor Installed		Cost Plus 20%
CNG AG106DGERM	Agility CNG Tanks 106 DGE Back Of Cab	\$ 60,075.60	Vendor Installed		Cost Plus 20%
CNG AG120DGERM	Agility CNG Tanks 120 DGE Dual 60 Rail Mounted	\$ 66,832.80	Vendor Installed		Cost Plus 20%
CNG AGFBF	Front Bumper Fill Port (Either Side)	\$ 2,252.00	Vendor Installed		Cost Plus 20%
CNG AGDFH	35' De-Fueling Hose (Each)	\$ 1,270.00	Vendor Installed		Cost Plus 20%
<u>Cummins Clean Power / Momentum</u>					
CNG MM60DGESM	Momentum CNG Tanks 60 DGE Dual 30 Rail Mounted	\$ 46,828.00	Vendor Installed		Cost Plus 20%
CNG MM80DGEBOC	Momentum CNG Tanks 80 DGE Back Of Cab	\$ 54,976.00	Vendor Installed		Cost Plus 20%
CNG MM90DGERM	Momentum CNG Tanks 90 DGE (1) 50 & (1) 40 Rail Mounted	\$ 51,037.00	Vendor Installed		Cost Plus 20%
CNG MM95DGEBOC	Momentum CNG Tanks 95 DGE Back Of Cab	\$ 58,230.00	Vendor Installed		Cost Plus 20%
CNG MM120DGERM	Momentum CNG Tanks 120 DGE Dual 60 Rail Mounted	\$ 58,558.00	Vendor Installed		Cost Plus 20%
CNG MM135DGEBOC	Momentum CNG Tanks 135 DGE Back Of Cab	\$ 59,823.00	Vendor Installed		Cost Plus 20%
CNG MM175DGEBOC	Momentum CNG Tanks 175 DGE Back Of Cab	\$ 73,692.00	Vendor Installed		Cost Plus 20%
<u>Body Provided CNG Tanks - Priced With Body at time of Quote</u>					
CNG Body Tanks	Body Builder Provided CNG Tanks up to 90 DGE	\$ 72,500.00	Vendor Installed		Cost Plus 20%
CNG NW BM	New Way Body Mounted CNG Tanks 75DGE	\$ 66,500.00	Vendor Installed		Cost Plus 20%
CNG HEIL	HEIL Mounted CNG Tanks 60DGE Tailgate, Roof, Transverse, Front Body, Etc	\$ 67,313.00	Vendor Installed		Cost Plus 20%
<i>Additional Capacity = \$9375.00 Per 15 DGE</i>					
<u>REFUSE BODY OPTIONS</u>					
CSR5	Custom Specified Refuse Bodies Quoted at Current Cost + 15% (Includes FSA Fees)		Vendor Installed		Cost Plus 15%
<u>Automated Side Loaders</u>					
Heil DP Python	Heil Automated Side Loader DP Python (28yd)	\$ 190,535.00	Vendor Installed		Cost Plus 7%
Heil DP RR	Heil Automated Side Loader DP Rapid Rail (28yd)	\$ 201,110.00	Vendor Installed		Cost Plus 7%
NewWay SW	New Way Sidewinder Automated Side Loader (31yd)	\$ 185,063.00	Vendor Installed		Cost Plus 7%
NWMSW	New Way Sidewinder Severe Duty / MDSW Package (Contact Dealer for Details)	\$ 35,064.00	Vendor Installed		Cost Plus 7%
Labrie AM	Labrie Automizer Automated Side Loader (31 yd)	\$ 204,370.00	Vendor Installed		Cost Plus 7%
LMDSW	Labrie Automizer / MDSW Upgrade Package (Contact Dealer for Details)	\$ 34,990.00	Vendor Installed		Cost Plus 7%
Labrie EHH	Labrie Expert Helping Hand Automated Side Loader (37 yd)	\$ 220,420.00	Vendor Installed		Cost Plus 7%
Load Eclipse	Loadmaster Eclipse 31 cu. yd. Automated Side Loader	\$ 187,809.00	Vendor Installed		Cost Plus 7%
CurbT PP	Curbtender PowerPak 31 cu. yd. Automated Side Loader	\$ 182,105.00	Vendor Installed		Cost Plus 7%
Amrep AMHASL	Amrep Hardox Automated Side Loader Full Push Out AMHASLTPO-19	\$ 169,006.00	Vendor Installed		Cost Plus 7%
Amrep AMSL36	Amrep Hardox Manual Side Loader Full Push Out	\$ 141,812.00	Vendor Installed		Cost Plus 7%
EZP Ranger	EZ-Pack Ranger 31 YD Automated Side Loader	\$ 173,357.00	Vendor Installed		Cost Plus 7%

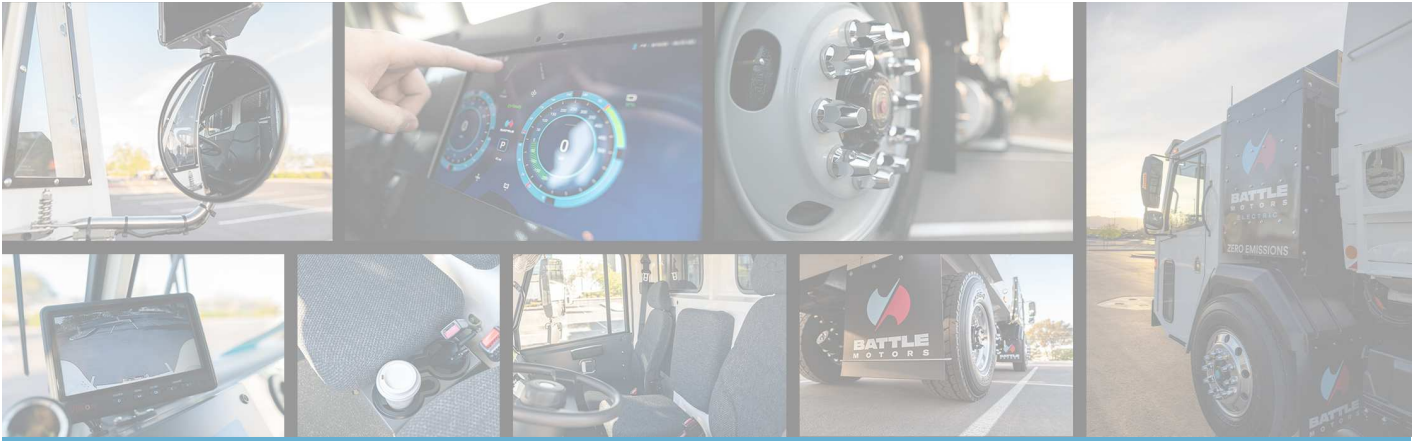
Manufacturer Order Code	Description	Bid Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
<u>Rear Load Refuse Bodies</u>					
Heil DP5	Heil DP5000 Rear Loader 25 Cu Yd	\$ 135,007.00	Vendor Installed		Cost Plus 9%
Heil PT	Heil PT Commercial Rear Loader 25 Cu Yd	\$ 140,021.00	Vendor Installed		Cost Plus 9%
Bayne	Bayne (or equivalent) Cart Tipper each	\$ 9,375.00	Vendor Installed		Cost Plus 25%
LOAD Excel	Loadmaster Excel S 31 cu yd high compaction Rearloader	\$ 110,445.00	Vendor Installed		Cost Plus 7%
LOAD EVM	Loadmaster Enviromaster DT - 25 cu yd 60/40 Split-Body Rearloader	\$ 181,673.00	Vendor Installed		Cost Plus 7%
NewWay KC	New Way King Cobra 25RL Rear Loader Refuse Body	\$ 118,249.00	Vendor Installed		Cost Plus 11%
EZ Pack Apollo	EZ-Pack Apollo Rear Loader 25 YD	\$ 104,928.00	Vendor Installed		Cost Plus 11%
EZ Pack G300	EZ-Pack Goliath G300 Rear Loader 31 YD	\$ 111,211.00	Vendor Installed		Cost Plus 11%
EZ Pack G400	EZ-Pack Goliath G400 Rear Loader 25 YD	\$ 124,869.00	Vendor Installed		Cost Plus 11%
AMREP REL	Amrep Hardox Rear Loader Full Push Out AMHRLTPO-25YD	\$ 125,341.00	Vendor Installed		Cost Plus 10%
Leach ZR3-III	Leach ZR3-III Rear-Load 25 YD	\$ 148,200.00	Vendor Installed		Cost Plus 9%
<u>Front Load Refuse Bodies</u>					
HEIL FEL	Heil Half/Pack 40 cu. yd. Front Loader	\$ 180,111.00	Vendor Installed		Cost Plus 8%
HEIL FEL LR	HEIL Half/Pack Low Rider 40 cu. yd. Front Loader - designed for residential carry can	\$ 230,318.00	Vendor Installed		Cost Plus 6%
HEIL Curotto	HEIL Curotto Can Assembly	\$ 46,200.00	Vendor Installed		Cost Plus 10%
EZ Pack Herc	EZ-Pack Hercules 40 YD Commercial Front Loader	\$ 159,978.00	Vendor Installed		Cost Plus 8%
New Way Mammoth	New Way Mammoth 40YD Front Loader Refuse Body	\$ 153,741.00	Vendor Installed		Cost Plus 9%
AMREP FEL	Amrep Hardox 40yd Front End Loader Refuse Body	\$ 170,345.00	Vendor Installed		Cost Plus 7%
Titan40	Titan 40 CY Front Loader Refuse Body	\$ 180,882.00	Vendor Installed		Cost Plus 8%
Wittke	Wittke Super Duty 40yd Front End Loader Refuse Body	\$ 184,680.00	Vendor Installed		Cost Plus 7%
<u>Roll Offs</u>					
Galbreath U5-OR-174	Galbreath U5 – OR – 174 RollOff Hoist w/ tarper	\$ 79,692.00	Vendor Installed		Cost Plus 16%
Galbreath AF-OR-174	Galbreath AF – OR – 174 RollOff Hoist w/ tarper	\$ 82,800.00	Vendor Installed		Cost Plus 15%
Stellar 65-174	Stellar 65-174 65,000 lbs RollOff Hoist w/ tarper	\$ 110,096.00	Vendor Installed		Cost Plus 12%
Galfab OR 60	Galfab OR 60 60,000 lbs RollOff Hoist w/ tarper	\$ 75,325.00	Vendor Installed		Cost Plus 15%

FSA23-VEH21.0 ITEM 83 OPTIONS ALL ROADS KENWORTH, LLC

Item 4D.

Manufacturer Order Code	Description	Bid Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	Grapple Loaders				
PetersenAL-1	Petersen AL-1 Atlas Grapple w/ 50 C.Y. HardOx Body Inc Strobes,Lights & BU Cam	\$ 170,672.00	Vendor Installed		Cost Plus 7%
ATLAS DWT	Petersen AL-1 Atlas Dual Walk through 24' 40CY HDX Body Quadsticks Strobes,Lights	\$ 173,818.00	Vendor Installed		Cost Plus 7%
Route Assistant 2240	Petersen TR3 Route Assistant Dual Walk through 22' 40CY HDX Body Quadsticks	\$ 169,533.00	Vendor Installed		Cost Plus 7%
PalfingerM100L72	Palfinger M100L72 Dual Walk Thru Hydraulic Loader 27 CY Dump Body/ Single Door	\$ 150,925.00	Vendor Installed		Cost Plus 7%
	Standard Warranty				
306A-001	WARRANTY, CHASSIS, STANDARD 1 YEAR COVERAGE	INC	Factory Installed	Non Discountable - Cost	
306A-0041	WARRANTY, CUMMINS STANDARD, 2 YEAR	INC	Factory Installed	Non Discountable - Cost	
306A-0041 AT	WARRANTY, CUMMINS STANDARD, 2 YEAR AFTERTREATMENT	INC	Factory Installed	Non Discountable - Cost	
306A-0014	WARRANTY, ALLISION, 3 YR EDGE II PARTNER STANDARD	INC	Factory Installed	Non Discountable - Cost	
	Extended Warranty Options				
	ALL EXTENDED WARRANTY PRICES ARE AT COST FROM THE MANUFACTURER		Factory Installed	PRICED AT COST	PRICED AT COST
	CHASSIS EXTENDED COVERAGE				
306A-002	WARRANTY, CHASSIS, 1 YEAR EXT, 2 YEAR COVERAGE, EPA	\$ 1,133.00	Factory Installed	Non Discountable - Cost	
306A-0003	WARRANTY, CHASSIS, 2 YEAR EXT, 3 YEAR COVERAGE, EPA	\$ 1,687.00	Factory Installed	Non Discountable - Cost	
306A-0004	WARRANTY, CHASSIS, 3 YEAR EXT, 4 YEAR COVERAGE, EPA	\$ 2,060.00	Factory Installed	Non Discountable - Cost	
306A-0005	WARRANTY, CHASSIS, 4 YEAR EXT, 5 YEAR COVERAGE, EPA	\$ 2,337.00	Factory Installed	Non Discountable - Cost	
	CUMMINS EXTENDED COVERAGE				
306A-0101	WARRANTY, CUMMINS X12 W/ TOWING, 3 YR, 300,000 MI, PLAN 1, EPA/NON-CARB	\$ 2,060.00	Factory Installed	Non Discountable - Cost	
306A-0135	WARRANTY, CUMMINS X12 AFTERTREATMENT, 3 YR, 300,000 MI	\$ 607.00	Factory Installed	Non Discountable - Cost	
306A-0105	WARRANTY, CUMMINS X12 W/ TOWING, 4 YR, 400,000 MI, PLAN 1, EPA/NON-CARB	\$ 3,327.00	Factory Installed	Non Discountable - Cost	
306A-0139	WARRANTY, CUMMINS X12 AFTERTREATMENT, 4 YR, 400,000 MI	\$ 1,340.00	Factory Installed	Non Discountable - Cost	
306A-0042	WARRANTY, CUMMINS L9 W/TOWING, 3 YR, 100,000 MI, PLAN 1, EPA/NON-CARB	\$ 933.00	Factory Installed	Non Discountable - Cost	
306A-0062	WARRANTY, CUMMINS L9 AFTERTREATMENT, 3 YR, 100,000 MI,	\$ 427.00	Factory Installed	Non Discountable - Cost	
306A-0044	WARRANTY, CUMMINS L9 W/TOWING, 4 YR, 150,000 MI, PLAN 1, EPA/NON-CARB	\$ 2,133.00	Factory Installed	Non Discountable - Cost	
306A-0064	WARRANTY, CUMMINS L9 AFTERTREATMENT, 4 YR, 150,000 MI,	\$ 773.00	Factory Installed	Non Discountable - Cost	
306A-0046	WARRANTY, CUMMINS L9 W/TOWING, 5 YR, 100,000 MI, PLAN 1, EPA/NON-CARB	\$ 2,067.00	Factory Installed	Non Discountable - Cost	
306A-0066	WARRANTY, CUMMINS L9 AFTERTREATMENT, 5 YR, 100,000 MI,	\$ 773.00	Factory Installed	Non Discountable - Cost	
306A-0048	WARRANTY, CUMMINS L9 W/TOWING, 5 YR, 200,000 MI, PLAN 1, EPA/NON-CARB	\$ 3,733.00	Vendor Installed	Non Discountable - Cost	
306A-0068	WARRANTY, CUMMINS L9 AFTERTREATMENT, 5 YR, 200,000 MI,	\$ 1,260.00	Vendor Installed	Non Discountable - Cost	
	ALLISION EXTENDED COVERAGE				
306A-0014	WARRANTY, ALLISION, 3000RDS, 2 YR EXT, 5 YR COVERAGE	\$ 1,300.00	Vendor Installed	Non Discountable - Cost	
306A-0020	WARRANTY, ALLISION, 4500RDS, 2 YR EXT, 5 YR COVERAGE	\$ 1,457.00	Vendor Installed	Non Discountable - Cost	
	DANA AXLE EXTENDED COVERAGE				
306A-0030	WARRANTY, DANA, D-170 SERIES, 2 YR EXT, 5 YR COVERAGE	\$ 1,000.00	Vendor Installed	Non Discountable - Cost	

Manufacturer Order Code	Description	Bid Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
DISCOUNTS / NON SCHEDULED OPTIONS / SURCHARGES					
CPPD	Prepayment Discount Available If Chassis is Paid for when delivered to Body Company	Consult Dealer			
Discount 2.10	Dealer Discretionary Discount - Determined By Dealer as Appropriate - When Available				
MSRP20	20% Discount Off Current MSRP For Unspecified Factory Options Including Fees	20%			
NSO25	Non Scheduled Unpublished Options/Bodies Available at Cost + 25% Max	25%			
2025YMES	2025 Year Model or Emissions Surcharge - From Manufacturer - Pass through at cost				
Surcharge 3.06	Surcharges - Charged by Manufacturer - As Provided for in Terms & Conditions 3.06				
Delivery	Delivery Charge - applies to out of Local FSA Zone Deliveries - if required	.			
<u>TAGS</u>					
TEMP TAG	Temporary Tag	INC			
TRANSFER	Transfer tag	INC			
NEWTAG	New tag: state / city / county	At Cost			



ALL ROADS KEWORTH LLC, LET2-46 ASL NEW WAY 11102022 PROPOSAL



BATTLE
M O T O R S

Date

08/01/2023

Quote Information

202211101258-8521

9000-0435T

1002449-1002458

2024 Sales LET2

Qty: 1

Prepared For

TBD - Stock

Prepared By

Mike Crawford

mike.crawford@allroadstrucks.com

All Roads Kenworth

Shipping Destination: Booneville, MS (New Way)



MODEL	DESCRIPTION		PRICE
9999-CUSTOM-140230	SOURCEWELL	NON-SOURCEWELL	STANDARD
9999-CUSTOM-139414	FUEL TYPE	DIESEL	STANDARD
9999-CUSTOM-83063	BODY APPLICATION	OBS - NEW WAY ASL, SIDEWINDER 31 CY	STANDARD
9999-CUSTOM-142671	SURFACE	OPERATES IN LANDFILL	STANDARD
9999-CUSTOM-83335	PRODUCT AVAILABILITY	ORDER MAJOR COMPONENTS - LEAD TIME / AVAILABILITY	STANDARD
9999-CUSTOM-83099	CARB/EPA	EPA / NON-CARB	STANDARD
9999-CUSTOM-83038	FRAME - WHEELBASE	218 WHEELBASE	STANDARD
9999-CUSTOM-83057	FRAME SILLS	DOUBLE SILLS	\$1,771
9999-CUSTOM-142332	FRAME SILL LENGTH	30' FRAME SILLS	STANDARD
9999-CUSTOM-82526	CAB STYLE	LET2 STANDARD CAB WITH EXTERIOR SUNVISOR	STANDARD
9999-CUSTOM-82531	CAB / DOORS	LET2 STANDARD CAB, W/VISOR, LH ELECTRIC ROLL-UP / RH ELECTRIC ROLL-UP DOORS	STANDARD
9999-CUSTOM-82490	DRIVE TYPE	DUAL DRIVE, RH SIT-DOWN	STANDARD
9999-CUSTOM-83079	ENGINE MODEL	CUMMINS L9, LET2	STANDARD
9999-CUSTOM-83085	TRANSMISSION MODEL	ALLISON 4500RDS, LET2	STANDARD
1000-3227	ENGINE	CUMMINS 2022 L9, 350 HP, A/C, 4500RDS TRANSMISSION, W/O ENGINE BRAKE, LET2	STANDARD
1007-1147	TRANSMISSION	TRANSMISSION ALLISON 4500RDS, L9, TC-521, NON-RETARDER	STANDARD
9999-CUSTOM-83065	REAR SUSPENSION MODEL	HMX-460 - HENDRICKSON HAULMAAX, 46,000 LBS RATED	STANDARD
9999-CUSTOM-83049	REAR DRIVE AXLE MODEL	D46-170 - REAR DRIVE AXLE	STANDARD
1200A-0202	REAR DRIVE AXLE	REAR AXLE, D46-170HP, 16.5 X 8.62, 5.57, STD DIFF, BAR PIN	\$8,601
1201-1519	REAR SUSPENSION	REAR SUSPENSION, D46-170HP, HMX-460, 1.5/11, DBL SILLS	\$3,184
1500-5041	FRAME	FRAME ASSEMBLY, 218 WB, 30' DBL SILL, HMX , STANDARD , LET2	-\$546



CHASSIS		DESCRIPTION	PRICE
9999-CUSTOM-142363	ENGINE PTO ADAPTER	1350/1410 FEPTO ADAPTER	STANDARD
2000-4813	DECALS - CHASSIS EXTERIOR	DECALS, EXTERIOR, DIESEL,TRANSYND	STANDARD
2003-0614	HVAC - CHASSIS	HVAC, LET2 STD CAB, L9/L9N, AURORA NON-BLENDING	STANDARD
2201-0119	WINDSHIELD WIPERS - CHASSIS	WINDSHIELD WIPERS, DUAL DRIVE	STANDARD
1010-1222	AIR CLEANER	AIR CLEANER, CUMMINS L9, CUMMINS OPTI-AIR, LET2	STANDARD
2103-0293	ELECTRICAL, ENGINE	ELECTRICAL, ENGINE, CUMMINS L9, 500K BAUD	STANDARD
1006-1125	ENGINE MOUNTING	ENGINE MOUNTING, CUMMINS L9/L9N, DOUBLE SILLS, 4500RDS	\$1,064
2200-1827	GAUGE - ENGINE OIL TEMP GAUGE	GAUGE, SINGLE, ENGINE OIL TEMPERATURE, L9/L9N	\$57
1802-0076	CAB MOUNTING	CAB MOUNTING - LET2 STANDARD CAB	STANDARD
1502-0580	FRAME - FRONT EXTENSION	FRONT FRAME EXTENSION, WIDE FLANGE FLAT BUMPER	STANDARD
1503-2963	OVER ENGINE CROSSMEMBER	OVER ENGINE CROSSMEMBER, OFFSET RH SIDE RADIATOR, LET2	STANDARD
2100-3347	ELECTRICAL, BASE, CHASSIS	ELECTRICAL, BASE, CHASSIS, 500K BUAD, DIESEL/CNG	STANDARD
1908-0090	AIR PIPING, REAR AXLE	AIR PIPING, HMX REAR SUSPENSION, 6S/6M	\$550
1204-0227	REAR BUMP BLOCKS	REAR BUMP BLOCK, CAST BOLT ON, HMX	\$183
1402-0629	POWER STEERING RESERVOIR	POWER STEERING RESERVOIR, 4 QT, 2021 L9/L9N, TRW PUMP, LET2	STANDARD
1401-0331	STEERING COLUMN CHASSIS (LH)	STEERING COLUMN, CHASSIS - LET2, LHD, TILT, W/CRUISE, 18" WHEEL	STANDARD
1401-0333	STEERING COLUMN CHASSIS (RH)	STEERING COLUMN, CHASSIS - LET2, RHD, TILT, W/CRUISE, 18" WHEEL	STANDARD
1400-0715	STEERING GEAR	STEERING GEAR, XD-120, RH/DUAL DRIVE, STANDARD CAB, LET2	\$547
2501-1525	TRANSMISSION OIL PIPING	TRANSMISSION PIPING-L9/L9N/X12, 3000RDS/4000RDS	STANDARD
9999-CUSTOM-140304	FRAME MODIF, CENTER BEARING DRILLING	NO OPTION, CENTER BEARING DRILLING	STANDARD



OPTIONS, CHASSIS		DESCRIPTION	PRICE
1100A-0059	FRONT STEER AXLE	FRONT STEER AXLE, D2000F, STD TRK, 24" CMBR, >190" WB, 16.5 X 7 ES1100 BRAKES	\$480
1101-0638	FRONT SUSPENSION	FRONT SUSPENSION, D2000F, (4) TAPER LEAF, STD SHOCKS	STANDARD
2000-4734	LUBE, REAR DRIVE AXLE	LUBE, REAR AXLE, STANDARD, D46-170P AXLE 85W-140	\$147
1003A-0050	DEF TANK	DEF TANK, MTD LH BEHIND FENDER, LH 32/38, B6.7/L9	\$337
1003-0971	FUEL TANK	DIESEL FUEL TANK, SINGLE 80 GAL ROUND, ALUMINUM, W/O DRAIN	-\$766
2503-0841	FUEL PIPING / FILTER	FUEL PIPING, L9, F.T. LH 80/104, DEF TANK LH, LET2	-\$7
2101-0645	BATTERY BOX	BATTERY BOX, (3) 950 CCA BATTERIES, W/ DISCONNECT SWITCH, PLASTIC COVER	\$509
1503-2281	BATTERY BOX SPACERS	BATTERY BOX SPACERS, LOWERS 8.5" BELOW TOP OF FRAME	STANDARD
2100-2518	ELECTRICAL, BATTERY DCS INDICATOR LIGHT	BATTERY DISC SWITCH, 1" AMBER INDICATOR (PILOT LIGHT) AT BATTERY BOX	\$49
2000-4842	ELECTRICAL, BATTERY CABLES	BATTERY/ALT CABLES, L9/L9N/ISX12N, BATT BOX LH 50/62, DISC SWITCH	\$1,264
2100-2983	ELECTRICAL, POWER FEED HARNESS	ELECTRICAL, POWER FEED, L9/X12, LH UP TO STA. 50	\$145
1010A-0052	AIR CLEANER STACK	AIR CLEANER STACK, W/O PRECLNR, LET2	STANDARD
1004A-0054	EXHAUST STACK	FLARED ELBOW EXHAUST STACK, CHROME PLATED, 36" LONG	\$400
2100-3361	ENGINE, ALTERNATOR	ALTERNATOR, DELCO 55 SI, 12V, 430 AMP, L9/L9N/ISX12N	STANDARD
2500-0126	ENGINE COOLING, OPTIONS	REMOTE COOLANT FILL, RH FENDER MOUNTED	\$521
2000-4701	ENGINE, DIPSTICK/OIL FILL	ENGINE DIPSTICK MTG ONLY, L9/L9N	STANDARD
162X-0494	ENGINE PROGRAMMING PARAMETERS	ENGINE PRGM-B6.7/L9, A/C, NO IDLE SHUTDOWN, 1450 RPM TA, 65 MPH	STANDARD
2502-0800	AIR DRYER	AIR DRYER, BENDIX, AD-IP, LH INSIDE SILL FRONT	\$30
1910-0464	AIR PIPING, AIR DRYER	AIR DRYER PIPING - AD9EP/AD-IP, LH STA. 80 INSIDE SILL / FRONT	\$6

OPTIONS, CHASSIS		DESCRIPTION	PRICE
2502-0827-CAB	AUTO NEUTRAL	PARK BRAKE AUTO NEUTRAL	\$271
2100-3338	ELECTRICAL, TCM	TCM-ALLISON, 4500RDS, DUAL DRIVE, TC521, 6 SPD, 145 AG, L9	-\$1
1502-0629	FRONT BUMPER	FRONT BUMPER, WIDE FLANGE FLAT BUMPER	STANDARD
1801-0591	FENDERS, FRONT	FENDER, FRONT - BLACK PLASTIC, LET2	STANDARD
2003-0574	ENGINE, BLOCK HEATER	ENGINE BLOCK HEATER, L9/L9N, 120V IND LT, 1000W, FLAT BUMPER	\$378
1600-4855	PROPSHAFT	PROPSHAFT, 218" WB, L9/L9N, 4500RDS, D-170/190	\$711
1503-2859	AIR PIPING, FRAME SUPPORTS	FRAME AIR PIPING SUPPORTS, >190" WB, TANDEM AXLE, DOUBLE SILLS	\$55
1906-0776	AIR PIPING, FRAME	FRAME AIR PPG - (3) STEEL AIR TANKS, LET2, W/ CENTRALIZED DRAINS	STANDARD
1904-0071	AIR PIPING, OPTIONAL AUTOMATIC DRAIN VALVES	BENDIX NON-HEATD DV-2 AUTOMATIC DRAIN VALVE @ (3) AIR TANKS	\$229
1906-0434	AIR PIPING, OPTIONAL CHARGE VALVE	SCHRADER CHARGE VALVE @ AIR DRYER	\$61
9999-CUSTOM-142071	AIR SUSPENION OVERRIDE	NO OPTION - AIR SUSP DUMP VALVE, CHASSIS	STANDARD
2000-4582	AIR HORN, CHASSIS	AIR HORN, DUAL TONE, UNDER CAB	\$791
2000-2215	BACK-UP ALARM	BACK-UP ALARM, ECCO 575, 107DB	STANDARD
9999-CUSTOM-139179	RETAINER CABLES	NO OPTION-RETAINER CABLES	STANDARD
2-515-4787-0139	TIRES/WHEELS - FRONT STEER AXLE	COOPER SEVERE SERIES MSA, 315/80R22.5, 20/L, ACCURIDE, ALUMINUM, XTRA POLISH FINISH, 2.14" INSET	\$389
8-515-4787-0140	TIRES/WHEELS - DRIVE AXLE	COOPER SEVERE SERIES MSA, 315/80R22.5, 20/L, ACCURIDE, ALUMINUM, XTRA POLISH FINISH, 7.00" OUTSET	\$5,986
2501-1541	OIL PIPING, CAB TILT	CAB TILT, LET2, ELEC PUMP, ELEC. FAN, NO PLOW	STANDARD
1005-1883	ENGINE COOLING	RADIATOR; CUMMINS 2021 L9, OFFSET RADIATOR LET2	STANDARD
1004-2077	EXHAUST	EXHAUST, 2021 CUMMINS L9, 260-350 HP, LET2 OFFSET RAD.	STANDARD
9999-CUSTOM-140340	TRAILER BRAKES	NO OPTION - TRACTOR PROTECTION VALVE	STANDARD

**KW OF SF STOCK UNITS LET2-46 ASL NEW WAY 11102022
PROPOSAL**

OPTIONS, CAB		DESCRIPTION	PRICE
1803-0087-CAB	CAB - DOOR (LH)	STANDARD DOOR, LH, ELECTRIC ROLL UP	STANDARD
1804-0086-CAB	CAB - DOOR (RH)	STANDARD DOOR, RH, ELECTRIC ROLL UP	STANDARD
1806-1332-CAB	CAB - MIRROR (LH)	WEST COAST MIRROR, LH STANDARD DOOR, 16 X 7 HEATED	\$81
1808-0120-CAB	CAB - MIRROR (RH)	WEST COAST MIRROR, RH STANDARD DOOR, 16 X 7 HEATED	\$39
1806-1294-CAB	CAB - MIRROR, SPOT	MIRROR, SPOT - (2) LH / (2) RH, TOP & BOTTOM MIRROR ARMS, 8" ROUND, SS, HEATED	\$454
1401-0331-CAB	STEERING COLUMN CAB (LH)	STRG COLUMN ASSY - LET2, LHD,TILT, W/CRUISE, 18" WHEEL	STANDARD
1401-0333-CAB	STEERING COLUMN CAB (RH)	STEERING COLUMN, CAB - LET2, RHD, TILT, W/CRUISE, 18" WHEEL	\$1,455
9999-CUSTOM-82609	RADIO OPTION - AM/FM/BLUETOOTH/HANDS FREE	RADIO - MOUNTED ON LH SIDE CAB, AM/FM/MP3/USB/BLUETOOTH/HANDS FREE	STANDARD
2003-0614-CAB	HVAC - CAB	HVAC, LET2 STD CAB, L9/L9N, AURORA NON-BLENDING	STANDARD
2003-0369-CAB	CAB - DEFROST FANS	CAB DEFROST FANS, 2-SPD, DUAL FANS, LH & RH OVERHEAD CONSOLE	STANDARD
2100-3405-CAB	CAB, ELECTRICAL - IGNITION	CAB, IGNITION (6) KEYS D250, STD/BI-FOLD DOOR C250	\$15
2202-0050-CAB	CAB - DASH/INSTRUMENTATION	ANALOG GAUGES, DUAL DRIVE, RH FULL, DIESEL, MPH, LET2	\$2,040
2200-1827-CAB	CAB - GAUGES - ENGINE OIL TEMPERATURE	GAUGE, SINGLE, ENGINE OIL TEMPERATURE, L9/L9N	\$120
2200-1812-CAB	CAB - GAUGES - MISC OPTIONS	GAUGE, FILTERMINDER, DASH MOUNTED	\$64
2100-3081-CAB	CAB - LIGHTING OPTIONS	MAXXIMA STROBE LIGHTS, ON EXTERIOR VISOR, LET2	\$433
1907-0458-CAB	CAB - AIR PIPING	CAB AIR PIPING, DUAL DRIVE, RH SIT-DOWN SEATING, RH FOOTREST, LET2/LET2CC	STANDARD
2000-4298-CAB	CAB - FIRE EXTINGUISHER	FIRE EXTINGUISHER, 10#, ABC, SHIP LOOSE	\$273
2000-4119-CAB	CAB - FIRST AID KIT	MISC ASSY-FIRST AID KIT,ZEE #42,SHIP LOOSE	\$114
2000-1632-CAB	CAB - TRIANGLE KIT	TRIANGLE KIT-WARNING, SHIP LOOSE	\$61
1810-0061-CAB	CAB GRILLE	BATTLE GRILLE, SMOOTH FLAT BLACK	STANDARD



OPTIONS, CAB SEATS		DESCRIPTION	PRICE
9999-CUSTOM-82616	CAB - SEAT MATERIAL	SEAT - ASPHALT CLOTH	STANDARD
2001-0488-CAB	CAB - SEATS (LH)	SEAT AIR RIDE, SEARS C2, ASPHALT CLOTH, LH, LET2	-\$25
2011-0267-CAB	CAB - SEATS (RH)	SEAT AIR RIDE, SEARS C2, ASPHALT CLOTH, RH, LET2	\$157
2000-4771-CAB	CAB - SEAT BELTS (LH)	SEAT BELT, BLACK, LH SIDE, AIR RIDE SEAT, LET2	\$14
2000-4856-CAB	CAB - SEAT BELTS (RH)	SEAT BELT, BLACK, RH SIDE, AIR RIDE SEAT, LET2	\$14

CAB	DESCRIPTION	PRICE
1800-1894-CAB	CAB MODEL CAB ASSY, GREEN GLASS, NO ROOF VENTS, W/VISOR, LET2	STANDARD
1809-0175-CAB	CAB - OVERHEAD CONSOLE / RADIO OVERHEAD CONSOLE, DUAL DRIVE, MTD LH SIDE AM/FM/BLUETOOTH/HANDS FREE RADIO, HVAC CONTROLS, LET2	\$100
1809-0167-CAB	CAB - FLOOR GRIP TAPE FLOOR GRIP TAPE INSTALLATION, LET2	STANDARD
1001-0960-CAB	CAB - ACCELERATOR PEDAL ACCELERATOR PEDAL, CUMMINS, DUAL DRIVE	\$542
2100-3347-CAB	CAB - BASE ELECTRICAL ELECTRICAL, BASE, 500K BUAD, AUTOCRAFT HEADLIGHT	STANDARD
2000-4561-CAB	CAB - GRAB HANDLES (LH) LH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS	STANDARD
2000-4862-CAB	CAB - GRAB HANDLES (RH) RH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS	STANDARD
9999-CUSTOM-82818	CAB, ELEC - DOOR WINDOWS - SWITCH COUNT DUAL DRIVE, LH E/R, RH E/R	STANDARD
2100-3352-CAB	CAB, ELECTRICAL - DOOR WINDOWS CAB, ELECTRICAL, POWER WINDOWS, 4 SWITCHES	\$14
2000-4582-CAB	CAB - AIR HORN AIR HORN, DUAL TONE, UNDER CAB	\$50
1908-0090-CAB	CAB AIR PIPING, REAR AXLE CAB AIR PIPING, HMX REAR SUSPENSION, 6S/6M	\$32
2000-4809-CAB	DECALS - CAB INTERIOR DECALS, INTERIOR, DUAL DRIVE, DIESEL	\$21
1810-0043-CAB	CAB - MISC COMPONENTS CAB MODIF - LET2 COMPONENTS, LH/RH STEEL PANELS	STANDARD
9999-CUSTOM-		

CAB	DESCRIPTION	PRICE
142070 AIR SUSPENSION OVERRIDE	NO OPTION - AIR SUSP DUMP VALVE, CAB	STANDARD

PAINT	DESCRIPTION	PRICE
356-0322 PAINT, CAB	PAINT, CAB, STANDARD WHITE, G2-3460715-A	STANDARD
356-0323 PAINT, CHASSIS	PAINT, CHASSIS, STANDARD BLACK, G2-2B1738	STANDARD
356-0329 PAINT, BUMPER	PAINT, BUMPER - STANDARD BLACK, G2-2B1738	STANDARD

WARRANTY	DESCRIPTION	PRICE
306A-0001 WARRANTY, CHASSIS	WARRANTY, CHASSIS, STANDARD, 1 YEAR, COVERAGE	STANDARD
306A-0041 WARRANTY, ENGINE	WARRANTY, CUMMINS STANDARD, 2 YEAR	STANDARD
9999-CUSTOM-83306 WARRANTY, ENGINE MAJOR COMPONENTS	NO OPTION-WARRANTY, MAJOR COMPONENTS	STANDARD
9999-CUSTOM-83307 WARRANTY, AFTERTREATMENT	WARRANTY, CUMMINS STANDARD, 2 YEAR	STANDARD
306A-0013 WARRANTY, TRANSMISSION	WARRANTY, ALLISION, 3 YR EDGE II PARTNER STANDARD	STANDARD
306A-0022 WARRANTY, DRIVE AXLE	WARRANTY, STANDARD 2 YEAR	STANDARD

CUSTOM OPTIONS	DESCRIPTION	PRICE
9999-CUSTOM-141986 AIR PIPING, AIR DRYER (QUOTE ONLY)	NO OPTON (AVAILABLE IN UPPER SELECTION)	STANDARD



**KW OF SF STOCK UNITS LET2-46 ASL NEW WAY 11102022
PROPOSAL**

VEHICLE SPECIFICATION SUMMARY	UNIT	DESCRIPTION
MODEL		SALES LET2
ENGINE		CUMMINS 2022 L9, 350 HP, A/C, 4500RDS TRANSMISSION, W/O ENGINE BRAKE, LET2
PEAK POWER	HP	350
PEAK TORQUE	NM	1050 @ 1200
TRANSMISSION		TRANSMISSION ALLISON 4500RDS, L9, TC-521, NON-RETARDER



DESCRIPTION	PRICE
BASE MSRP	\$255,000
OPTIONS	\$33,537
CUSTOM REQUESTED OPTIONS	\$0
DEALER MSRP	\$288,537
DESTINATION CHARGE (BOONEVILLE, MS (NEW WAY))	\$2,598
WARRANTIES & OPTIONS	
WARRANTY, CHASSIS, STANDARD, 1 YEAR, COVERAGE	\$0
WARRANTY, ALLISION, 3 YR EDGE II PARTNER STANDARD	\$0
WARRANTY, STANDARD 2 YEAR	\$0
WARRANTY, CUMMINS STANDARD, 2 YEAR	\$0
NO OPTION-WARRANTY, MAJOR COMPONENTS	\$0
WARRANTY, CUMMINS STANDARD, 2 YEAR	\$0
NON-SOURCEWELL	\$0
SUBTOTAL	\$0

CUSTOMER

BATTLE MOTORS, INC.

DATE

DATE

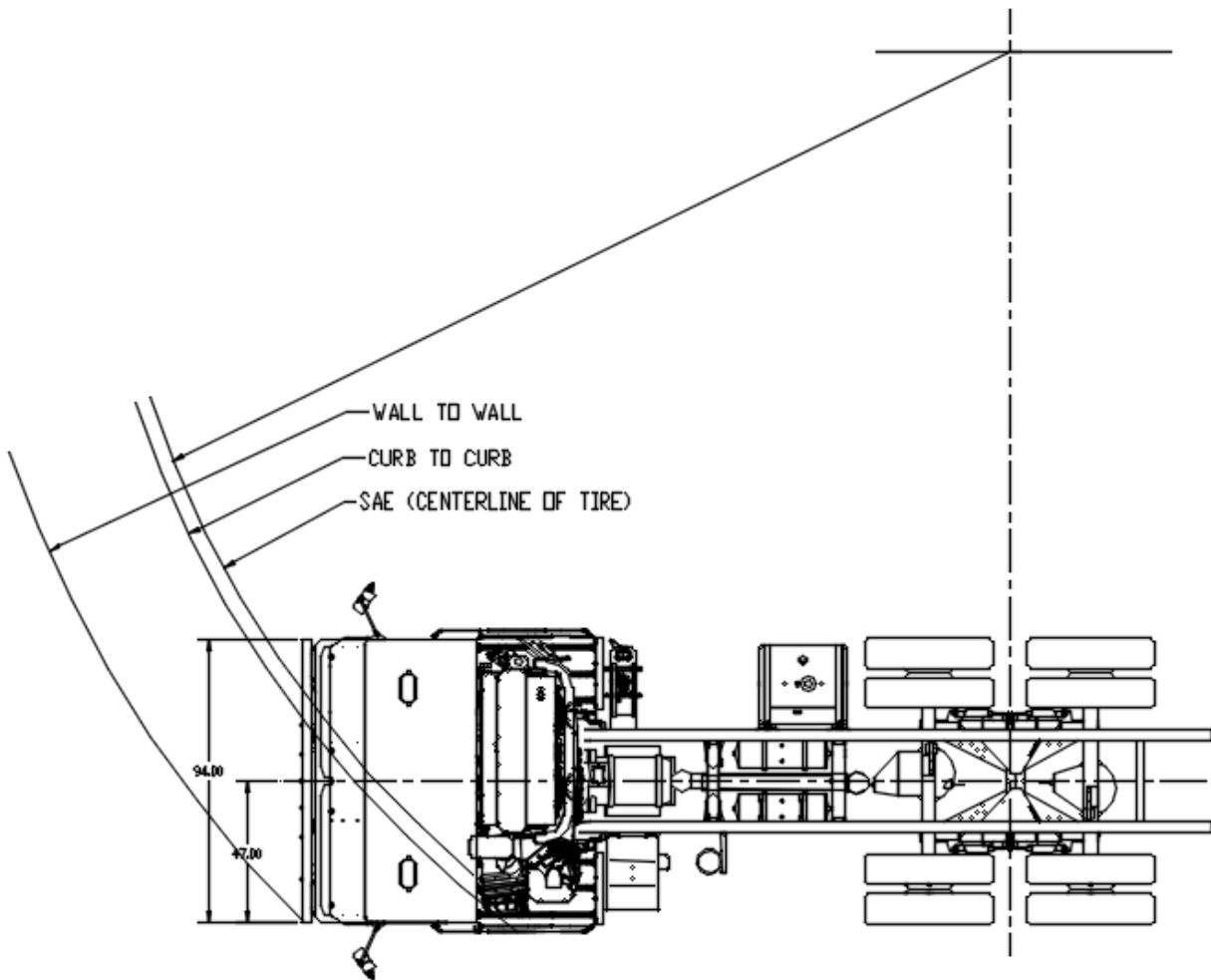
We recognize our business exists only by achieving our customer's expectations for our products and services. We operate in an environment of continual improvement, and strive to be performance driven, operating with teamwork and integrity. Thank you for your interest in partnering with Battle Motors to provide the solutions you need.

Specifications are indicative of a standard build and are subject to change without notice.

AXLE POSITION	AXLE MODEL	AXLE/SUSP RATING (LBS)	SINGLE OR DUAL	WHEEL SIZE AND RATING (SIZE / LOAD @ PRESSURE)	TIRE SIZE AND RATING** (SIZE / LOAD @ PRESSURE / SPEED)	GAWR (LOAD @ PRESSURE / SPEED)
FRONT	D2000F	20,000	S	22.5 X 9.00 / 10,000 @ 130	315/80R22.5L/20 / 10,000 @ 130 / 68	20,000 @ 130 / 68
1ST INTERMEDIATE	D46-170HP	23,000	D	22.5 X 9.00 / 10,000 @ 130	315/80R22.5L/20 / 9,090 @ 130 / 68	23,000 @ 130 / 68
2ND INTERMEDIATE						
3RD INTERMEDIATE						
LAST	R46-170H	23,000	D	22.5 X 9.00 / 10,000 @ 130	315/80R22.5L/20 / 9,090 @ 130 / 68	23,000 @ 130 / 68
DRIVETRAIN GVWR (LBS)						66,000
ENGINE APPLICATION GVWR (LBS)						66,000
TRANSMISSION APPLICATION GVWR (LBS)						80,000
TRUCK GVWR (LBS)						66,000



COMPONENT	LOCATION
AIR DRYER	LH STA. 80 INSIDE SILL / FRONT
AIR TANKS	122/140
BATTERY CABLES	LH STA. 50/62
DEF TANK	LH STA. 32/38
DIESEL FUEL TANK	LH STA. 80/104



ESTIMATED VEHICLE TURNABILITY - TURN RADIUS (FEET) (+/- 5%)

SAE - TIRE CENTERLINE TO TIRE CENTERLINE (FT)	37
CURB-TO-CURB (FT)	38
WALL-TO-WALL (FT)	40



ESTIMATED VEHICLE WEIGHT DISTRIBUTION (LBS) - FULLY WET WITH 200# DRIVER (+/- 5%)

FRONT AXLE GROUND LOAD (LBS)	11,840
REAR AXLE GROUND LOAD (LBS)	6,901
TOTAL VEHICLE WEIGHT (LBS)	18,741

FRAME MEASUREMENT	VALUE	UNIT
CA/CT (CAB-TO-AXLE)	194	INCHES
AF (AFTER FRAME)	85	INCHES



LOCATION	SELECTION
BATTERY BOX	PC BLACK
BUMPER	STANDARD BLACK
CAB	STANDARD WHITE
CAB CLEAR COAT	N/A
CAB STRIPES	N/A
CAB WINDSHIELD GUARD	N/A
CHASSIS	STANDARD BLACK
FRONT WHEELS	XTRA POLISH
FUEL TANK	BRUSHED ALUMINUM
REAR WHEELS	XTRA POLISH

Southern Sewer Equipment Sales

Item 4D.

800-782-4134



SouthernSewer.com



772-595-6940

Mr. Mike Crawford
All Roads Trucks
2909 S. Andrews Avenue
Fort Lauderdale, FL 33316
Email: mcrawford@allroadstrucks.com

October 18, 2023

Dear Mike,

Southern Sewer Equipment Sales appreciates the opportunity to provide the City of Madeira Beach with a quote for a New Way Sidewinder **33-yard** refuse body to be mounted on your suitable chassis. Please review the attached equipment list.

**Total Price for a New Way Sidewinder Refuse Body
with City of Madeira Beach Option Package:**

\$187,794.00*

**Pricing based on current market conditions and chassis arrival before September 30, 2024. Does not include unforeseen changes due to volatile market fluctuations and/or material surcharges. These prices do not include any contract fees. Quote is valid for 30 days.*

Minimum Chassis Requirements:

Clear/Usable **201" CT**

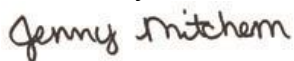
80" After Frame

64,000 lb. GVWR, **Tires must meet Florida DOT GVWR requirements**

Automatic Transmission

Please feel free to contact Michael Fitzgerald at (772) 201-9432, if you have any questions.

Sincerely,



Jenny Mitchem
Office Manager

Doral



Fort Pierce



Orlando

EQUIPMENT LIST
City of Madeira Beach
October 18, 2023

New Way Sidewinder

Pack On The Go
 Multi Cycle Packer
 Front Mount, Tandem Vane Pump
 Twin 14.5" x 7" Clean Out Doors
 Chrome Cylinder Rods with Scrapers
 Side-Access Door to Hopper
 Nitro Carbonite Single Hoist Cylinder
 Sight Gauge on Reservoir Tank
 High Grade Hydraulic Fluid
 Quick Disconnect Port for Pressure Gauge
 Reinforced, Frame Mounted Arm – 1,000 lb. Lift Capacity
 In-Line Heavy Duty Grippers
 Sealed Roller Bearings on Packer Follower Panels
 Hydraulic Hopper Cover
 Hopper Access Ladder
 Ergonomic In-Cab Control Panel and Joystick
 Positive Automatic Tailgate Lock
 Smooth Body Sidewall Design
 Acrylic Urethane Enamel Single Color Paint on Body
 ARM Powder Coat New Way Safety Yellow
 Rear Vision Camera System, Dual Cameras
 Back Up Alarm
 Body Ajar Alarm
 Tailgate Ajar Alarm
 Hour Meter
 "Arm Stowed" Indicator
 Arm Cycle Counter
 Home Position Arm Lock
 LED Body Lights
 LED Work Lights: 1 in Hopper, 1 Curbside Toward Arm
 Strobe Light Package (Mounted Upper Tailgate)
 Strobe Light, Surface Mount
 10 lb. Fire Extinguisher
 Triangle Kit
 1 Year Body, Arm & Hydraulic Warranty
 2 Year Cylinder Warranty



City of Madeira Beach Option Package:

Upgrade to 33 Cubic Yard Body Capacity in lieu of 31 Cubic Yard

Severe Refuse Package: 7 GA AR Hopper Floor & Side Liner, Forward Panel of Body Side Wall 7 GA AR450, Body Floor 7 GA AR450 32" Into Body, Chromium Overlay on Packer Guide Rails

Rake Teeth Breaker Bar

Mid-Body LED Back Up Lights

Electronic Filter By-Pass Indicator in Cab

Arm Spill Shield

2) Cleanout Chute Extensions

Arm Not Stowed Audible Alarm

Arm Control Rocker Switches Under Seat

Steel Tool Box 18" x 18" x 36"

Lubecore Automatic Lube System for Arm & Packer



Toll-Free: 1-888-7
3214 Alameda St.
Tampa, FL. 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

Megan Wepfer
City of Madeira Beach
Public Works Director
C: 727-543-8154

Good afternoon Megan,

All of the prices for that same DEMO truck are still current and this truck is currently available.

DEMO 108720 2022 CCC ASL VIN 4C9AADAC4N1540091

- Purchase of same truck (540091) \$379,170.00
- Lease on the same truck (540091) \$8500.00 per month for a term of 13 months
- Purchase of the same make of chassis (Battle/CCC) with a pac-tech body. \$369,170.00 with an estimated 180 day lead time or less.
- Lease of same make of chassis (Battle/CCC) with a pac-tech body. \$8500.00 per month for a lease term of 13 months with a lead time of 180 days or less.

Thank you once again for your time and consideration. We value your partnership and look forward to serving your needs in the future. Please feel free to contact me with any questions.

Warm Regards,

A handwritten signature in blue ink that reads "Joanie Beckwith".

Joanie Beckwith

RDK Truck Sales

813-210-1948

November 8, 2023

Item 4D.



All Roads Kenworth, LLC
 2909 South Andrews Avenue, Fort Lauderdale, FL 33316
 Mike Crawford 352-427-5462
mcrawford@allroadstrucks.com

City of Madeira Beach
 300 Municipal Drive
 Madeira Beach, FL 33708
 Phone: 727-298-3228
 Attn: Megan Wepfer
mwepfer@madeirabeachfl.gov



Florida Sheriffs Association
FSA23-VEH21.0 Item 83
 Battle LET2 60,000 GVW Refuse Chassis
 with Custom HEIL DP 33CY Automated
 Side Load Body

Code	Bid Specification – Options	Price	Extension
Item #83 66K GVW 1000-3727 CSRB5	2024 Battle LET2 60GVW Refuse Base Chassis Upgrade to 66,000 GVW CUMMINS L9, 350 HP, W/O ENGINE BRAKE, LET2 Heip Durapack Python Automated Side Loader 33CY Cost = \$189,500 + 5% (inc FSA Fees, Freight, Storage Cost) Reference attached Body Quote dated October 6, 2023 Note: All Options Include Florida Sheriffs Admin Fee Item 83 Battle LET2 Specifications, Options & Attached Custom Body Quote from Tampa Crane & Body	\$ 209,939.00 Inc \$ (6,050.00) \$ 198,975.00	\$ 209,939.00 Inc \$ (6,050.00) \$ 198,975.00
Reference:			
	Total Price	\$ 402,864.00	\$402,864.00



FSA AWARDED CONTRACT

flsheriffs.org | 850-877-2165
cpp@flsheriffs.org

Florida Sheriffs Association Cooperative Purchasing Program FSA23-VEH21.0 Options

Bidder: ALL ROADS KENWORTH LLC

Item make & model: BATTLE MOTORS LET 2

Item number: 83 - 60,000 GVW REFUSE TRUCK



DEALER CONTACT: MIKE CRAWFORD 352-427-5462

mcrawford@allroadstrucks.com



Manufacturer Order Code	Description	Bid Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
Item 83	2024 - LET2 60K GVW Refuse Chassis Cummins X12 350R Allison 4500RDS	\$ 209,939.00		Note: Factory MSRP Discount % is based on CURRENT MSRP at time of Bid - Bid price reflects that discount %	Note: Cost-Plus Markup % is based on base Option/Body cost. The total % indicated includes all costs associated with Bid
	ENGINE OPTIONS				
1000-3279	CUMMINS L9, 300 HP, W/O ENGINE BRAKE, LET2 Credit	\$ (6,488.00)	Factory Installed	MSRP Discount = 20%	
1000-3727	CUMMINS L9, 350 HP, W/O ENGINE BRAKE, LET2 Credit	\$ (6,050.00)	Factory Installed	MSRP Discount = 20%	
1000-3266	CUMMINS L9, 350 HP, WITH ENGINE BRAKE, LET2 Credit	\$ (4,750.00)	Factory Installed	MSRP Discount = 20%	
1000-3235	CUMMINS L9, 380 HP, W/O ENGINE BRAKE, LET2,	\$ 2,570.00	Factory Installed	MSRP Discount = 20%	
1000-3257	CUMMINS X12 350R WITH ENGINE BRAKE, LET2,	\$ 1,685.00	Factory Installed	MSRP Discount = 20%	
1000-3255	CUMMINS X12 380R W/O ENGINE BRAKE, LET2	\$ 1,296.00	Factory Installed	MSRP Discount = 20%	
	CNG ENGINE OPTIONS				
83080	CNG - L9N 320 HP Engine, CNG Prep, CNG Exhaust	\$ 20,191.00	Factory Installed	MSRP Discount = 20%	
83082	CNG - ISX12N 350 HP Engine, CNG Prep, (Subject to Availability Thru 2023) <i>Contact Dealer for Availability / Engineering Approval / Current Pricing</i>	\$ 32,622.00	Factory Installed	MSRP Discount = 20%	
1004-2074	CNG - EXHAUST, CUMMINS L9N, LET2	\$ 18,305.00	Factory Installed	MSRP Discount = 20%	
1004-2069	CNG - EXHAUST, 2021 CUMMINS ISX12N, LET2 OFFSET RAD	\$ 20,662.00	Factory Installed	MSRP Discount = 20%	
	Allison Automatic Transmission Options				
1007-1165	Transmission: Allison 3000RDS 6-speed without Retarder (L9 or L9N) Credit	\$ (4,848.00)	Factory Installed	MSRP Discount = 20%	
1007-1159	Transmission: Allison 3000RDS 6-speed with Retarder (Requires L9 or L9N)	\$ 273.00	Factory Installed	MSRP Discount = 20%	
1007-1150	Transmission: Allison 3500RDS 6-speed with Req. L9 Max 300HP Credit	\$ (5,070.00)	Factory Installed	MSRP Discount = 20%	
1007-1220	Transmission: Allison 4500RDS w retarder, (For X12)	\$ 11,055.00	Factory Installed	MSRP Discount = 20%	
1007-1245	Transmission: Allison 4500RDSwith retarder (For X12N)	\$ 10,409.00	Factory Installed	MSRP Discount = 20%	

Manufacturer Order Code	Description	Bid Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
<u>FRAME / CHASSIS / SUSPENSION OPTIONS</u>					
83057	Double Frame Full Insert	\$ 1,742.00	Factory Installed	MSRP Discount = 20%	
66KGVW	Suspension	Inc in Base	Factory Installed	MSRP Discount = 20%	
1200A-0384	Dana D52-590P 52,000 lb. rated axle & Hendrickson HMX-EX-52 52K suspension	\$ 12,384.00	Factory Installed	MSRP Discount = 20%	
83069	RR	\$ 7,746.00	Factory Installed	MSRP Discount = 20%	
Drop Frame	OEM factory built heavy duty dropframe for ASL Recycle Bodies (Requires Engineering Approval)	\$ 15,775.00	Factory Installed	MSRP Discount = 20%	
DCDL	Driver Controlled Differential Lock	\$ 650.00	Factory Installed	MSRP Discount = 20%	
<u>LIFT AXLE & SUSPENSION OPTIONS / INC WHEELS & TIRES</u>					
1201-1247	Non Steerable Pusher Axle Watson Chalin 20K Inc Tires Steel Wheels	\$ 13,382.00	Factory Installed	MSRP Discount = 22%	
120-1454	Steerable Lift Axle: Watson Chalin 13,200 LB Inc Tires Steel Wheels	\$ 11,864.00	Factory Installed	MSRP Discount = 22%	
<u>TIRE / WHEEL OPTIONS</u>					
8-515-4787-0140	Tires/Wheels : (8) 315/80R22.5 Continental Tires & Aluminum Wheels	\$ 7,442.00	Factory Installed	MSRP Discount = 20%	
8-515-4787-0075	Tires/Wheels : (8) 315/80R22.5 Continental Tires & Steel Wheels	\$ 6,873.00	Factory Installed	MSRP Discount = 20%	
<u>CAB UPGRADE OPTIONS</u>					
LNT64	LNT64 Model - 3 Man Cab Includes L9 350HP 4500RDS & 64,000 GVW	Credit \$ (4,688.00)	Factory Installed	MSRP Discount = 20%	
LCF CREW	LCF 4 Man Crew Cab (Subject to Engineering Approval on BEV)	\$ 3,362.00	Factory Installed	MSRP Discount = 20%	
82490	LCF Dual Drive/Steering with Dual Sit Down Option	\$ 14,088.00	Factory Installed	MSRP Discount = 20%	
82516	LCF Left Hand Sit Down & Right Stand Up Steering Option	\$ 13,814.00	Factory Installed	MSRP Discount = 20%	
82493	LCF Right Hand Steering with Right Hand Sit Down Option	\$ 2,452.00	Factory Installed	MSRP Discount = 20%	
82831	Bi-Fold Stay Open Door EACH	\$ 475.00	Factory Installed	MSRP Discount = 20%	
82830	LH or RH Flip Up Flip Forward Door EACH	\$ 347.00	Factory Installed	MSRP Discount = 20%	
1806-1315	19" x 8" split single flat lense over convex rememotr & htd includes turn signal	\$ 1,069.00	Factory Installed	MSRP Discount = 20%	
CVX8	Convex Mirrors 8" Qty 2 - Heated (Additional to Std Convex)	\$ 225.00	Factory Installed	MSRP Discount = 20%	
2202-0083	8" Samsung Digital Dash	\$ 3,730.00	Factory Installed	MSRP Discount = 20%	
<u>CAMERA / STROBE / SAFETY / LUBE / FIRE UPGRADE OPTIONS</u>					

FSA23-VEH21.0 ITEM 83 OPTIONS ALL ROADS KENWORTH, LLC

Item 4D.

Manufacturer Order Code	Description	Bid Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
RMA 907	Back Up Alarm Upgrade Ecco RMA-907 82-107 dB(A)	\$ 495.00	Factory Installed	MSRP Discount = 20%	
2100-3278	WHELEN LED STROBE LIGHTS, (1) SIDE CAB	\$ 2,750.00	Factory Installed	MSRP Discount = 20%	
2100-3081	MAXXIMA STROBE LIGHTS, ON EXTERIOR VISOR,	\$ 925.00	Factory Installed	MSRP Discount = 20%	
2100-3148-	LED WORK LIGHTS, LH & RH REAR UPPER CAB CORNERS	\$ 525.00	Factory Installed	MSRP Discount = 20%	
2100-2874	DOME LIGHTS OVER LH & RH SEAT POSITIONS, ON-OFF SWITCH LED	\$ 2,750.00	Factory Installed	MSRP Discount = 20%	
AWLED6	(6) Amber LED Strobe Lights 2 Front, 2 Rear, & 2 Side Mount	\$ 2,750.00	Vendor Installed		Cost Plus 25%
LED2	(2) Amber / Amber White Surface Mtd LED Strobes Per Pair	\$ 925.00	Vendor Installed		Cost Plus 25%
BUC	Back Up Camera Dealer Installed	\$ 2,488.00	Vendor Installed		Cost Plus 25%
Brigade BackSense	Brigade Back Up Camera with BackSense Radar	\$ 7,813.00	Vendor Installed		Cost Plus 25%
Brigade 360	Brigade Back Up Camera with 360 System	\$ 10,438.00	Vendor Installed		Cost Plus 25%
2100-3279	CODE 3 LED STROBE LIGHTS, (1) INBOARD HEADLIGHT, (1) SIDE CAB	\$ 525.00	Vendor Installed		Cost Plus 25%
DAFO	DAFO Fire Supression System	\$ 8,725.00	Vendor Installed		Cost Plus 25%
LUBECORE	Automatic Lube System for Refuse Bodies	\$ 9,688.00	Vendor Installed		Cost Plus 25%
Telma	Telma driveline retarder, axial mount, includes 4 batteries (Includes shipping chassis)	\$ 24,500.00	Vendor Installed		Cost plus 35%
	<u>Factory Mounted CNG Tank Package Pricing</u>				
1003-1000	60 DGE AGILITY BOC (BACK OF CAB) 5 TANK, BLACK FRONT BUMPER FILL, CNG FUEL CAP FMM DOOR START INHIBIT	\$ 41,858.00	Factory Installed	MSRP Discount = 20%	
1003-1002	75 DGE AGILITY BOC (BACK OF CAB) 5 TANK, BLACK FRONT BUMPER FILL, CNG FUEL CAP FMM DOOR START INHIBIT	\$ 47,866.00	Factory Installed	MSRP Discount = 20%	
1003-1003	75 DGE AGILITY BOC (BACK OF CAB) 5 TANK, WHITE, FRONT BUMPER FILL, CNG FUEL CAP FMM DOOR START INHIBIT	\$ 44,602.00	Factory Installed	MSRP Discount = 20%	
1003-1010	80 DGE AGILITY BOC (BACK OF CAB) LOW PROFILE, 3 TANK, BLACK FRONT BUMPER FILL, CNG FUEL CAP FMM DOOR START INHIBIT	\$ 46,077.00	Factory Installed	MSRP Discount = 20%	
1003-1029	45 DGE AGILITY LH SIDE MOUNT W/FMM FRONT BUMPER FILL, CNG FUEL CAP FMM DOOR START INHIBIT	\$ 30,730.00	Factory Installed	MSRP Discount = 20%	
1003-1031	60 DGE,AGILITY LHS, FMM, BLUE IQ FRONT BUMPER FILL, CNG FUEL CAP FMM DOOR START INHIBIT	\$ 38,754.00	Factory Installed	MSRP Discount = 20%	
1003-1019	70 DGE Saddle Mount (frame rail mount) CNG fuel tank system in cabinet includes FRONT BUMPER FILL, CNG FUEL CAP FMM DOOR START INHIBIT	\$ 39,200.00	Factory Installed	MSRP Discount = 20%	

Manufacturer Order Code	Description	Bid Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
<u>CNG Tank Packages Pricing includes Mounting, Shipping</u>					
<u>Agility</u>					
CNG AG30DGERM	Agility CNG Tank 30 DGE Single 30 Rail Mounted	\$ 31,968.00	Vendor Installed		Cost Plus 20%
CNG AG50DGEBOC	Agility CNG Tanks 50 DGE Back Of Cab	\$ 45,648.00	Vendor Installed		Cost Plus 20%
CNG AG60DGERM	Agility CNG Tanks 60 DGE Dual 30 Rail Mounted	\$ 49,179.60	Vendor Installed		Cost Plus 20%
CNG AG60DGEBOC	Agility CNG Tanks 60 DGE Back Of Cab	\$ 45,648.00	Vendor Installed		Cost Plus 20%
CNG AG80DGEBOC	Agility CNG Tanks 80 DGE Back Of Cab	\$ 50,092.80	Vendor Installed		Cost Plus 20%
CNG AG90DGERM	Agility CNG Tanks 90 DGE Dual 45 Rail Mounted	\$ 53,805.60	Vendor Installed		Cost Plus 20%
CNG AG106DGERM	Agility CNG Tanks 106 DGE Back Of Cab	\$ 60,075.60	Vendor Installed		Cost Plus 20%
CNG AG120DGERM	Agility CNG Tanks 120 DGE Dual 60 Rail Mounted	\$ 66,832.80	Vendor Installed		Cost Plus 20%
CNG AGFBF	Front Bumper Fill Port (Either Side)	\$ 2,252.00	Vendor Installed		Cost Plus 20%
CNG AGDFH	35' De-Fueling Hose (Each)	\$ 1,270.00	Vendor Installed		Cost Plus 20%
<u>Cummins Clean Power / Momentum</u>					
CNG MM60DGESM	Momentum CNG Tanks 60 DGE Dual 30 Rail Mounted	\$ 46,828.00	Vendor Installed		Cost Plus 20%
CNG MM80DGEBOC	Momentum CNG Tanks 80 DGE Back Of Cab	\$ 54,976.00	Vendor Installed		Cost Plus 20%
CNG MM90DGERM	Momentum CNG Tanks 90 DGE (1) 50 & (1) 40 Rail Mounted	\$ 51,037.00	Vendor Installed		Cost Plus 20%
CNG MM95DGEBOC	Momentum CNG Tanks 95 DGE Back Of Cab	\$ 58,230.00	Vendor Installed		Cost Plus 20%
CNG MM120DGERM	Momentum CNG Tanks 120 DGE Dual 60 Rail Mounted	\$ 58,558.00	Vendor Installed		Cost Plus 20%
CNG MM135DGEBOC	Momentum CNG Tanks 135 DGE Back Of Cab	\$ 59,823.00	Vendor Installed		Cost Plus 20%
CNG MM175DGEBOC	Momentum CNG Tanks 175 DGE Back Of Cab	\$ 73,692.00	Vendor Installed		Cost Plus 20%
<u>Body Provided CNG Tanks - Priced With Body at time of Quote</u>					
CNG Body Tanks	Body Builder Provided CNG Tanks up to 90 DGE	\$ 72,500.00	Vendor Installed		Cost Plus 20%
CNG NW BM	New Way Body Mounted CNG Tanks 75DGE	\$ 66,500.00	Vendor Installed		Cost Plus 20%
CNG HEIL	HEIL Mounted CNG Tanks 60DGE Tailgate, Roof, Transverse, Front Body, Etc	\$ 67,313.00	Vendor Installed		Cost Plus 20%
<i>Additional Capacity = \$9375.00 Per 15 DGE</i>					
<u>REFUSE BODY OPTIONS</u>					
CSR5	Custom Specified Refuse Bodies Quoted at Current Cost + 15% (Includes FSA Fees)		Vendor Installed		Cost Plus 15%
<u>Automated Side Loaders</u>					
Heil DP Python	Heil Automated Side Loader DP Python (28yd)	\$ 190,535.00	Vendor Installed		Cost Plus 7%
Heil DP RR	Heil Automated Side Loader DP Rapid Rail (28yd)	\$ 201,110.00	Vendor Installed		Cost Plus 7%
NewWay SW	New Way Sidewinder Automated Side Loader (31yd)	\$ 185,063.00	Vendor Installed		Cost Plus 7%
NWMSW	New Way Sidewinder Severe Duty / MDSW Package (Contact Dealer for Details)	\$ 35,064.00	Vendor Installed		Cost Plus 7%
Labrie AM	Labrie Automizer Automated Side Loader (31 yd)	\$ 204,370.00	Vendor Installed		Cost Plus 7%
LMDSW	Labrie Automizer / MDSW Upgrade Package (Contact Dealer for Details)	\$ 34,990.00	Vendor Installed		Cost Plus 7%
Labrie EHH	Labrie Expert Helping Hand Automated Side Loader (37 yd)	\$ 220,420.00	Vendor Installed		Cost Plus 7%
Load Eclipse	Loadmaster Eclipse 31 cu. yd. Automated Side Loader	\$ 187,809.00	Vendor Installed		Cost Plus 7%
CurbT PP	Curbtender PowerPak 31 cu. yd. Automated Side Loader	\$ 182,105.00	Vendor Installed		Cost Plus 7%
Amrep AMHASL	Amrep Hardox Automated Side Loader Full Push Out AMHASLTPO-19	\$ 169,006.00	Vendor Installed		Cost Plus 7%
Amrep AMSL36	Amrep Hardox Manual Side Loader Full Push Out	\$ 141,812.00	Vendor Installed		Cost Plus 7%
EZP Ranger	EZ-Pack Ranger 31 YD Automated Side Loader	\$ 173,357.00	Vendor Installed		Cost Plus 7%

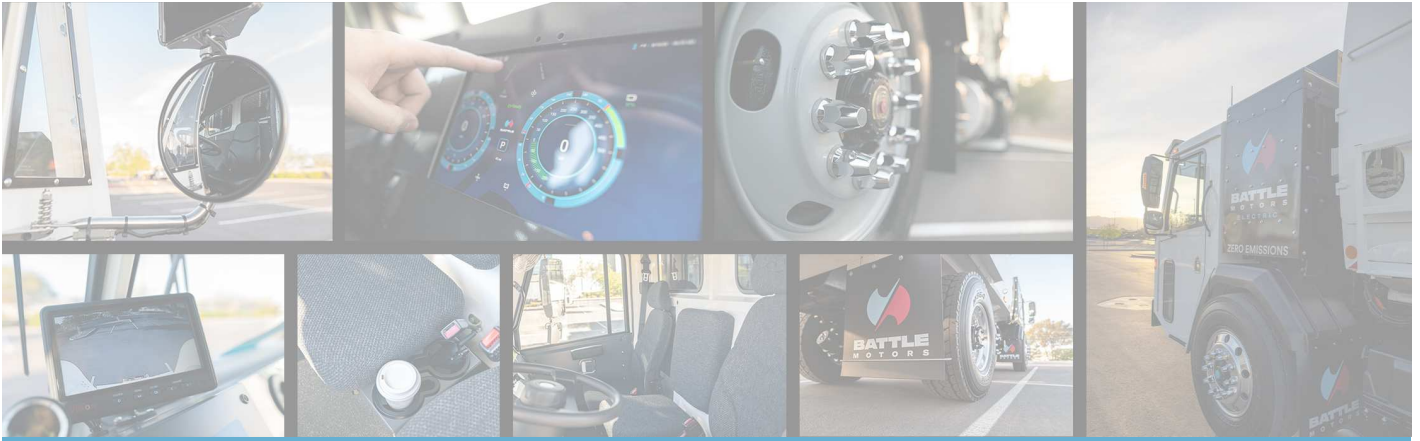
Manufacturer Order Code	Description	Bid Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
<u>Rear Load Refuse Bodies</u>					
Heil DP5	Heil DP5000 Rear Loader 25 Cu Yd	\$ 135,007.00	Vendor Installed		Cost Plus 9%
Heil PT	Heil PT Commercial Rear Loader 25 Cu Yd	\$ 140,021.00	Vendor Installed		Cost Plus 9%
Bayne	Bayne (or equivalent) Cart Tipper each	\$ 9,375.00	Vendor Installed		Cost Plus 25%
LOAD Excel	Loadmaster Excel S 31 cu yd high compaction Rearloader	\$ 110,445.00	Vendor Installed		Cost Plus 7%
LOAD EVM	Loadmaster Enviromaster DT - 25 cu yd 60/40 Split-Body Rearloader	\$ 181,673.00	Vendor Installed		Cost Plus 7%
NewWay KC	New Way King Cobra 25RL Rear Loader Refuse Body	\$ 118,249.00	Vendor Installed		Cost Plus 11%
EZ Pack Apollo	EZ-Pack Apollo Rear Loader 25 YD	\$ 104,928.00	Vendor Installed		Cost Plus 11%
EZ Pack G300	EZ-Pack Goliath G300 Rear Loader 31 YD	\$ 111,211.00	Vendor Installed		Cost Plus 11%
EZ Pack G400	EZ-Pack Goliath G400 Rear Loader 25 YD	\$ 124,869.00	Vendor Installed		Cost Plus 11%
AMREP REL	Amrep Hardox Rear Loader Full Push Out AMHRLTPO-25YD	\$ 125,341.00	Vendor Installed		Cost Plus 10%
Leach ZR3-III	Leach ZR3-III Rear-Load 25 YD	\$ 148,200.00	Vendor Installed		Cost Plus 9%
<u>Front Load Refuse Bodies</u>					
HEIL FEL	Heil Half/Pack 40 cu. yd. Front Loader	\$ 180,111.00	Vendor Installed		Cost Plus 8%
HEIL FEL LR	HEIL Half/Pack Low Rider 40 cu. yd. Front Loader - designed for residential carry can	\$ 230,318.00	Vendor Installed		Cost Plus 6%
HEIL Curotto	HEIL Curotto Can Assembly	\$ 46,200.00	Vendor Installed		Cost Plus 10%
EZ Pack Herc	EZ-Pack Hercules 40 YD Commercial Front Loader	\$ 159,978.00	Vendor Installed		Cost Plus 8%
New Way Mammoth	New Way Mammoth 40YD Front Loader Refuse Body	\$ 153,741.00	Vendor Installed		Cost Plus 9%
AMREP FEL	Amrep Hardox 40yd Front End Loader Refuse Body	\$ 170,345.00	Vendor Installed		Cost Plus 7%
Titan40	Titan 40 CY Front Loader Refuse Body	\$ 180,882.00	Vendor Installed		Cost Plus 8%
Wittke	Wittke Super Duty 40yd Front End Loader Refuse Body	\$ 184,680.00	Vendor Installed		Cost Plus 7%
<u>Roll Offs</u>					
Galbreath U5-OR-174	Galbreath U5 – OR – 174 RollOff Hoist w/ tarper	\$ 79,692.00	Vendor Installed		Cost Plus 16%
Galbreath AF-OR-174	Galbreath AF – OR – 174 RollOff Hoist w/ tarper	\$ 82,800.00	Vendor Installed		Cost Plus 15%
Stellar 65-174	Stellar 65-174 65,000 lbs RollOff Hoist w/ tarper	\$ 110,096.00	Vendor Installed		Cost Plus 12%
Galfab OR 60	Galfab OR 60 60,000 lbs RollOff Hoist w/ tarper	\$ 75,325.00	Vendor Installed		Cost Plus 15%

FSA23-VEH21.0 ITEM 83 OPTIONS ALL ROADS KENWORTH, LLC

Item 4D.

Manufacturer Order Code	Description	Bid Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	Grapple Loaders				
PetersenAL-1	Petersen AL-1 Atlas Grapple w/ 50 C.Y. HardOx Body Inc Strobes,Lights & BU Cam	\$ 170,672.00	Vendor Installed		Cost Plus 7%
ATLAS DWT	Petersen AL-1 Atlas Dual Walk through 24' 40CY HDX Body Quadsticks Strobes,Lights	\$ 173,818.00	Vendor Installed		Cost Plus 7%
Route Assistant 2240	Petersen TR3 Route Assistant Dual Walk through 22' 40CY HDX Body Quadsticks	\$ 169,533.00	Vendor Installed		Cost Plus 7%
PalfingerM100L72	Palfinger M100L72 Dual Walk Thru Hydraulic Loader 27 CY Dump Body/ Single Door	\$ 150,925.00	Vendor Installed		Cost Plus 7%
	Standard Warranty				
306A-001	WARRANTY, CHASSIS, STANDARD 1 YEAR COVERAGE	INC	Factory Installed	Non Discountable - Cost	
306A-0041	WARRANTY, CUMMINS STANDARD, 2 YEAR	INC	Factory Installed	Non Discountable - Cost	
306A-0041 AT	WARRANTY, CUMMINS STANDARD, 2 YEAR AFTERTREATMENT	INC	Factory Installed	Non Discountable - Cost	
306A-0014	WARRANTY, ALLISION, 3 YR EDGE II PARTNER STANDARD	INC	Factory Installed	Non Discountable - Cost	
	Extended Warranty Options				
	ALL EXTENDED WARRANTY PRICES ARE AT COST FROM THE MANUFACTURER		Factory Installed	PRICED AT COST	PRICED AT COST
	CHASSIS EXTENDED COVERAGE				
306A-002	WARRANTY, CHASSIS, 1 YEAR EXT, 2 YEAR COVERAGE, EPA	\$ 1,133.00	Factory Installed	Non Discountable - Cost	
306A-0003	WARRANTY, CHASSIS, 2 YEAR EXT, 3 YEAR COVERAGE, EPA	\$ 1,687.00	Factory Installed	Non Discountable - Cost	
306A-0004	WARRANTY, CHASSIS, 3 YEAR EXT, 4 YEAR COVERAGE, EPA	\$ 2,060.00	Factory Installed	Non Discountable - Cost	
306A-0005	WARRANTY, CHASSIS, 4 YEAR EXT, 5 YEAR COVERAGE, EPA	\$ 2,337.00	Factory Installed	Non Discountable - Cost	
	CUMMINS EXTENDED COVERAGE				
306A-0101	WARRANTY, CUMMINS X12 W/ TOWING, 3 YR, 300,000 MI, PLAN 1, EPA/NON-CARB	\$ 2,060.00	Factory Installed	Non Discountable - Cost	
306A-0135	WARRANTY, CUMMINS X12 AFTERTREATMENT, 3 YR, 300,000 MI	\$ 607.00	Factory Installed	Non Discountable - Cost	
306A-0105	WARRANTY, CUMMINS X12 W/ TOWING, 4 YR, 400,000 MI, PLAN 1, EPA/NON-CARB	\$ 3,327.00	Factory Installed	Non Discountable - Cost	
306A-0139	WARRANTY, CUMMINS X12 AFTERTREATMENT, 4 YR, 400,000 MI	\$ 1,340.00	Factory Installed	Non Discountable - Cost	
306A-0042	WARRANTY, CUMMINS L9 W/TOWING, 3 YR, 100,000 MI, PLAN 1, EPA/NON-CARB	\$ 933.00	Factory Installed	Non Discountable - Cost	
306A-0062	WARRANTY, CUMMINS L9 AFTERTREATMENT, 3 YR, 100,000 MI,	\$ 427.00	Factory Installed	Non Discountable - Cost	
306A-0044	WARRANTY, CUMMINS L9 W/TOWING, 4 YR, 150,000 MI, PLAN 1, EPA/NON-CARB	\$ 2,133.00	Factory Installed	Non Discountable - Cost	
306A-0064	WARRANTY, CUMMINS L9 AFTERTREATMENT, 4 YR, 150,000 MI,	\$ 773.00	Factory Installed	Non Discountable - Cost	
306A-0046	WARRANTY, CUMMINS L9 W/TOWING, 5 YR, 100,000 MI, PLAN 1, EPA/NON-CARB	\$ 2,067.00	Factory Installed	Non Discountable - Cost	
306A-0066	WARRANTY, CUMMINS L9 AFTERTREATMENT, 5 YR, 100,000 MI,	\$ 773.00	Factory Installed	Non Discountable - Cost	
306A-0048	WARRANTY, CUMMINS L9 W/TOWING, 5 YR, 200,000 MI, PLAN 1, EPA/NON-CARB	\$ 3,733.00	Vendor Installed	Non Discountable - Cost	
306A-0068	WARRANTY, CUMMINS L9 AFTERTREATMENT, 5 YR, 200,000 MI,	\$ 1,260.00	Vendor Installed	Non Discountable - Cost	
	ALLISION EXTENDED COVERAGE				
306A-0014	WARRANTY, ALLISION, 3000RDS, 2 YR EXT, 5 YR COVERAGE	\$ 1,300.00	Vendor Installed	Non Discountable - Cost	
306A-0020	WARRANTY, ALLISION, 4500RDS, 2 YR EXT, 5 YR COVERAGE	\$ 1,457.00	Vendor Installed	Non Discountable - Cost	
	DANA AXLE EXTENDED COVERAGE				
306A-0030	WARRANTY, DANA, D-170 SERIES, 2 YR EXT, 5 YR COVERAGE	\$ 1,000.00	Vendor Installed	Non Discountable - Cost	

Manufacturer Order Code	Description	Bid Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	DISCOUNTS / NON SCHEDULED OPTIONS / SURCHARGES				
CPPD	Prepayment Discount Available If Chassis is Paid for when delivered to Body Company	Consult Dealer			
Discount 2.10	Dealer Discretionary Discount - Determined By Dealer as Appropriate - When Available				
MSRP20	20% Discount Off Current MSRP For Unspecified Factory Options Including Fees	20%			
NSO25	Non Scheduled Unpublished Options/Bodies Available at Cost + 25% Max	25%			
2025YMES	2025 Year Model or Emissions Surcharge - From Manufacturer - Pass through at cost				
Surcharge 3.06	Surcharges - Charged by Manufacturer - As Provided for in Terms & Conditions 3.06				
Delivery	Delivery Charge - applies to out of Local FSA Zone Deliveries - if required	.			
	<u>TAGS</u>				
TEMP TAG	Temporary Tag	INC			
TRANSFER	Transfer tag	INC			
NEWTAG	New tag: state / city / county	At Cost			



ALL ROADS KEWORTH LLC, LET2-46 ASL NEW WAY 11102022 PROPOSAL



BATTLE
M O T O R S

Date

08/01/2023

Quote Information

202211101258-8521

9000-0435T

1002449-1002458

2024 Sales LET2

Qty: 1

Prepared For

TBD - Stock

Prepared By

Mike Crawford

mike.crawford@allroadstrucks.com

All Roads Kenworth

Shipping Destination: Booneville, MS (New Way)



MODEL		DESCRIPTION	PRICE
9999-CUSTOM-140230	SOURCEWELL	NON-SOURCEWELL	STANDARD
9999-CUSTOM-139414	FUEL TYPE	DIESEL	STANDARD
9999-CUSTOM-83063	BODY APPLICATION	OBS - NEW WAY ASL, SIDEWINDER 31 CY	STANDARD
9999-CUSTOM-142671	SURFACE	OPERATES IN LANDFILL	STANDARD
9999-CUSTOM-83335	PRODUCT AVAILABILITY	ORDER MAJOR COMPONENTS - LEAD TIME / AVAILABILITY	STANDARD
9999-CUSTOM-83099	CARB/EPA	EPA / NON-CARB	STANDARD
9999-CUSTOM-83038	FRAME - WHEELBASE	218 WHEELBASE	STANDARD
9999-CUSTOM-83057	FRAME SILLS	DOUBLE SILLS	\$1,771
9999-CUSTOM-142332	FRAME SILL LENGTH	30' FRAME SILLS	STANDARD
9999-CUSTOM-82526	CAB STYLE	LET2 STANDARD CAB WITH EXTERIOR SUNVISOR	STANDARD
9999-CUSTOM-82531	CAB / DOORS	LET2 STANDARD CAB, W/VISOR, LH ELECTRIC ROLL-UP / RH ELECTRIC ROLL-UP DOORS	STANDARD
9999-CUSTOM-82490	DRIVE TYPE	DUAL DRIVE, RH SIT-DOWN	STANDARD
9999-CUSTOM-83079	ENGINE MODEL	CUMMINS L9, LET2	STANDARD
9999-CUSTOM-83085	TRANSMISSION MODEL	ALLISON 4500RDS, LET2	STANDARD
1000-3227	ENGINE	CUMMINS 2022 L9, 350 HP, A/C, 4500RDS TRANSMISSION, W/O ENGINE BRAKE, LET2	STANDARD
1007-1147	TRANSMISSION	TRANSMISSION ALLISON 4500RDS, L9, TC-521, NON-RETARDER	STANDARD
9999-CUSTOM-83065	REAR SUSPENSION MODEL	HMX-460 - HENDRICKSON HAULMAAX, 46,000 LBS RATED	STANDARD
9999-CUSTOM-83049	REAR DRIVE AXLE MODEL	D46-170 - REAR DRIVE AXLE	STANDARD
1200A-0202	REAR DRIVE AXLE	REAR AXLE, D46-170HP, 16.5 X 8.62, 5.57, STD DIFF, BAR PIN	\$8,601
1201-1519	REAR SUSPENSION	REAR SUSPENSION, D46-170HP, HMX-460, 1.5/11, DBL SILLS	\$3,184
1500-5041	FRAME	FRAME ASSEMBLY, 218 WB, 30' DBL SILL, HMX , STANDARD , LET2	-\$546

CHASSIS		DESCRIPTION	PRICE
9999-CUSTOM-142363	ENGINE PTO ADAPTER	1350/1410 FEPTO ADAPTER	STANDARD
2000-4813	DECALS - CHASSIS EXTERIOR	DECALS, EXTERIOR, DIESEL,TRANSYND	STANDARD
2003-0614	HVAC - CHASSIS	HVAC, LET2 STD CAB, L9/L9N, AURORA NON-BLENDING	STANDARD
2201-0119	WINDSHIELD WIPERS - CHASSIS	WINDSHIELD WIPERS, DUAL DRIVE	STANDARD
1010-1222	AIR CLEANER	AIR CLEANER, CUMMINS L9, CUMMINS OPTI-AIR, LET2	STANDARD
2103-0293	ELECTRICAL, ENGINE	ELECTRICAL, ENGINE, CUMMINS L9, 500K BAUD	STANDARD
1006-1125	ENGINE MOUNTING	ENGINE MOUNTING, CUMMINS L9/L9N, DOUBLE SILLS, 4500RDS	\$1,064
2200-1827	GAUGE - ENGINE OIL TEMP GAUGE	GAUGE, SINGLE, ENGINE OIL TEMPERATURE, L9/L9N	\$57
1802-0076	CAB MOUNTING	CAB MOUNTING - LET2 STANDARD CAB	STANDARD
1502-0580	FRAME - FRONT EXTENSION	FRONT FRAME EXTENSION, WIDE FLANGE FLAT BUMPER	STANDARD
1503-2963	OVER ENGINE CROSSMEMBER	OVER ENGINE CROSSMEMBER, OFFSET RH SIDE RADIATOR, LET2	STANDARD
2100-3347	ELECTRICAL, BASE, CHASSIS	ELECTRICAL, BASE, CHASSIS, 500K BUAD, DIESEL/CNG	STANDARD
1908-0090	AIR PIPING, REAR AXLE	AIR PIPING, HMX REAR SUSPENSION, 6S/6M	\$550
1204-0227	REAR BUMP BLOCKS	REAR BUMP BLOCK, CAST BOLT ON, HMX	\$183
1402-0629	POWER STEERING RESERVOIR	POWER STEERING RESERVOIR, 4 QT, 2021 L9/L9N, TRW PUMP, LET2	STANDARD
1401-0331	STEERING COLUMN CHASSIS (LH)	STEERING COLUMN, CHASSIS - LET2, LHD, TILT, W/CRUISE, 18" WHEEL	STANDARD
1401-0333	STEERING COLUMN CHASSIS (RH)	STEERING COLUMN, CHASSIS - LET2, RHD, TILT, W/CRUISE, 18" WHEEL	STANDARD
1400-0715	STEERING GEAR	STEERING GEAR, XD-120, RH/DUAL DRIVE, STANDARD CAB, LET2	\$547
2501-1525	TRANSMISSION OIL PIPING	TRANSMISSION PIPING-L9/L9N/X12, 3000RDS/4000RDS	STANDARD
9999-CUSTOM-140304	FRAME MODIF, CENTER BEARING DRILLING	NO OPTION, CENTER BEARING DRILLING	STANDARD



OPTIONS, CHASSIS		DESCRIPTION	PRICE
1100A-0059	FRONT STEER AXLE	FRONT STEER AXLE, D2000F, STD TRK, 24" CMBR, >190" WB, 16.5 X 7 ES1100 BRAKES	\$480
1101-0638	FRONT SUSPENSION	FRONT SUSPENSION, D2000F, (4) TAPER LEAF, STD SHOCKS	STANDARD
2000-4734	LUBE, REAR DRIVE AXLE	LUBE, REAR AXLE, STANDARD, D46-170P AXLE 85W-140	\$147
1003A-0050	DEF TANK	DEF TANK, MTD LH BEHIND FENDER, LH 32/38, B6.7/L9	\$337
1003-0971	FUEL TANK	DIESEL FUEL TANK, SINGLE 80 GAL ROUND, ALUMINUM, W/O DRAIN	-\$766
2503-0841	FUEL PIPING / FILTER	FUEL PIPING, L9, F.T. LH 80/104, DEF TANK LH, LET2	-\$7
2101-0645	BATTERY BOX	BATTERY BOX, (3) 950 CCA BATTERIES, W/ DISCONNECT SWITCH, PLASTIC COVER	\$509
1503-2281	BATTERY BOX SPACERS	BATTERY BOX SPACERS, LOWERS 8.5" BELOW TOP OF FRAME	STANDARD
2100-2518	ELECTRICAL, BATTERY DCS INDICATOR LIGHT	BATTERY DISC SWITCH, 1" AMBER INDICATOR (PILOT LIGHT) AT BATTERY BOX	\$49
2000-4842	ELECTRICAL, BATTERY CABLES	BATTERY/ALT CABLES, L9/L9N/ISX12N, BATT BOX LH 50/62, DISC SWITCH	\$1,264
2100-2983	ELECTRICAL, POWER FEED HARNESS	ELECTRICAL, POWER FEED, L9/X12, LH UP TO STA. 50	\$145
1010A-0052	AIR CLEANER STACK	AIR CLEANER STACK, W/O PRECLNR, LET2	STANDARD
1004A-0054	EXHAUST STACK	FLARED ELBOW EXHAUST STACK, CHROME PLATED, 36" LONG	\$400
2100-3361	ENGINE, ALTERNATOR	ALTERNATOR, DELCO 55 SI, 12V, 430 AMP, L9/L9N/ISX12N	STANDARD
2500-0126	ENGINE COOLING, OPTIONS	REMOTE COOLANT FILL, RH FENDER MOUNTED	\$521
2000-4701	ENGINE, DIPSTICK/OIL FILL	ENGINE DIPSTICK MTG ONLY, L9/L9N	STANDARD
162X-0494	ENGINE PROGRAMMING PARAMETERS	ENGINE PRGM-B6.7/L9, A/C, NO IDLE SHUTDOWN, 1450 RPM TA, 65 MPH	STANDARD
2502-0800	AIR DRYER	AIR DRYER, BENDIX, AD-IP, LH INSIDE SILL FRONT	\$30
1910-0464	AIR PIPING, AIR DRYER	AIR DRYER PIPING - AD9EP/AD-IP, LH STA. 80 INSIDE SILL / FRONT	\$6

OPTIONS, CHASSIS		DESCRIPTION	PRICE
2502-0827-CAB	AUTO NEUTRAL	PARK BRAKE AUTO NEUTRAL	\$271
2100-3338	ELECTRICAL, TCM	TCM-ALLISON, 4500RDS, DUAL DRIVE, TC521, 6 SPD, 145 AG, L9	-\$1
1502-0629	FRONT BUMPER	FRONT BUMPER, WIDE FLANGE FLAT BUMPER	STANDARD
1801-0591	FENDERS, FRONT	FENDER, FRONT - BLACK PLASTIC, LET2	STANDARD
2003-0574	ENGINE, BLOCK HEATER	ENGINE BLOCK HEATER, L9/L9N, 120V IND LT, 1000W, FLAT BUMPER	\$378
1600-4855	PROPSHAFT	PROPSHAFT, 218" WB, L9/L9N, 4500RDS, D-170/190	\$711
1503-2859	AIR PIPING, FRAME SUPPORTS	FRAME AIR PIPING SUPPORTS, >190" WB, TANDEM AXLE, DOUBLE SILLS	\$55
1906-0776	AIR PIPING, FRAME	FRAME AIR PPG - (3) STEEL AIR TANKS, LET2, W/ CENTRALIZED DRAINS	STANDARD
1904-0071	AIR PIPING, OPTIONAL AUTOMATIC DRAIN VALVES	BENDIX NON-HEATD DV-2 AUTOMATIC DRAIN VALVE @ (3) AIR TANKS	\$229
1906-0434	AIR PIPING, OPTIONAL CHARGE VALVE	SCHRADER CHARGE VALVE @ AIR DRYER	\$61
9999-CUSTOM-142071	AIR SUSPENION OVERRIDE	NO OPTION - AIR SUSP DUMP VALVE, CHASSIS	STANDARD
2000-4582	AIR HORN, CHASSIS	AIR HORN, DUAL TONE, UNDER CAB	\$791
2000-2215	BACK-UP ALARM	BACK-UP ALARM, ECCO 575, 107DB	STANDARD
9999-CUSTOM-139179	RETAINER CABLES	NO OPTION-RETAINER CABLES	STANDARD
2-515-4787-0139	TIRES/WHEELS - FRONT STEER AXLE	COOPER SEVERE SERIES MSA, 315/80R22.5, 20/L, ACCURIDE, ALUMINUM, XTRA POLISH FINISH, 2.14" INSET	\$389
8-515-4787-0140	TIRES/WHEELS - DRIVE AXLE	COOPER SEVERE SERIES MSA, 315/80R22.5, 20/L, ACCURIDE, ALUMINUM, XTRA POLISH FINISH, 7.00" OUTSET	\$5,986
2501-1541	OIL PIPING, CAB TILT	CAB TILT, LET2, ELEC PUMP, ELEC. FAN, NO PLOW	STANDARD
1005-1883	ENGINE COOLING	RADIATOR; CUMMINS 2021 L9, OFFSET RADIATOR LET2	STANDARD
1004-2077	EXHAUST	EXHAUST, 2021 CUMMINS L9, 260-350 HP, LET2 OFFSET RAD.	STANDARD
9999-CUSTOM-140340	TRAILER BRAKES	NO OPTION - TRACTOR PROTECTION VALVE	STANDARD

**KW OF SF STOCK UNITS LET2-46 ASL NEW WAY 11102022
PROPOSAL**

OPTIONS, CAB		DESCRIPTION	PRICE
1803-0087-CAB	CAB - DOOR (LH)	STANDARD DOOR, LH, ELECTRIC ROLL UP	STANDARD
1804-0086-CAB	CAB - DOOR (RH)	STANDARD DOOR, RH, ELECTRIC ROLL UP	STANDARD
1806-1332-CAB	CAB - MIRROR (LH)	WEST COAST MIRROR, LH STANDARD DOOR, 16 X 7 HEATED	\$81
1808-0120-CAB	CAB - MIRROR (RH)	WEST COAST MIRROR, RH STANDARD DOOR, 16 X 7 HEATED	\$39
1806-1294-CAB	CAB - MIRROR, SPOT	MIRROR, SPOT - (2) LH / (2) RH, TOP & BOTTOM MIRROR ARMS, 8" ROUND, SS, HEATED	\$454
1401-0331-CAB	STEERING COLUMN CAB (LH)	STRG COLUMN ASSY - LET2, LHD,TILT, W/CRUISE, 18" WHEEL	STANDARD
1401-0333-CAB	STEERING COLUMN CAB (RH)	STEERING COLUMN, CAB - LET2, RHD, TILT, W/CRUISE, 18" WHEEL	\$1,455
9999-CUSTOM-82609	RADIO OPTION - AM/FM/BLUETOOTH/HANDS FREE	RADIO - MOUNTED ON LH SIDE CAB, AM/FM/MP3/USB/BLUETOOTH/HANDS FREE	STANDARD
2003-0614-CAB	HVAC - CAB	HVAC, LET2 STD CAB, L9/L9N, AURORA NON-BLENDING	STANDARD
2003-0369-CAB	CAB - DEFROST FANS	CAB DEFROST FANS, 2-SPD, DUAL FANS, LH & RH OVERHEAD CONSOLE	STANDARD
2100-3405-CAB	CAB, ELECTRICAL - IGNITION	CAB, IGNITION (6) KEYS D250, STD/BI-FOLD DOOR C250	\$15
2202-0050-CAB	CAB - DASH/INSTRUMENTATION	ANALOG GAUGES, DUAL DRIVE, RH FULL, DIESEL, MPH, LET2	\$2,040
2200-1827-CAB	CAB - GAUGES - ENGINE OIL TEMPERATURE	GAUGE, SINGLE, ENGINE OIL TEMPERATURE, L9/L9N	\$120
2200-1812-CAB	CAB - GAUGES - MISC OPTIONS	GAUGE, FILTERMINDER, DASH MOUNTED	\$64
2100-3081-CAB	CAB - LIGHTING OPTIONS	MAXXIMA STROBE LIGHTS, ON EXTERIOR VISOR, LET2	\$433
1907-0458-CAB	CAB - AIR PIPING	CAB AIR PIPING, DUAL DRIVE, RH SIT-DOWN SEATING, RH FOOTREST, LET2/LET2CC	STANDARD
2000-4298-CAB	CAB - FIRE EXTINGUISHER	FIRE EXTINGUISHER, 10#, ABC, SHIP LOOSE	\$273
2000-4119-CAB	CAB - FIRST AID KIT	MISC ASSY-FIRST AID KIT,ZEE #42,SHIP LOOSE	\$114
2000-1632-CAB	CAB - TRIANGLE KIT	TRIANGLE KIT-WARNING, SHIP LOOSE	\$61
1810-0061-CAB	CAB GRILLE	BATTLE GRILLE, SMOOTH FLAT BLACK	STANDARD



OPTIONS, CAB SEATS		DESCRIPTION	PRICE
9999-CUSTOM-82616	CAB - SEAT MATERIAL	SEAT - ASPHALT CLOTH	STANDARD
2001-0488-CAB	CAB - SEATS (LH)	SEAT AIR RIDE, SEARS C2, ASPHALT CLOTH, LH, LET2	-\$25
2011-0267-CAB	CAB - SEATS (RH)	SEAT AIR RIDE, SEARS C2, ASPHALT CLOTH, RH, LET2	\$157
2000-4771-CAB	CAB - SEAT BELTS (LH)	SEAT BELT, BLACK, LH SIDE, AIR RIDE SEAT, LET2	\$14
2000-4856-CAB	CAB - SEAT BELTS (RH)	SEAT BELT, BLACK, RH SIDE, AIR RIDE SEAT, LET2	\$14

CAB	DESCRIPTION	PRICE
1800-1894-CAB	CAB MODEL CAB ASSY, GREEN GLASS, NO ROOF VENTS, W/VISOR, LET2	STANDARD
1809-0175-CAB	CAB - OVERHEAD CONSOLE / RADIO OVERHEAD CONSOLE, DUAL DRIVE, MTD LH SIDE AM/FM/BLUETOOTH/HANDS FREE RADIO, HVAC CONTROLS, LET2	\$100
1809-0167-CAB	CAB - FLOOR GRIP TAPE FLOOR GRIP TAPE INSTALLATION, LET2	STANDARD
1001-0960-CAB	CAB - ACCELERATOR PEDAL ACCELERATOR PEDAL, CUMMINS, DUAL DRIVE	\$542
2100-3347-CAB	CAB - BASE ELECTRICAL ELECTRICAL, BASE, 500K BUAD, AUTOCRAFT HEADLIGHT	STANDARD
2000-4561-CAB	CAB - GRAB HANDLES (LH) LH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS	STANDARD
2000-4862-CAB	CAB - GRAB HANDLES (RH) RH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS	STANDARD
9999-CUSTOM-82818	CAB, ELEC - DOOR WINDOWS - SWITCH COUNT DUAL DRIVE, LH E/R, RH E/R	STANDARD
2100-3352-CAB	CAB, ELECTRICAL - DOOR WINDOWS CAB, ELECTRICAL, POWER WINDOWS, 4 SWITCHES	\$14
2000-4582-CAB	CAB - AIR HORN AIR HORN, DUAL TONE, UNDER CAB	\$50
1908-0090-CAB	CAB AIR PIPING, REAR AXLE CAB AIR PIPING, HMX REAR SUSPENSION, 6S/6M	\$32
2000-4809-CAB	DECALS - CAB INTERIOR DECALS, INTERIOR, DUAL DRIVE, DIESEL	\$21
1810-0043-CAB	CAB - MISC COMPONENTS CAB MODIF - LET2 COMPONENTS, LH/RH STEEL PANELS	STANDARD
9999-CUSTOM-		

CAB	DESCRIPTION	PRICE
142070 AIR SUSPENSION OVERRIDE	NO OPTION - AIR SUSP DUMP VALVE, CAB	STANDARD

PAINT	DESCRIPTION	PRICE
356-0322 PAINT, CAB	PAINT, CAB, STANDARD WHITE, G2-3460715-A	STANDARD
356-0323 PAINT, CHASSIS	PAINT, CHASSIS, STANDARD BLACK, G2-2B1738	STANDARD
356-0329 PAINT, BUMPER	PAINT, BUMPER - STANDARD BLACK, G2-2B1738	STANDARD

WARRANTY	DESCRIPTION	PRICE
306A-0001 WARRANTY, CHASSIS	WARRANTY, CHASSIS, STANDARD, 1 YEAR, COVERAGE	STANDARD
306A-0041 WARRANTY, ENGINE	WARRANTY, CUMMINS STANDARD, 2 YEAR	STANDARD
9999-CUSTOM-83306 WARRANTY, ENGINE MAJOR COMPONENTS	NO OPTION-WARRANTY, MAJOR COMPONENTS	STANDARD
9999-CUSTOM-83307 WARRANTY, AFTERTREATMENT	WARRANTY, CUMMINS STANDARD, 2 YEAR	STANDARD
306A-0013 WARRANTY, TRANSMISSION	WARRANTY, ALLISION, 3 YR EDGE II PARTNER STANDARD	STANDARD
306A-0022 WARRANTY, DRIVE AXLE	WARRANTY, STANDARD 2 YEAR	STANDARD

CUSTOM OPTIONS	DESCRIPTION	PRICE
9999-CUSTOM-141986 AIR PIPING, AIR DRYER (QUOTE ONLY)	NO OPTON (AVAILABLE IN UPPER SELECTION)	STANDARD

KW OF SF STOCK UNITS LET2-46 ASL NEW WAY 11102022 PROPOSAL

VEHICLE SPECIFICATION SUMMARY	UNIT	DESCRIPTION
MODEL		SALES LET2
ENGINE		CUMMINS 2022 L9, 350 HP, A/C, 4500RDS TRANSMISSION, W/O ENGINE BRAKE, LET2
PEAK POWER	HP	350
PEAK TORQUE	NM	1050 @ 1200
TRANSMISSION		TRANSMISSION ALLISON 4500RDS, L9, TC-521, NON-RETARDER



DESCRIPTION	PRICE
BASE MSRP	\$255,000
OPTIONS	\$33,537
CUSTOM REQUESTED OPTIONS	\$0
DEALER MSRP	\$288,537
DESTINATION CHARGE (BOONEVILLE, MS (NEW WAY))	\$2,598
WARRANTIES & OPTIONS	
WARRANTY, CHASSIS, STANDARD, 1 YEAR, COVERAGE	\$0
WARRANTY, ALLISION, 3 YR EDGE II PARTNER STANDARD	\$0
WARRANTY, STANDARD 2 YEAR	\$0
WARRANTY, CUMMINS STANDARD, 2 YEAR	\$0
NO OPTION-WARRANTY, MAJOR COMPONENTS	\$0
WARRANTY, CUMMINS STANDARD, 2 YEAR	\$0
NON-SOURCEWELL	\$0
SUBTOTAL	\$0

CUSTOMER

BATTLE MOTORS, INC.

DATE

DATE

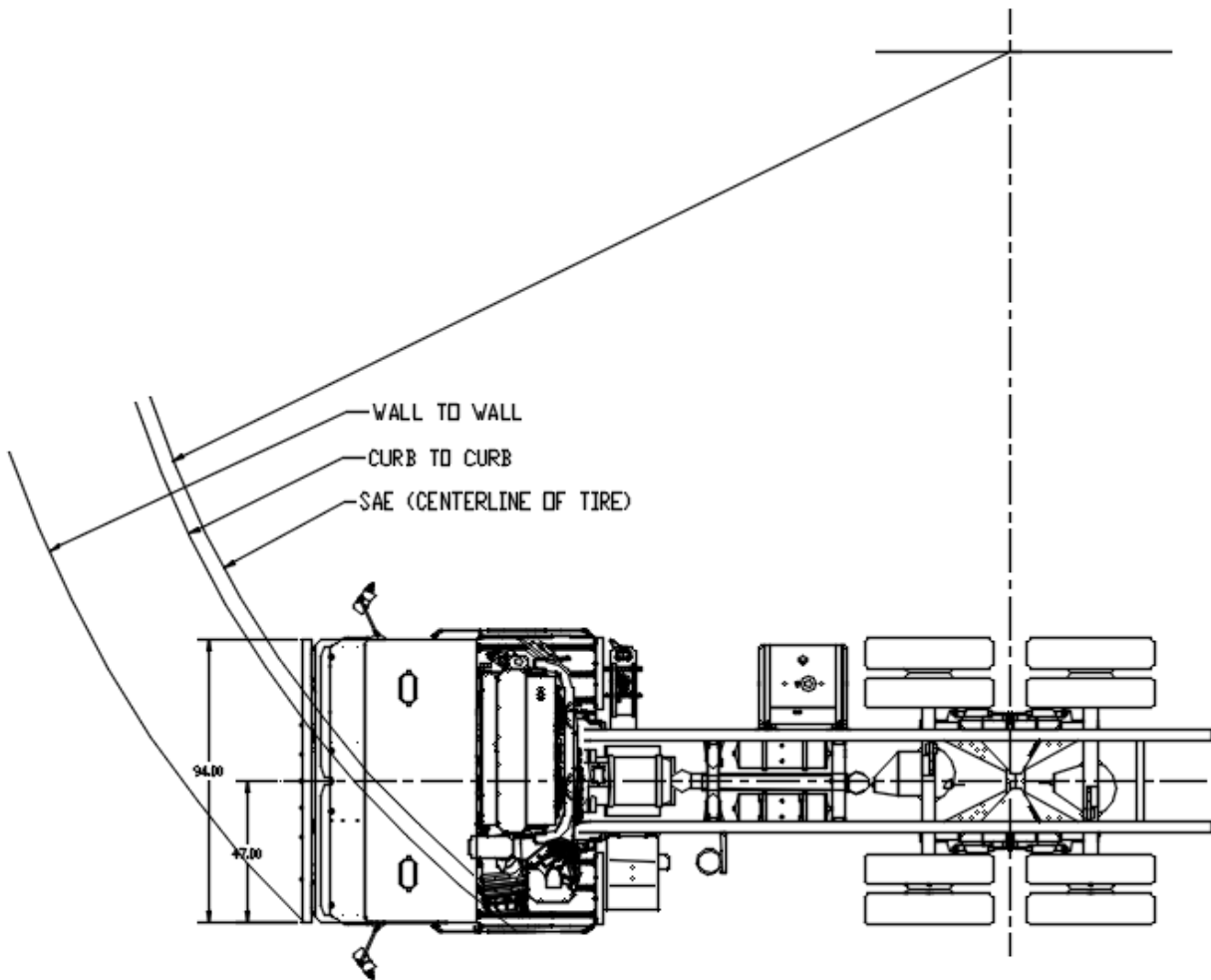
We recognize our business exists only by achieving our customer's expectations for our products and services. We operate in an environment of continual improvement, and strive to be performance driven, operating with teamwork and integrity. Thank you for your interest in partnering with Battle Motors to provide the solutions you need.

Specifications are indicative of a standard build and are subject to change without notice.

AXLE POSITION	AXLE MODEL	AXLE/SUSP RATING (LBS)	SINGLE OR DUAL	WHEEL SIZE AND RATING (SIZE / LOAD @ PRESSURE)	TIRE SIZE AND RATING** (SIZE / LOAD @ PRESSURE / SPEED)	GAWR (LOAD @ PRESSURE / SPEED)
FRONT	D2000F	20,000	S	22.5 X 9.00 / 10,000 @ 130	315/80R22.5L/20 / 10,000 @ 130 / 68	20,000 @ 130 / 68
1ST INTERMEDIATE	D46-170HP	23,000	D	22.5 X 9.00 / 10,000 @ 130	315/80R22.5L/20 / 9,090 @ 130 / 68	23,000 @ 130 / 68
2ND INTERMEDIATE						
3RD INTERMEDIATE						
LAST	R46-170H	23,000	D	22.5 X 9.00 / 10,000 @ 130	315/80R22.5L/20 / 9,090 @ 130 / 68	23,000 @ 130 / 68
DRIVETRAIN GVWR (LBS)						66,000
ENGINE APPLICATION GVWR (LBS)						66,000
TRANSMISSION APPLICATION GVWR (LBS)						80,000
TRUCK GVWR (LBS)						66,000



COMPONENT	LOCATION
AIR DRYER	LH STA. 80 INSIDE SILL / FRONT
AIR TANKS	122/140
BATTERY CABLES	LH STA. 50/62
DEF TANK	LH STA. 32/38
DIESEL FUEL TANK	LH STA. 80/104



ESTIMATED VEHICLE TURNABILITY - TURN RADIUS (FEET) (+/- 5%)

SAE - TIRE CENTERLINE TO TIRE CENTERLINE (FT)	37
CURB-TO-CURB (FT)	38
WALL-TO-WALL (FT)	40

**ESTIMATED VEHICLE WEIGHT DISTRIBUTION (LBS) - FULLY WET WITH 200#
DRIVER (+/- 5%)**

FRONT AXLE GROUND LOAD (LBS)	11,840
REAR AXLE GROUND LOAD (LBS)	6,901
TOTAL VEHICLE WEIGHT (LBS)	18,741

FRAME MEASUREMENT	VALUE	UNIT
CA/CT (CAB-TO-AXLE)	194	INCHES
AF (AFTER FRAME)	85	INCHES



LOCATION	SELECTION
BATTERY BOX	PC BLACK
BUMPER	STANDARD BLACK
CAB	STANDARD WHITE
CAB CLEAR COAT	N/A
CAB STRIPES	N/A
CAB WINDSHIELD GUARD	N/A
CHASSIS	STANDARD BLACK
FRONT WHEELS	XTRA POLISH
FUEL TANK	BRUSHED ALUMINUM
REAR WHEELS	XTRA POLISH

Tampa Crane & Body



PURCHASE AGREEMENT

QUOTE NUMBER	QUOTE DATE	VALID FOR	CHASSIS MUST ARRIVE BY /DAYS	SALESPERSON	EST. DELIVERY UPON ORDER RECEIPT	FOB POINT	TERMS
BP100623	10/6/23	30 days	TBD	Brandon Pritchett	TBD	Tampa	Upon receipt

CUSTOMER INFORMATION:

Customer: All Roads Kenworth/City of Madeira Beach Contact: Mike Crawford
 Address: 2909 S. Andrews Ave. City, State & Zip: Fort Lauderdale, FL 33316
 Phone: _____ Cell Phone: 352-427-5462 Email address: mcrawford@allroadstrucks.com

VEHICLE AND EQUIPMENT:

Body: Heil DP Python – 33 yd	Chassis:	Additional Equipment:
Front mount vane pump 3/16" hopper & body floor liner Belt grabbers with spring loaded inner arm Hopper & lift work light Integrated grabber work light Multi-function strobe lights Body side backing assist lights 3 rd Eye 4 camera system 20 lb. fire extinguisher Fender extension kit Hopper hood Grabber interlock kit Sump chutes Broom & shovel kit		

TERMS OF SALE:

1. Purchase Price	\$	<u>187,000.00</u>
2. Additional Equipment Purchase Price (each):	\$	_____
3. Total Price (each): (Line 1 plus Line 3)	\$	_____
4. Grand Total: (Quantity of 1)	\$	<u>187,000.00</u>
5. Net Amount of Trade-In (s): (Complete description below:)	\$	_____
6. Cash Price less Net Trade-In: (Line 4 minus Line 5)	\$	_____
8. Sales Tax: (Taxable amount Line 4 minue Line 5)	\$	_____
9. Federal Excise Tax: (Full amount of line 4)	x 12%= \$	_____
10. Title & Registration Fee:	\$	_____
11. Freight:	\$	<u>2,500.00</u>
Delivery Notes: _____		
12. Extras: (warranty, etc.)	\$	_____
Extras Description: _____		
13. Total Amount Due from customer:	\$	<u>189,500.00</u>

Trade_in information

	Year	Make	Model	Miles/ Hours	Trade Amount
1.					
2.					
3.					

TERMS AND CONDITIONS:

1. Customer's responsibilities. Customer agrees to pay Tampa Crane & Body (TC&B) all charges required by law to be collected, including without limitation all tag, title, license, and all federal, state, and local taxes. Although TC&B has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against TC&B. Unpaid or past due balances will be assessed a 1.5% per month interest charge, (18% per annum).

2. Deposit. Should TC&B fail to accept this offer or be unable to deliver the vehicle as promised, Customer's sole remedy against TC&B shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, TC&B may elect to retain the deposit, and sue for any actual damages incurred by TC&B for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

3. Warranties. All used vehicles are sold "AS IS, WITHOUT WARRANTY", either express or implied. **TC&B SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.** No other person is authorized to make any representations or warranties on behalf of TC&B, unless made or assumed in writing by TC&B.

4. Limitation of Liability. Customer shall have the right to fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against TC&B for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless TC&B receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless TC&B receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless TC&B and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of TC&B, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

5. Modifications by Others. Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse TC&B for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. TC&B is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

6. Miscellaneous. Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, crossclaims or third-party claims shall be exclusively in Hillsborough County, Florida, and this agreement shall be construed under the laws of the State of Florida. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that TC&B is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

CUSTOMER:

TAMPA CRANE REPRESENTATIVE:

Signature

Print Name

Title

Customer PO Number

Date

Signature

Print Name

Title

Date

Contact Email

Contact Cell

TAMPA CRANE AND BODY

5701 N 50th Street, Tampa, FL 33687

(813) 246-5510 (Office)

(813) 246-5322 (Fax)

Item 4D.



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
VIA: Robin Gomez, City Manager
FROM: Jay Hatch, Recreation Director
DATE: November 9, 2023
RE: Madeira Beach Youth Baseball and Softball - Contract

Background

The City of Madeira Beach and Madeira Beach Youth Baseball and Softball Boosters, Inc. are both interested in formalizing a contract for the ongoing use of the Madeira Beach Recreation Complex. Serving as the longstanding home fields for the Madeira Beach Youth Baseball and Softball (formerly Gulf Beaches Little League), the complex has played a pivotal role since the league's inception. The City and the League have enjoyed a positive and collaborative relationship, and now aim to establish a contract that not only sustains their successful partnership but also secures its longevity into the future.

Fiscal Impact

Madeira Beach Youth Baseball and Softball would pay \$2,500 per season, spring and fall, for the use of the facilities. Additionally, the League would pay \$10 a player, per season, up to 250 registered players for the utilization of the fields.

Recommendation

Staff Recommends approval of the proposed contract with Madeira Beach Youth Baseball and Softball Boosters, Inc.

Attachments

Madeira Beach Youth Baseball and Softball Boosters, Inc Contract

**AGREEMENT FOR THE USE OF RECREATION FACILITIES AT THE MADEIRA BEACH RECREATION COMPLEX
BY MADEIRA BEACH YOUTH BASEBALL AND SOFTBALL**

Item 4F.

The City of Madeira Beach, FL, a Florida municipal corporation, hereinafter referred to as “City” and Madeira Beach Youth Baseball and Softball Boosters, Inc., hereinafter referred to as “League” agree as follows:

The City does hereby agree to the use of the recreational facilities by the League as described below:

1. Non-exclusive use of baseball/softball fields 1, 2, and 3, located at the Madeira Beach Recreation Complex, 200 Rex Place, Madeira Beach FL 33708, as described below.
2. This agreement shall be in effect beginning January 1, 2024, for a period of one year.. The City or the League may cancel this Agreement at will, without cause, and in its sole discretion upon thirty (30) days written notice to the League.
3. This agreement is specifically conditioned upon the League continuing to run its program in accordance with rules and regulations of Babe Ruth League, Inc and the League Charter, in such a manner that the League’s activities are open to all eligible youth who wish to participate, regardless of ability, sex, race, or religion. In the event that the League changes this policy, this agreement shall be subject to immediate cancellation at the discretion of the City.
4. The League agrees to and will at all times agree to protect, indemnify, save, and hold harmless the City of Madeira Beach, its employees, agents, representatives, elected officials, charter officials, successors, volunteers, and assigns from all liability, and claims, demands, damages, and costs of every kind and nature, including all attorney’s fees at trial, or appellate levels resulting from or in any manner arising out of or in connection with activities of volunteers, or employees, or resulting from or in any manner arising out of or in connection with the use of the City’s recreational facilities by the League. The League shall, upon request from the City, defend and satisfy any and all claims arising from its use of the premises.
5. The City agrees to:
 - a. Mow and maintain the conditions of the baseball and softball fields.
 - b. Provide field availability & blackout schedules at least one (2) months in advance.
 - c. Assume payment of all water, wastewater, stormwater, and sanitation utilities for the complex and concession stand.
 - d. Provide dumpsters, trash cans, and recycle cans.
 - e. Respond to maintenance requests within a timely manner, upon reporting by the League. Maintenance requests will be evaluated and scheduled and only be performed if deemed necessary by the Recreation Department.
 - f. Promote League registration though social media as submitted to the Recreation Department. Proper images and registration links must be provided by the League.
 - g. Promote the League on the City Website.
 - h. Provide meeting space, as determined by the City, once a month at no charge. Scheduling is not automatic and will depend on availability. Cancelling or rescheduling must be done 24 hours prior to the reservation via emailing the Recreation Director or designated City

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contact. Staff recommends scheduling of monthly meetings be set on a particular day/date each month to ease with scheduling and consistency.

- i. Provide field lighting as necessary for player safety.
 - j. Line the fields for games which correlate to the schedule provided by the League. The City will line and prep the ball fields for games scheduled Monday – Friday. The City will provide chalk for the fields to be lined by the League during any scheduled weekend activity.
6. The League Agrees to:
- a. League shall pay the City \$2,500.00 per season – Fall and Spring – for supplies field maintenance for league activities. Including but not limited to chalk, paint, turface, clay, etc.
 - b. League shall pay the City \$10.00 per participant each season – Fall and Spring – and provide a roster of participants to the City up to a maximum of 250 participants.
 - c. League shall pay a \$1000.00 damage deposit each calendar year to be held by the City in a non-interest bearing account. Costs may be assessed against the damage deposit as described below.
 - d. Upon request, provide the City with high-resolution facility images and a logo for cross-marketing initiatives.
 - e. Notify the City of opening ceremonies and other opportunities for Board of Commissioners awareness and participation.
 - f. The League is responsible for monitoring and maintaining restrooms during League use. The League will pay \$25.00 per hour for additional cleaning required for failure to monitor and maintain restrooms during use. Reimbursement will be withdrawn from the damage deposit provided to the city.
 - g. Maintain the grounds, which include playing fields and areas outside the playing fields free of paper and debris accruing from the operation of the League concession stand or League activity. Remove debris and trash from the Site at the conclusion of each game/practice. Also, collect all litter in the immediate area (Bleachers, concession stand, dugouts, and picnic shelters) at the conclusion of each day’s League games and place collected materials into dumpers/trash cans provided by the City. The League will pay the City \$25.00 per hour for trash and debris left by League activities that require pick up by City staff. The fee will be charged after (two) written warnings have been issued during the agreement period. Reimbursement will be withdrawn from the damage deposit provided to the city.
 - h. Ensure that field lights are turned off by 10:00pm daily. Use of maintenance equipment is prohibited between 10:00pm and 7:00pm unless approved by the Recreation Director or designated appointee.
 - i. Provide a roster listing all participants names and addresses no later than the first scheduled game of each season. List shall be provided to the Recreation Department.
 - j. Perform background checks for all volunteers in accordance with the State of Florida requirements.
 - k. In the event of heavy rainfall, the Recreation Director or his designee shall determine the playability of the fields. Should either of those contacts be unavailable, the League President shall determine the playability of the fields. If damage to a playing field shall result from the use of the field following the League President’s decision to utilize the

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field, the League shall be financially responsible for the repair of the fields. The League shall not add or remove any materials to any playing field for any reason.

- l. Obtain written approval from the City Manager prior to any physical improvements or additions are made to any facility covered by this agreement. All existing and future improvements become the property of the City.
- m. Obtain prior approval (minimum of 30 days prior to any event) from the Recreation Director or his designee, for the use of said facilities for any tournaments, clinics, or special events to be held by the League. Rental/use of facilities to others is expressly prohibited. All use of facilities will be scheduled through the Recreation Director. League will be permitted one event per season at no charge. Additional events will be billed at \$10 per hour per field. Any special event must receive approval from the City per the Special Event Permit process.
- n. Provide a detailed Income Statement within 45 days of the end of the fiscal year to the Recreation Director or designated City contact person. Should the City determine the League is not financially sound and able to meet all its obligations, the City may terminate this agreement immediately.
- o. The League will not provide any programs for adult teams at any time.
- p. The League represents and warrants that it has inspected or caused to be inspected the Site, including all facilities, utilities, and improvements thereon, and that they are all acceptable "as is" and appropriate for its operation.
- q. The League must receive prior written approval from the Recreation Director or his designee to utilize any outside vendor or subcontractor. All food vendors must pass inspection by the City of Madeira Beach and its Fire Marshall.
- r. At the completion of each season, all of the League's equipment will be removed from all fields and adjacent areas.
- s. The League has first right of refusal for the sales of banners to be placed on the backstop of the ball field fences, behind home plate, between the 1st base dugout and the 3rd base dugout. This area excludes City branded signed that is currently located in the area. The League will be responsible for the production of the banners and will provide the City 20% of the revenue from banner sales.

7. Concession Stand

- a. In the event that the League operates a concession facility or in any way distributes or sells food, beverages, candy, or foodstuffs of any description, the League agrees to fully indemnify and hold the City harmless from any claim or cost arising from the provision of foodstuffs.
- b. The League shall have the non-exclusive use of the concession stand located at the Recreation Complex.
- c. The League shall pay \$100 per month for use of the concession stand during the dates of use which are described below.
- d. The League shall operate and maintain concession facilities in accordance with specifications established by the State Sanitary Code and Pinellas County Health Department. League must obtain and keep current all required licenses and permits and provide the Recreation Department with copies annually. No grilling, cooking, or frying is

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allowed inside the concession building with the exception of a microwave, hot dog griller, or popcorn machine. No outside frying is allowed within the park unless in an approved area designated by the Recreation Department and Fire Department. Disposal of grease or oil into the concession drains is prohibited.

- e. The League understands that private tournaments and events have the right to choose concession vendors at their discretion and that the League is not permitted to open concession services during these times unless the tournament or event organizer agrees to such services by the League in writing.

8. Field Usage

- a. The League shall have the non-exclusive use of baseball/softball 1, 2, and 3 located in the Madeira Beach Recreation Complex, in accordance with the days/dates noted below. All use of facilities will be scheduled through the Recreation Department. Field allocation will be determined by the Recreation Director or his designee, which, when approved by the City will not be modified without fourteen (14) days written notice to the League or as mutually agreed upon, unless necessary field maintenance exists in which twenty-four (24) hours written notice will be provided. In the event a field is deemed unplayable for any reason, prior notice will be provided as soon as possible and will not require a minimum amount of time.
- b. At all other times, scheduling for the use of the fields will be based on availability through the Recreation Department to include post-season activities, tournaments, and All-Stars.
- c. No entity other than the City shall use or remove League-owned equipment or fixtures without League approval.
- d. The League has the right to the use of baseball/softball fields 1, 2, and 3, Monday – Friday between 5:00pm -11:00pm and 8:00am – 8:00pm on Saturdays and Sundays, during the months of February – June and September – November. Additional use may be requested in January and August outside of planned/scheduled field maintenance. Any and all field use must be scheduled ahead of time and agreed upon by city staff and the league.
- e. Once the league schedule has been completed and approved by the City and the League, changes in scheduling for games, practices, special events or otherwise must be agreed upon by both parties.

9. The City reserves the right at all times to schedule special events and rental tournaments with 30 days' notice.

10. The League shall provide a point of contact at contract signing consisting of the name, phone number, and email address. This point of contact shall be the direct line of communication between the League and City.

11. The League is hereby authorized and instructed to make, keep and maintain reasonable rules and regulations regarding the use of the facility by members of the League, and the League agrees to keep said premises in as good condition as it is currently. Ordinary wear, tear, and damage by the elements are expected. No soft toss against field fencing is permitted.

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12. The League, at its expense, shall keep in force during the term of this agreement insurance from a company licensed in the State of Florida. The required insurance shall be evidenced by a certificate of insurance that must be submitted to and approved by the City Manager prior to the effective date of this agreement. The City of Madeira Beach shall be named as an additional insured under the policy, and the City shall be provided with a thirty (30) day notice in the event of cancellation, non-renewal, or adverse change to the policy. The League shall provide, on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, Comprehensive General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence combined single limit to include:

Premises – Operations

1. Independent – Contractors
2. Products-Completed
3. Broad Form Contractual
4. Personal Insurance

Failure to comply with this requirement shall subject this agreement to immediate cancellation.

13. The League is responsible for the payment of all payroll taxes, sales taxes, and worker's compensation claims. The League is also responsible for the collection and remittance of appropriate sales taxes to the State of Florida Department of Revenue.

14. This agreement may not be assigned or transferred in any manner by the League, and any such assignment or transfer is expressly prohibited.

15. This agreement shall be binding upon the parties hereto.

16. Any previously existing oral or written agreements between the parties shall be terminated as of the date of this agreement and shall be deemed hereafter null and void and have no further force and effect whatever.

17. If either party deems it necessary to litigate in order to enforce the provisions of this agreement, the prevailing party shall be entitled to recover attorney's fees and costs.

18. The venue shall be Pinellas County, Florida.

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IN WITNESS WHEREOF, the parties hereto have set their hand and seals on the day and year first above written.

Madeira Beach Youth Baseball and Softball
Boosters, Inc

CITY
City Of Madeira Beach

By: _____

By: _____

Jim Rostek, Mayor

Name: _____

By: _____

Robin Gomez, City Manager

Title: _____

APPROVED AS TO FORM:

Date: _____

By: _____

Thomas J. Trask, City Attorney, B.C.S.

ATTEST:

By: _____

Clara Vanblargen, City Clerk

LEASE

BETWEEN

PARK STREET ANTIQUES CENTER, INC.
("LANDLORD")

AND

CITY OF MADEIRA BEACH
("TENANT")

LEASE

THIS LEASE is entered into by and between PARK STREET ANTIQUES CENTER, INC., a Florida corporation ("LANDLORD") and CITY OF MADEIRA BEACH, a Florida Municipal Corporation ("TENANT") and is to be effective as of the date of the signature of the party last below dated (the "Effective Date").

ARTICLE 1 - GRANT OF TERM

1.1 **LEASED PREMISES.** In consideration of the rents, covenants, and agreements herein set forth, LANDLORD hereby leases to TENANT and TENANT hereby rents from LANDLORD that certain premises, the street address of which is 5050 94th Street, St. Petersburg, Florida 33708, containing approximately 6000 square feet (the "Premises"), together with all easements, rights and privileges appurtenant thereto.

1.2 **TERM.** The term hereof shall be for one (1) year commencing on October 1, 2022, at which time the TENANT shall be given exclusive possession of the Premises, ("Commencement Date") and ending on September 30, 2023, with four (4) One (1) year renewal Options. TENANT shall notify LANDLORD in writing two months prior to the end of each year's Lease that TENANT intends to exercise the Option to renew the Lease for one year. It is understood and agreed that LANDLORD shall give the TENANT access to the Premises for purposes of investigation and planning immediately upon the mutual execution of this Lease Agreement.

ARTICLE 2 - RENT

2.1 **RENT PAYMENT. PRORATION AND SALES TAXES.** All rental payments due hereunder shall be paid without notice or demand, and without abatement, deduction or set off for any reason unless specifically provided herein. Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly rent installment based on the number of days in such period and the number of days in the month in question. Rent shall be payable in lawful money of the United States to LANDLORD at the address stated herein or to such other persons or at such other places as LANDLORD may designate in writing. In addition, TENANT shall pay to LANDLORD all sales and use taxes imposed by the State of Florida or any other governmental authority from time to time, upon said rent and any other charges hereunder upon which sales and use taxes are imposed.

2.2 **NO WAIVER.** The acceptance by the LANDLORD of monies from the TENANT as rent or other sums due shall not be an admission of the accuracy or the sufficiency of the amount of such rent or other sums due nor shall it be deemed a waiver by LANDLORD of any right or claim to additional or further rent or other sums due.

2.3 **SECURITY DEPOSIT.** Upon signing of the Lease, TENANT shall pay a security deposit of \$-0-. This security deposit will be refunded thirty days after the end of the final Lease Term after the Premises has been inspected by LANDLORD for damage.

2.4 **MONTHLY RENT AMOUNTS.** TENANT shall pay to LANDLORD as rent for the Premises during the term hereof monthly payments of net rent, in advance, on or before the First day of each month, in accordance with the following schedule.

Year	Payment Amount
2022/2023	\$3,000.00/month
2023/2024	\$3,100.00/month
2024/2025	\$3,200.00/month
2025/2026	\$3,300.00/month
2026/2027	\$3,400.00/month

ARTICLE 3 - UTILITIES

3.1 **INSTALLATION.** TENANT shall contract in its own name for all electric and telephone service, and all other utilities furnished to the Premises. TENANT will be responsible for their use of water each month which will be calculated by deducting the average LANDLORD monthly usage (approximately \$300 - \$350 per month) from the water bill and TENANT will be responsible for the balance.

3.2 **PAYMENT.** TENANT shall promptly pay for all heat, electricity, gas, telephone, garbage collection, water and sewer charges, and all other utilities and services consumed in connection with the premises, together with any taxes thereon. If charges to be paid by TENANT hereunder are not paid when due and LANDLORD elects to pay same, interest shall accrue thereon from the date paid by LANDLORD and shall bear interest at the maximum rate then allowed by law (the "Default Rate"), and such charges and interest shall be added to the subsequent month's rent and shall be collectible from TENANT in the same manner as rent. LANDLORD shall not be liable for damage to TENANT'S business and/or inventory or for any other claim by TENANT resulting from an interruption in utility services.

ARTICLE 4 - CONDUCT OF BUSINESS BY TENANT

4.1 **USE OF LEASED PREMISES.** The Premises shall be used and occupied by TENANT for the purpose of storing city garbage trucks, city vehicles and equipment related to TENANT'S business (the "Permitted Use") and for no other purpose. Without limiting the foregoing, TENANT shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant at the premises, shall tend to disturb or interfere with the rights of such other tenants. TENANT may not change its operating format on the Premises without the prior written consent of the LANDLORD. TENANT shall keep the Premises neat, clean, sanitary and reasonably free from dirt, rubbish, insects and pests at all times. TENANT shall not operate an incinerator or bum trash or garbage within the Premises.

4.2 **COMPLIANCE WITH LAW AND RESTRICTIONS.** TENANT shall, at TENANT'S expense, execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city government, and of any and all of their

departments and bureaus, applicable to the Premises, as well as all covenants and restrictions of record, and other requirements in effect during the term or any part thereof, which regulate the use by TENANT of the Premises.

4.3 **CONDITION OF PROPERTY: LETTER OF ACCEPTANCE.** The Premises is being Leased in its "AS-IS" condition. By taking possession of the Premises, TENANT shall be deemed to have accepted the Premises, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, as suitable for TENANTS intended purposes, and in compliance with all terms and provisions hereof. TENANT acknowledges that neither LANDLORD nor LANDLORD'S agent has made any representation or warranty as to the present or future suitability of the Premises for the conduct of TENANT'S business. Within ten (10) days after request of LANDLORD, TENANT agrees to give LANDLORD a letter certifying that the TENANT has accepted delivery of the Premises and the condition of the Premises complies with LANDLORD'S covenants and obligations hereunder.

ARTICLE 5 - LIENS

TENANT shall have no power to subject LANDLORD'S interest in the Premises to construction or materialmen's liens of any kind. The existence of any such lien, which lien is not discharged by TENANT, or bonded off within thirty (30) days, shall be a material breach of this Lease. All contracts for work on the Premises performed on behalf of TENANT must contain a waiver of lien by TENANT'S contractor against the LANDLORD'S interest in the Premises. All persons performing work, labor or supplying materials at the Premises on behalf of TENANT shall look solely to the interest of the TENANT and not to that of the LANDLORD for payment and for any legal fees and court costs. LANDLORD shall have the right, but not the obligation, to discharge or transfer to bond any lien filed against the Premises by the TENANT'S contractor that has not been discharged or transferred to bond within thirty (30) days from the filing thereof and any reasonable cost or expense, including reasonable attorney's fees, incurred by LANDLORD as a result thereof shall immediately be due and payable and if not paid by TENANT with fifteen (15) days shall constitute a default under this Lease.

ARTICLE 6 - MAINTENANCE OF LEASED PREMISES

6.1 **MAINTENANCE.** LANDLORD shall, at LANDLORD'S sole cost and expense, maintain the Premises and all components thereof throughout the lease term, in good, safe and clean order, condition and repair, including without limitation the building interior and exterior, roof, all plumbing, heating, air conditioning, ventilating, and electrical facilities and all components thereof. If LANDLORD fails to perform its obligations under this Article or under any other article hereof, TENANT may at its option terminate this Lease.

6.2 **LANDLORDS RESPONSIBILITY.** The LANDLORD shall only be responsible for the integrity of the building structure, and any other requirements as governed by Florida or Federal Law.

6.3 **BUILDING SERVICES.** TENANT shall be responsible for all costs and deposits associated with any service of any nature whatsoever relating to the use and operation of the Premises.

6.4 **PLATE GLASS.** TENANT shall maintain all plate glass, if any, within or on the perimeter of the Premises.

6.5 **CONDITION OF PREMISES UPON TERMINATION OF LEASE.** On the last day of the term hereof, or on any sooner termination, TENANT shall surrender the Premises to LANDLORD in the same condition as received, ordinary wear and tear excepted, clean and free of debris. TENANT'S machinery, furniture, fixtures and equipment, may be removed by TENANT upon expiration of the lease term. TENANT shall repair any damage to the Premises occasioned by the installation or removal of its trade fixtures, furnishings and equipment. Upon termination of this Lease for any cause whatsoever, if TENANT fails to remove its effects, they shall be deemed abandoned, and LANDLORD may, at its option, remove the same in any manner that the LANDLORD shall choose, store them without liability to the TENANT for loss thereof, and the TENANT agrees to pay the LANDLORD on demand any and all expenses incurred in such removal, including court costs, attorney's fees and storage charges for any length of time the same shall be in the LANDLORD'S possession, or the LANDLORD may, at its option, without notice, sell said effects or any part of the same at a private sale and without legal process for such price as the LANDLORD may obtain, and apply the proceeds of such sale upon the amounts due under this Lease from the TENANT to LANDLORD and upon the expenses incident to the removal and sale of said effects. TENANT shall deliver all keys and combinations to locks within the Premises to LANDLORD upon termination of this Lease for any reason. TENANT'S obligations to perform under this provision shall survive the end of the lease term.

ARTICLE 7-ALTERATIONS AND ADDITIONS

7.1 **LANDLORD'S CONSENT REQUIRED.** TENANT shall not, without LANDLORD'S prior written consent, make any alterations, improvements, or additions in, on, or to the Premises. Further, any contractor or person making any alterations, improvements, additions or utility installations in, on, or to the Premises must first be approved in writing by LANDLORD. LANDLORD, at its option, may require TENANT to provide LANDLORD, at TENANT'S sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure LANDLORD against any liability for construction liens and to insure completion of the work. LANDLORD may require that TENANT remove any or all of said alterations, improvements, or additions at the expiration of the term, and restore the Premises to its prior condition. Should TENANT make any alterations, improvements, or additions without the prior approval of LANDLORD, in addition to all other remedies of LANDLORD for TENANT'S breach, LANDLORD may require that TENANT remove any or all of the same.

7.2 **PERMITS AND PLANS.** Any alteration, improvement, addition or utility installation in or to the Premises that TENANT shall desire to make shall be presented to LANDLORD for approval in written form, with proposed detailed plans. If LANDLORD shall give its consent, the consent shall be deemed conditioned upon TENANT acquiring all necessary permits to do the work from appropriate governmental agencies, the furnishing of a copy thereof to LANDLORD prior to the commencement of the work, the compliance by TENANT with all

conditions of said permits in a prompt and expeditious manner, and, if applicable, TENANT'S conducting its work so as not to interfere with any other TENANTS of the building in which the Premises is located.

7.3 **HOLD HARMLESS.** TENANT shall pay, when due, all claims for labor or materials furnished for TENANT, at or for use in the Premises, which claims are or may be secured by any construction lien against the Premises or any interest therein.

7.4 **PROPERTY OF LANDLORD.** Unless LANDLORD requires their removal, all alterations, improvements, or additions made on the Premises shall become the property of LANDLORD and remain upon and be surrendered with the Premises at the expiration of the lease term without compensation to TENANT.

7.5 **LANDLORD'S INTEREST NOT SUBJECT TO LIENS.** As provided in §713.10, Florida Statutes, the interest of LANDLORD shall not be subject to liens for improvements made by TENANT, and TENANT shall notify any contractor making such improvements of this provision. An appropriate notice of this provision may be recorded by LANDLORD in the Public Records of Pinellas County, Florida, in accordance with said statute, without TENANT'S joinder.

ARTICLE 8 –INDEMNITY

8.1 **INDEMNITY.** TENANT shall indemnify and hold harmless LANDLORD from and against any and all injury, expenses, damages and claims arising from TENANT'S use of the premises, whether due to damage to the premises, claims for injury to the person or property of any other TENANT of the building (if applicable) or any other person rightfully in or about the premises, from the conduct of TENANT'S business or from any activity, work or things done, permitted or suffered by TENANT or its agents, servants, employees, licenses, customers, or invitees in or about the premises or elsewhere or consequent upon or arising from TENANT'S failure to comply with applicable laws, statues, ordinances or regulations, and TENANT shall further indemnify and hold harmless LANDLORD from and against any and all such claims and from and against all costs, attorney's fees, expenses and liabilities incurred in the investigation, handling or defense of any such claim or any action or proceeding brought in connection therewith by a third person or any governmental authority: and in case any action or proceeding is brought against LANDLORD by reason of any such claim, TENANT upon notice from LANDLORD shall defend the same at TENANT'S expense by counsel satisfactory to LANDLORD. This indemnity shall not require payment as a condition precedent to recovery.

8.2 **EXEMPTION OF LANDLORD FROM LIABILITY.** TENANT hereby agrees that LANDLORD shall not be liable for injury to TENANT'S business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of TENANT, TENANT'S employees, invitees, customers, or any other person in or about the premises, whether such damage or injury is cause by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or there defects of pipes, sprinklers, wire, appliances, plumbing, air conditions or light fixtures, or from any other cause, whether the said damage or injury results from latent defects or there conditions arising upon the premises or upon other portions of the building(s) of which the premises is a part, or from other sources or places regardless of whether the cause of such damage or injury or the means of repairing the

same is inaccessible to TENANT. LANDLORD shall not be liable for any damages arising from any act or neglect of any other TENANT of the building in which the premises is located.

ARTICLE 9 - ASSIGNMENT AND SUBLETTING

9.1 **LANDLORD'S CONSENT REQUIRED.** TENANT shall not voluntarily or by operation of law assign, mortgage, sublet, or otherwise transfer or encumber all or any part of TENANT'S interest in this Lease or in the Premises or TENANT'S possession thereof without LANDLORD'S prior written consent. Any attempted assignment, transfer, mortgage, encumbrance or subletting without LANDLORD'S consent shall be void, and shall constitute a breach hereof. No term or provision contained elsewhere herein shall be deemed to limit LANDLORD'S absolute right to withhold consent to any proposed transfer or encumbrance of TENANT'S interest in LANDLORD'S absolute discretion and for any reason whatsoever. If TENANT desires to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify LANDLORD of its desire to do so and shall submit in writing to LANDLORD; (i) the name of the proposed assignee or subtenant; (ii) the nature of the proposed assignee's or subtenant's business to be conducted on the Premises; (iii) the terms of the proposed assignment or sublease; and (iv) such financial information as LANDLORD may reasonably request concerning the proposed assignee or subtenant.

9.2 **NO RELEASE OR WAIVER.** Regardless of LANDLORD'S consent, no subletting or assignment shall release TENANT from TENANT'S obligation or alter the primary liability of TENANT to pay the rent and to perform all other obligations to be performed by TENANT hereunder. The acceptance of rent by LANDLORD from any other person shall not be deemed to be a waiver by LANDLORD of any provision hereof Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of TENANT or any successor of TENANT in the performance of any of the terms hereof, LANDLORD may proceed directly against TENANT without the necessity of exhausting remedies against said assignee. LANDLORD may consent to subsequent assignments or subletting hereof or amendments or modifications to this Lease with assignees of TENANT, without notifying TENANT, or any successor of TENANT, and without obtaining its or their consent thereto and such action shall not relieve TENANT of liability hereunder.

9.3 **EFFECT OF TRANSFER.** The voluntary or other surrender hereof by TENANT or a mutual cancellation hereof shall not work a merger of the interests of the parties hereunder, and shall at the option of LANDLORD terminate any or all subleases or sub tenancies or shall operate as an assignment to LANDLORD of such subleases or sub tenancies. If TENANT is a corporation, unincorporated association or partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership in the aggregate in excess of twenty-five percent (25%) or resulting in a change in management control shall be deemed an assignment within the meaning and provisions elsewhere herein provided.

9.4 **ATTORNEY'S FEES.** In the event TENANT shall assign or sublet the Premises or request the consent of LANDLORD to any assignment or subletting or if TENANT shall request the consent of LANDLORD for any act TENANT proposes to do, then TENANT shall pay LANDLORD'S reasonable attorney's fees and costs incurred in connection with each such request. Further, in connection with any action taken by LANDLORD to enforce the terms,

provisions and conditions of this lease, LANDLORD shall be entitled to recover any cost incurred relating to such action, including its reasonable attorneys fees.

9.5 **RIGHT OF RECAPTURE.** At any time within thirty (30) days after LANDLORD'S receipt of the proposed notice of sublease or assignment request as hereinabove provided, LANDLORD may by written notice to TENANT elect to sublease the Premises or the portion thereof proposed to be subleased by TENANT, or to take an assignment of TENANT'S estate hereunder or such part thereof as shall be specified in said notice, on the same terms and conditions as those contained in said notice.

9.6 **ASSUMPTION AGREEMENT.** Any assignee of TENANT shall assume TENANT'S obligations hereunder and deliver to LANDLORD an assumption agreement in a form reasonably satisfactory to LANDLORD no less than ten (10) days after the effective date of the proposed assignment.

ARTICLE 10 – DEFAULT

10.1 **DEFAULT OF TENANT.** The occurrence of any one or more of the following events shall constitute a material default or breach hereof by the TENANT. TENANT shall be deemed in default of its obligations under this Lease upon the occurrence of any one or more of the following:

- (a) The vacating or abandonment of the Premises by TENANT;
- (b) TENANT'S failure to make any payment of Rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of fifteen (15) days after written notice thereof from LANDLORD to TENANT. In the event that LANDLORD serves TENANT with a notice to pay rent or vacate pursuant to applicable unlawful detainer or other statutes, such notice shall also constitute the notice required by this subsection;
- (c) TENANT'S continued failure to perform any other covenant, promise, or obligation of this Lease for a period of more than thirty (30) days after written notice thereof by LANDLORD to TENANT, except that this thirty (30) day period shall be extended for a reasonable period of time if the alleged default is not reasonably capable of cure within said thirty (30) day period and TENANT proceeds to diligently cure the default;
- (d) TENANT becomes a "debtor" as defined under the Federal Bankruptcy Code or any successor statute thereto or any other statute affording debtor relief, whether state or federal, (unless, in the case of a petition filed against TENANT, the same is dismissed within thirty (30) days), or admits in writing its present or prospective insolvency or inability to pay its debts as they mature, or is unable to or does not pay a material portion (in numbers or dollar amount) of its debts as they mature;
- (e) The appointment of a trustee or receiver to take possession of all or a substantial portion of TENANT'S assets located at the Premises or of TENANT'S interest in this Lease;
- (f) The attachment, execution or other judicial seizure of all or a substantial portion of TENANT'S assets located at the Premises or of TENANT'S interest in the Lease;

(g) The entry of a judgment against TENANT which affects TENANT'S ability to conduct its business in the ordinary course; provided, however, to the extent that any provision of this subsection is contrary to any applicable law, such provision shall be of no force or effect to such extent only;

(h) The sale of TENANT'S interest under this Lease by execution or other legal process;

(i) TENANT'S making of any general arrangement or assignment of this Lease for the benefit of creditors;

(j) Any sale, transfer, assignment, subleasing, concession, license, or other disposition prohibited elsewhere herein;

(k) TENANT shall do or permit to be done anything that creates a lien upon the Premises and shall fail to obtain the release or any such lien or bond or of any such lien as required herein.

(l) The discovery by LANDLORD that any financial statement, warranty, representation or other information given to LANDLORD by TENANT, any assignee of TENANT, any subtenant of Tenant, any successor in interest of TENANT or any guarantor of TENANT'S obligation hereunder, in connection with this Lease, was materially false or misleading when furnished; or

(m) The failure by TENANT, at any time throughout the term of this Lease, to make Rent payments, when due, on three (3) or more separate occasions during any twelve (12) month period, regardless of whether or not such prior defaults have been cured.

10.2 LANDLORD'S REMEDIES. In the event of any default or breach hereof by TENANT, LANDLORD may (but shall not be obligated) at any time thereafter, with or without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach:

(a) Terminate TENANT'S right to possession of the Premises by any lawful means, in which case this Lease shall terminate and TENANT shall immediately surrender possession of the Premises to LANDLORD. In such event LANDLORD shall be entitled to recover from TENANT all damages incurred by LANDLORD by reason of TENANT'S default, including accrued rent, accelerated rent through the end of the lease term, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, and reasonable attorney's fees;

(b) Reenter and take possession of the Premises and relet or attempt to relet same for TENANT'S account, holding TENANT liable in damages for all expenses incurred by LANDLORD in any such reletting and for any difference between the amount of rents received from such reletting and those due and payable under the terms hereof. In the event LANDLORD relets the Premises, LANDLORD shall have the right to lease the Premises or portions thereof for such periods of time and such rentals and for such use and upon such covenants and conditions as LANDLORD, in its sole discretion, may elect, and LANDLORD may make such repairs and improvements to the Premises as LANDLORD may deem necessary. LANDLORD shall be

entitled to bring such actions or proceedings for the recovery of any deficits due to LANDLORD as it may deem advisable, without being obliged to wait until the end of the term, and commencement or maintenance of any one or more actions shall not bar LANDLORD from bringing other or subsequent actions for further accruals, nor shall anything done by LANDLORD pursuant to this subsection limit or prohibit LANDLORD'S right at any time to pursue other remedies of LANDLORD hereunder;

(c) Declare all rents and charges due hereunder immediately due and payable, and thereupon all such rents and fixed charges to the end of the term shall thereupon be accelerated, and LANDLORD may, at once, take action to collect the same by distress or otherwise. In the event of acceleration of rents and other charges due hereunder which cannot be exactly determined as of the date of acceleration and/or judgment, the amount of said rent and charges shall be as determined by LANDLORD in a reasonable manner based on information such as previous fluctuations in the C.P.I. and the like;

(d) Perform any of TENANT'S obligations on behalf of TENANT in such manner as LANDLORD shall deem reasonable, including payment of any moneys necessary to perform such obligation or obtain legal advice, and all expenses incurred by LANDLORD in connection with the foregoing, as well as any other amounts necessary to compensate LANDLORD for all detriment caused by TENANT'S failure to perform which in the ordinary course would be likely to result therefrom, shall be immediately due and payable from TENANT to LANDLORD, with interest at the Default Rate; such performance by LANDLORD shall not cure the default of TENANT hereunder and LANDLORD may proceed to pursue any or all remedies available to LANDLORD on account of TENANT'S default; if necessary LANDLORD may enter upon the Premises after ten (10) days' prior written notice to TENANT, except in the case of emergency, in which case no notice shall be required, perform any of TENANT'S obligations of which TENANT is in default; and/or

(e) Pursue any other remedy now or hereafter available to LANDLORD under state or federal laws or judicial decisions. Unpaid installments of rent and other unpaid monetary obligations of TENANT under the terms hereof shall bear interest from the date due at the Default Rate.

10.3 **NO WAIVER.** No reentry or taking possession of the Premises by LANDLORD shall be construed as an election on its part to terminate this Lease, except a surrender of the Premises or release TENANT from any obligations hereunder, unless a written notice of such intention be given to TENANT. Notwithstanding any such reletting or reentry or taking possession, LANDLORD may at any time thereafter elect to terminate this Lease for a previous default Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LANDLORD hereunder or of any damages accruing to LANDLORD by reason of the violation of any of the terms, provisions and covenants herein contained. LANDLORD'S acceptance of rent or additional rent following any event of default hereunder shall not be construed as LANDLORD'S waiver of such event of default No waiver by LANDLORD of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other or subsequent violation or breach of any of the terms, provisions, and covenants herein contained.

Forbearance by LANDLORD to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other or subsequent violation or default. The loss or damage that LANDLORD may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by LANDLORD following possession. Should LANDLORD at any time terminate this Lease for any default, in addition to any other remedy LANDLORD may have, LANDLORD may recover from TENANT all damages LANDLORD may incur by reason of such default, including the cost of recovering the Premises and the loss of rent for the remainder of the Lease term. LANDLORD'S consent to or approval of any act shall not be deemed to render unnecessary the obtaining of LANDLORD'S consent to or approval of any subsequent act by TENANT. The delivery of keys to any employee or agent of LANDLORD shall not operate as a termination hereof or a surrender of the Premises.

10.4 **LATE CHARGES.** TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent and other sums due hereunder will cause LANDLORD to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on LANDLORD by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from TENANT shall not be received by LANDLORD or LANDLORD'S designee within five (5) days after such amount shall be due, then, without any requirement for notice to TENANT, TENANT shall pay to LANDLORD a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs LANDLORD will incur by reason of late payment by TENANT. Acceptance of such late charge by LANDLORD shall in no event constitute a waiver of TENANT'S default with respect to such overdue amount, nor prevent LANDLORD from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of rent, then rent shall automatically become due and payable quarterly in advance, rather than monthly, notwithstanding any other provision hereof to the contrary. The parties agree that the payment of late charges and the payment of interest as provided elsewhere herein are distinct and separate from one another in that the payment of interest is to compensate LANDLORD for the use of LANDLORD'S money by TENANT and the payment of late charges is to compensate LANDLORD for administrative and other expenses incurred by LANDLORD.

10.5 **INTEREST ON PAST-DUE OBLIGATIONS.** Except as expressly herein provided, any amount due to LANDLORD not paid when due bears interest at the annual rate of 4.75% from the date due. Payment of such interest shall not excuse or cure any default by TENANT under this Lease, provided, however, that interest shall not be payable on late charges incurred by TENANT. Notwithstanding any other term or provision hereof, in no event shall the total of all amounts paid hereunder by TENANT and deemed to be interest exceed the amount permitted by applicable usury laws, and in the event of payment by TENANT of interest in excess of such permitted amount, the excess shall be applied towards damages incurred by LANDLORD or returned to TENANT, at LANDLORD'S option.

10.6 **DEFAULT BY LANDLORD.** LANDLORD shall not be in default unless LANDLORD fails to perform obligations required of LANDLORD within a reasonable time, but

in no event later than thirty (30) days after written notice by TENANT to LANDLORD specifying the obligation that LANDLORD has failed to perform; provided, however, that if the nature of LANDLORD'S obligation is such that more than thirty (30) days are required for performance, then LANDLORD shall not be in default if LANDLORD commences performance within such 30- day period and thereafter diligently prosecutes the same to completion. Notwithstanding any other provision hereof, LANDLORD shall not be in default hereunder for failure to perform any act required of LANDLORD where such failure is due to inability to perform on account of strike, laws, regulations or requirements of any governmental authority, or any other cause whatsoever beyond LANDLORD'S control, nor shall TENANT'S rent be abated by reason of such inability to perform.

ARTICLE 11 - ACCESS BY LANDLORD

LANDLORD and LANDLORD'S agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, posting notices of non-responsibility, showing the same to prospective purchasers, lenders, or tenants, performing any obligation of TENANT hereunder of which TENANT is in default, and making such alterations, repairs, improvements or additions to the Premises or to the building of which it is a part as LANDLORD may deem necessary or desirable, all without being deemed guilty of an eviction of TENANT and without abatement of rent, and LANDLORD may erect scaffolding and other necessary structures where reasonably required by the character of any work performed, provided that the business of TENANT shall be interfered with as little as reasonably practicable. TENANT hereby waives any claims for damages for any injury to or interference with TENANT'S business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, LANDLORD shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding TENANT'S vaults and safes, if any, and LANDLORD shall have the right to use any and all means which LANDLORD may deem proper to open said doors in an emergency in order to obtain entry to the Premises, and any entry to the Premises obtained by LANDLORD by any of said means shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of TENANT from the Premises or any portion thereof. No provision hereof shall be construed as obligating LANDLORD to perform any repairs, alterations or to take any action not otherwise expressly agreed to be performed or taken by LANDLORD. LANDLORD may, at any time, place on or about the Premises any ordinary "For Sale" signs and LANDLORD may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to TENANT.

ARTICLE 12 - TENANT'S PROPERTY

12.1 **PROPERTY.** TENANT shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the term of this Lease against personal property of any kind owned by or placed in, upon or about the Premises by TENANT.

12.2 **LOSS OR DAMAGE.** Except as provided herein, LANDLORD shall not be liable for any loss or damage to property of TENANT or of others located on the Premises, by theft or otherwise, unless such damage or loss is caused by the act or failure to act of LANDLORD.

LANDLORD shall not be liable for any claims arising from damage to property located in or on the Premises resulting from fire, explosion, gas or electrical malfunction, water damage or leakage, unless said damage results from the actions or failure to act of LANDLORD, its agents, employees or contractors (acting within the scope of their agency, employment or contract). LANDLORD shall not be liable to TENANT for any damages caused by other persons in the Premises, or by public or quasi-public work on adjacent property, unless such damage is caused by the act or failure to act of LANDLORD.

ARTICLE 13 - SURRENDER OF PREMISES, HOLDING OVER

13.1 **SURRENDER OF PREMISES.** Within thirty (30) days after the expiration of this Lease and all extensions and renewals hereof, TENANT shall surrender the Premises in the same condition as they existed upon the Commencement Date, reasonable wear and tear excepted, and shall surrender all keys for the Premises to LANDLORD.

13.2 **HOLDING OVER.** This Lease and the tenancy created shall cease and terminate at the end of the original term hereof, unless extended as provided herein, without the necessity of notice, and TENANT hereby waives notice and agrees that LANDLORD shall be entitled to summary recovery of the Premises.

If TENANT, with LANDLORD'S consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions hereof pertaining to the obligations of TENANT, but all options and rights of first refusal, if any, granted under the terms hereof shall be deemed terminated and be of no further effect during said month to month tenancy. If TENANT shall hold over without LANDLORD'S express written consent, TENANT shall become a tenant at sufferance and rental shall be due at the higher of (1) the then prevailing market rate as determined by LANDLORD in its absolute discretion, or (2) twice the rent payable immediately prior to the expiration of the term. The foregoing provisions shall not limit LANDLORD'S rights hereunder or provided by law in the event of TENANT'S default.

ARTICLE 14 - CONDEMNATION

If the Premises or any portion thereof is taken under the power of eminent domain, or sold under the threat of the exercise of said power (either of which is herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than twenty percent (20%) of the floor area of Premises is taken by condemnation, either party may terminate this Lease by notice to the other, in writing, only within ten (10) days after LANDLORD shall have given TENANT written notice of such condemnation or pending condemnation (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession), such termination to take effect as of the date the condemning authority takes possession. If neither party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area taken bears to the total floor area of the Premises, and TENANT shall have no other rights or remedies as a result of such condemnation. Any award or payment made in connection with a condemnation shall be the property of LANDLORD, whether such award shall be made in settlement of contemplated condemnation proceedings or as compensation for diminution in value

of the leasehold or for the taking of the fee, or as severance or other damages; provided, however, that TENANT shall be entitled to any separate award made to TENANT which does not diminish LANDLORD'S award, such as for loss of or damage to TENANT'S trade fixtures and removable personal property and TENANT'S moving expenses. In the event that this Lease is not terminated by reason of such condemnation, LANDLORD shall, to the extent of severance damages received by LANDLORD in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that TENANT has been reimbursed therefor by the condemning authority. TENANT shall pay any amount in excess of such severance damages required to complete such repair. LANDLORD shall in no event be obligated to repair or replace any items other than those installed by or at the expense of LANDLORD.

ARTICLE 15 - DESTRUCTION OF PREMISES

15.1 DEFINITIONS.

(a) "Property Partial Damage" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is less than 50% of the fair market value of the Premises immediately prior to such damage or destruction, or if applicable, damage or destruction to the building of which the Premises is a part to the extent that the cost of repair is less than 50% of the fair market value of such building as a whole immediately prior to such damage or destruction.

(b) "Property Total Destruction" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is 50% or more of the fair market value of the Premises immediately prior to such damage or destruction, or if applicable, damage or destruction to the building of which the Premises is a part to the extent that the cost of repair is 50% or more of the fair market value of such building as a whole immediately prior to such damage or destruction.

(c) "Insured Loss" shall herein mean damage or destruction which was caused by an event required to be covered by the insurance as hereinabove provided.

15.2 **PROPERTY DAMAGE - INSURED LOSS.** Subject to the provisions set out elsewhere herein relating to damage near the end of the term hereof, if at any time during the term hereof there is damage which is an Insured Loss and which falls into the classification of Property Partial Damage, then LANDLORD shall, at LANDLORD'S sole cost, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. In no event shall LANDLORD be obligated to make any repairs or replacements of any items other than those installed by or at the expense of LANDLORD, or to repair any damage except to the extent proceeds of insurance are available for such purpose.

15.3 **PARTIAL DAMAGE - UNINSURED LOSS.** Subject to the provisions set out elsewhere herein relating to damage near the end of the term hereof, if at any time during the term hereof there is damage which is not an Insured Loss and which falls within the classification of Property Partial Damage, unless caused by a negligent or willful act of TENANT (in which event TENANT shall make the repairs at TENANT'S expense), LANDLORD may at LANDLORD'S option either (i) repair such damage as soon as reasonably possible at LANDLORD'S expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to TENANT within thirty (30) days after the date of the occurrence of such damage of LANDLORD'S intention to cancel and terminate this Lease, as of the date of the occurrence of

such damage. In the event LANDLORD elects to give such notice of LANDLORD'S intention to cancel and terminate this Lease, TENANT shall have the right within ten (10) days after the receipt of such notice to give written notice to LANDLORD of TENANT'S intention to repair such damage at TENANT'S expense, without reimbursement from LANDLORD, in which event this Lease shall continue in full force and effect, and TENANT shall proceed to make such repairs as soon as reasonably possible. If TENANT does not give such notice within such 10-day period, this Lease shall be canceled and terminated as of the date of the occurrence of such damage. In no event shall LANDLORD be obligated to make any repairs or replacements of any items other than those installed by or at the expense of LANDLORD.

15.4 **TOTAL DESTRUCTION.** If at any time during the term hereof there is damage, whether or not an Insured Loss, (including destruction required by any authorized public authority), which falls into the classification of Property Total Destruction or Property Building Total Destruction, this Lease shall automatically terminate as of the date of such damage, unless within ten (10) days after such damage occurs LANDLORD shall notify TENANT that LANDLORD shall repair such damage and shall thereafter repair the damage within a reasonable time.

15.5 **DAMAGE NEAR END OF TERM.**

If at any time during the last two (2) months of the term hereof there is damage, whether or not an Insured Loss, which falls within the classification of Property Partial Damage, LANDLORD may at LANDLORD'S option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to TENANT of LANDLORD'S election to do so within thirty (30) days after the date of occurrence of such damage.

15.6 **ABATEMENT OF RENT: TENANT'S REMEDIES.**

(a) In the event of damage described elsewhere herein which LANDLORD or TENANT repairs or restores, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which TENANT'S use of the Premises is impaired. Except for abatement of rent, if any, TENANT shall have no claim against LANDLORD for any damage suffered by reason of any such damage, destruction, repair or restoration.

(b) If LANDLORD shall be obligated to repair or restore the Premises under the provisions elsewhere herein provided and shall not commence such repair or restoration within ninety (90) days after such obligation shall accrue, TENANT may at TENANT'S option cancel and terminate this Lease by giving LANDLORD written notice of TENANT'S election to do so at any time prior to the commencement of such repair or restoration. In such event this Lease shall terminate as of the date of such notice and TENANT shall have no other rights against LANDLORD.

15.7 **TERMINATION: ADVANCE PAYMENTS.** Upon termination hereof, an equitable adjustment shall be made concerning advance rent and any advance payments made by TENANT to LANDLORD. LANDLORD shall, in addition, return to TENANT so much of TENANT'S security deposit as has not theretofore been applied by LANDLORD.

15.8 **NON-LIABILITY.** LANDLORD shall not be liable for any inconvenience or interruption of business of TENANT occasioned by fire or other casualty, except to the extent of abatement by TENANT of rent obligations as provided hereunder.

ARTICLE 16 - PROPERTY TAXES

16.1 **DEFINITION OF "REAL PROPERTY TAXES"**. As used herein, the term "real property taxes" shall include any form of tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Premises by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, against any legal or equitable interest of LANDLORD in the Premises or in the real property of which the Premises is a part, or against LANDLORD'S right to rent or other income therefrom, or against LANDLORD'S business of leasing the Premises. The term "real property tax" shall also include any tax, fee, levy, assessment or charge (i) in substitution of, partially or totally, any tax, fee, levy, assessment or charge hereinabove included within the definition of "real property tax" or (ii) the nature of which was hereinbefore included within the definition of "real property tax," or (iii) which is imposed as a result of a transfer, either partial or total, of LANDLORD'S possessory interest in the Premises, or which is added to a tax or charge hereinbefore included within the definition of real property tax by reason of such transfer, or (iv) which is imposed by reason of this transaction, any modifications or changes hereto, or any transfers hereof. The term "real property tax" shall not include any income, estate or inheritance tax assessed against LANDLORD, documentary stamp tax imposed as a result of LANDLORD'S transfer of the fee interest in the Premises, or any sales tax on rent or other payments due from TENANT hereunder.

16.2 **PAYMENT OF TAXES.** LANDLORD shall pay the real property taxes, as elsewhere defined herein, applicable to the Premises throughout the lease term.

16.3 **PERSONAL PROPERTY TAXES.** TENANT shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of TENANT contained on the Premises or elsewhere or on any leasehold improvements made to the Premises by TENANT. When possible, TENANT shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of LANDLORD. If any of TENANT'S personal property shall be assessed with LANDLORD'S real property, TENANT shall pay LANDLORD the taxes attributable to TENANT'S personal property within ten (10) days after receipt of a written statement from LANDLORD setting forth the taxes applicable to TENANT'S property.

ARTICLE 17 - REPRESENTATIONS AND WARRANTIES

17.1 **TENANT.** TENANT hereby represents and warrants to LANDLORD that: (a) TENANT is a duly authorized corporation existing under the laws of Florida; (b) TENANT has the full right and authority to enter into this Lease; (c) each of the persons executing this Lease on behalf of TENANT is authorized to do so; and (d) this Lease constitutes a valid and legally binding obligation of TENANT, enforceable in accordance with its terms.

17.2 **LANDLORD.** LANDLORD represents and warrants to TENANT that: (a) LANDLORD is the fee simple owner of the Premises; (b) there are no agreements, contracts, covenants, conditions or exclusions which would, if exercised, prohibit the operation of the Premises for the Permitted Use; (c) LANDLORD is a duly authorized existing corporation under the laws of the State of Florida and is qualified to do business in the State of Florida; (d) LANDLORD has the full right and authority to enter into this Lease; (e) each of the persons executing this Lease on behalf of LANDLORD is authorized to do so; and (f) this Lease constitutes a valid and legally binding obligation on LANDLORD, enforceable in accordance with its terms.

ARTICLE 18 - NOTICES

(a) Except as provided in subsection (b) below, any notice, demand, request or other communication ("Notice") required or permitted to be given hereunder shall be in writing and shall be deemed given when mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to TENANT or to LANDLORD at the address noted below the signature of such party. Notice given by any other means shall be deemed given when actually received in writing. Either party may by notice to the other specify a different address for Notice purposes, which shall only be effective upon receipt, except that upon TENANT'S taking possession of the Premises, the Premises shall constitute TENANT'S address for Notice purposes. A copy of all Notices required or permitted to be given to LANDLORD hereunder shall be concurrently transmitted to such party or parties at such addresses as LANDLORD may from time to time hereafter designate by notice to TENANT.

(b) The TENANT hereby appoints as its agent to receive the service of all dispossessory or distraint proceedings and legal notices the person in charge of the Premises at the time, or occupying the Premises, and if there is no person in charge or occupying the Premises, than such service or notice may be made by attaching the same on the main entrance of the Premises.

ARTICLE 19 - ENVIRONMENTAL COMPLIANCE

19.1 **HAZARDOUS SUBSTANCE.** TENANT shall not use, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Premises, or transport to or from the Premises, any Hazardous Substance (as defined below), or allow any other person or entity to do so. TENANT shall keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in violation of, any Environmental Laws (as defined below).

19.2 **NOTICE TO LANDLORD.** TENANT shall give prompt notice to LANDLORD of (i) any proceeding or inquiry by any governmental authority (including without limitation the Florida Environmental Protection Agency or Florida Department of Health and Rehabilitative Services) with respect to the presence of any Hazardous Substance on the Premises or the migration thereof from or to other Premises; (ii) all claims made or threatened by any third party against TENANT, LANDLORD or the Premises relating to any loss or injury resulting from any Hazardous Substance; and (iii) TENANT'S discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any Environmental Law or any regulation adopted in accordance therewith.

19.3 **DEFINITIONS.** "Environmental Laws" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Premises, including without limitation the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time ("CERCLA"), 42 U.S.C. §§9601 et seq., and the Resource Conservation and Recovery Act of 1976, as amended from time to time ("RCRA"), 42 U.S.C. §§6901 et seq. The term "Hazardous Substance" shall include without limitation: (i) those substances included within the definition of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq., and in the regulations promulgated pursuant to said laws; (ii) those substances defined as "hazardous wastes" in any Florida Statute and in the regulations promulgated pursuant to any Florida Statute; (iii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iv) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations; and (v) any material, waste or substance which is (1) petroleum, (2) asbestos, (3) polychlorinated biphenyls, (4) designated as a "hazardous substance" pursuant to §311 of the Clean Water Act, 33 U.S.C. §§1251 et seq., or listed pursuant to §307 of the Clean Water Act, (5) flammable explosive, or (6) radioactive materials.

19.4 **LANDLORD'S RIGHT TO INSPECT.** LANDLORD shall have the right to inspect the Premises and audit TENANT'S operations thereon to ascertain TENANT'S compliance with the provisions of this Lease at any reasonable time, and TENANT shall provide periodic certifications to LANDLORD, upon request, that TENANT is in compliance with the environmental restrictions contained herein. LANDLORD shall have the right, but not the obligation, to enter upon the Premises and perform any obligation of TENANT hereunder of which TENANT is in default, including without limitation any remediation necessary due to environmental impact of TENANT'S operations on the Premises, without waiving or reducing TENANT'S liability for TENANT'S default hereunder.

19.5 **DURATION.** All of the terms and provisions of this Article shall survive expiration or termination of this Lease for any reason whatsoever.

ARTICLE 20 - ADDITIONAL TERMS

20.1 **RADON.** Radon is as naturally occurring radioactive gas that, when it has accumulated in as building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

The foregoing notice is provided pursuant to Section 404.056(5), Florida Statutes (2011), which requires that such notice be included in certain Real Estate documents.

20.2 **WAIVER.** The waiver by LANDLORD or TENANT of any breach or default of any term, covenant or condition shall not be deemed to be a waiver of any subsequent breach or default of the same or any other term, covenant or condition, nor shall the acceptance of Rent be

deemed to be a waiver of any such breach or default of such Rent. No term, covenant or condition of this Lease shall be deemed to have been waived by LANDLORD or TENANT, unless such waiver is in writing.

20.3 **BINDING EFFECT: CHOICE OF LAW.** Subject to any provision hereof restricting assignment or subletting by TENANT and subject to the provision regarding LANDLORD'S Liability, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Florida.

20.4 **QUIET ENJOYMENT.** Upon TENANT paying the rent for the Premises and observing and performing all the covenants, conditions and provisions on TENANT'S part to be observed and performed hereunder, TENANT shall have the right of quiet enjoyment of the Premises subject to the term, conditions, and covenants of this Lease.

20.5 **ATTORNEY'S FEES.** If either party brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to recover reasonable attorney's and legal assistant's fees and cost occurred in connection therewith, on appeal or otherwise, including those incurred in arbitration, mediation, administrative or bankruptcy proceedings and in enforcing any right to indemnity herein.

20.6 **NON-COMPETE.** TENANT shall not conduct any auctions or antique sales from the Premises.

ARTICLE 21 - 119.0701-Contracts; public records

21.1 (1) for purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall

enforce the contract provisions in accordance with the contract.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on June _____, 2022.

WITNESSES:

PARK STREET ANTIQUES CENTER, INC.
 A Florida corporation

By: _____
 Its: Treasurer
 9401 Bay Pines Boulevard St.
 Petersburg, FL 33708

“LANDLORD”

Clara Van Blum

Yara Hooley

CITY OF MADEIRA BEACH
 A Florida Municipal Corporation

By: _____
 Its: Mayor John B. Hendricks, Mayor
 300 Municipal Drive
 Madeira Beach, Florida 33708

“TENANT”

LEASE

BETWEEN

PARK STREET ANTIQUES CENTER, INC.
("LANDLORD")

AND

CITY OF MADEIRA BEACH
("TENANT")

LEASE

THIS LEASE is entered into by and between PARK STREET ANTIQUES CENTER, INC., a Florida corporation (“LANDLORD”) and CITY OF MADEIRA BEACH, a Florida Municipal Corporation (“TENANT”) and is to be effective as of the date of the signature of the party last below dated (the “Effective Date”).

ARTICLE 1 - GRANT OF TERM

1.1 **LEASED PREMISES.** In consideration of the rents, covenants, and agreements herein set forth, LANDLORD hereby leases to TENANT and TENANT hereby rents from LANDLORD that certain premises, the street address of which is 5050 94th Street, St. Petersburg, Florida 33708, containing approximately 6000 square feet (the “Premises”), together with all easements, rights and privileges appurtenant thereto.

1.2 **TERM.** The term hereof shall be for one (1) year commencing on October 1, 2023, at which time the TENANT shall be given exclusive possession of the Premises, ("Commencement Date") and ending on September 30, 2024, with four (4) One (1) year renewal Options. TENANT shall notify LANDLORD in writing two months prior to the end of each year’s Lease that TENANT intends to exercise the Option to renew the Lease for one year. It is understood and agreed that LANDLORD shall give the TENANT access to the Premises for purposes of investigation and planning immediately upon the mutual execution of this Lease Agreement.

ARTICLE 2 - RENT

2.1 **RENT PAYMENT. PRORATION AND SALES TAXES.** All rental payments due hereunder shall be paid without notice or demand, and without abatement, deduction or set off for any reason unless specifically provided herein. Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly rent installment based on the number of days in such period and the number of days in the month in question. Rent shall be payable in lawful money of the United States to LANDLORD at the address stated herein or to such other persons or at such other places as LANDLORD may designate in writing. In addition, TENANT shall pay to LANDLORD all sales and use taxes imposed by the State of Florida or any other governmental authority from time to time, upon said rent and any other charges hereunder upon which sales and use taxes are imposed.

2.2 **NO WAIVER.** The acceptance by the LANDLORD of monies from the TENANT as rent or other sums due shall not be an admission of the accuracy or the sufficiency of the amount of such rent or other sums due nor shall it be deemed a waiver by LANDLORD of any right or claim to additional or further rent or other sums due.

2.3 **SECURITY DEPOSIT.** Upon signing of the Lease, TENANT shall pay a security deposit of \$-0-. This security deposit will be refunded thirty days after the end of the final Lease Term after the Premises has been inspected by LANDLORD for damage.

2.4 **MONTHLY RENT AMOUNTS.** TENANT shall pay to LANDLORD as rent for the Premises during the term hereof monthly payments of net rent, in advance, on or before the First day of each month, in accordance with the following schedule.

Year	Payment Amount
2023/2024	\$3,100.00/month
2024/2025	\$3,200.00/month
2025/2026	\$3,300.00/month
2026/2027	\$3,340.00/month

ARTICLE 3 - UTILITIES

3.1 **INSTALLATION.** TENANT shall contract in its own name for all electric and telephone service, and all other utilities furnished to the Premises. TENANT will be responsible for their use of water each month which will be calculated by deducting the average LANDLORD monthly usage (approximately \$300 - \$350 per month) from the water bill and TENANT will be responsible for the balance.

3.2 **PAYMENT.** TENANT shall promptly pay for all heat, electricity, gas, telephone, garbage collection, water and sewer charges, and all other utilities and services consumed in connection with the premises, together with any taxes thereon. If charges to be paid by TENANT hereunder are not paid when due and LANDLORD elects to pay same, interest shall accrue thereon from the date paid by LANDLORD and shall bear interest at the maximum rate then allowed by law (the "Default Rate"), and such charges and interest shall be added to the subsequent month's rent and shall be collectible from TENANT in the same manner as rent. LANDLORD shall not be liable for damage to TENANT'S business and/or inventory or for any other claim by TENANT resulting from an interruption in utility services.

ARTICLE 4 - CONDUCT OF BUSINESS BY TENANT

4.1 **USE OF LEASED PREMISES.** The Premises shall be used and occupied by TENANT for the purpose of storing city garbage trucks, city vehicles and equipment related to TENANT'S business (the "Permitted Use") and for no other purpose. Without limiting the foregoing, TENANT shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant at the premises, shall tend to disturb or interfere with the rights of such other tenants. TENANT may not change its operating format on the Premises without the prior written consent of the LANDLORD. TENANT shall keep the Premises neat, clean, sanitary and reasonably free from dirt, rubbish, insects and pests at all times. TENANT shall not operate an incinerator or burn trash or garbage within the Premises.

4.2 **COMPLIANCE WITH LAW AND RESTRICTIONS.** TENANT shall, at TENANT'S expense, execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city government, and of any and all of their departments and bureaus, applicable to the Premises, as well as all covenants and restrictions of

record, and other requirements in effect during the term or any part thereof, which regulate the use by TENANT of the Premises.

4.3 **CONDITION OF PROPERTY: LETTER OF ACCEPTANCE.** The Premises is being Leased in its "AS-IS" condition. By taking possession of the Premises, TENANT shall be deemed to have accepted the Premises, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, as suitable for TENANTS intended purposes, and in compliance with all terms and provisions hereof. TENANT acknowledges that neither LANDLORD nor LANDLORD'S agent has made any representation or warranty as to the present or future suitability of the Premises for the conduct of TENANT'S business. Within ten (10) days after request of LANDLORD, TENANT agrees to give LANDLORD a letter certifying that the TENANT has accepted delivery of the Premises, and the condition of the Premises complies with LANDLORD'S covenants and obligations hereunder.

ARTICLE 5 - LIENS

TENANT shall have no power to subject LANDLORD'S interest in the Premises to construction or materialmen's liens of any kind. The existence of any such lien, which lien is not discharged by TENANT, or bonded off within thirty (30) days, shall be a material breach of this Lease. All contracts for work on the Premises performed on behalf of TENANT must contain a waiver of lien by TENANT'S contractor against the LANDLORD'S interest in the Premises. All persons performing work, labor or supplying materials at the Premises on behalf of TENANT shall look solely to the interest of the TENANT and not to that of the LANDLORD for payment and for any legal fees and court costs. LANDLORD shall have the right, but not the obligation, to discharge or transfer to bond any lien filed against the Premises by the TENANT'S contractor that has not been discharged or transferred to bond within thirty (30) days from the filing thereof and any reasonable cost or expense, including reasonable attorney's fees, incurred by LANDLORD as a result thereof shall immediately be due and payable and if not paid by TENANT with fifteen (15) days shall constitute a default under this Lease.

ARTICLE 6 - MAINTENANCE OF LEASED PREMISES

6.1 **MAINTENANCE.** LANDLORD shall, at LANDLORD'S sole cost and expense, maintain the Premises and all components thereof throughout the lease term, in good, safe and clean order, condition and repair, including without limitation the building interior and exterior, roof, all plumbing, heating, air conditioning, ventilating, and electrical facilities and all components thereof. If LANDLORD fails to perform its obligations under this Article or under any other article hereof, TENANT may at its option terminate this Lease.

6.2 **LANDLORD'S RESPONSIBILITY.** The LANDLORD shall only be responsible for the integrity of the building structure, and any other requirements as governed by Florida or Federal Law.

6.3 **BUILDING SERVICES.** TENANT shall be responsible for all costs and deposits associated with any service of any nature whatsoever relating to the use and operation of the Premises.

6.4 **PLATE GLASS.** TENANT shall maintain all plate glass, if any, within or on the perimeter of the Premises.

6.5 **CONDITION OF PREMISES UPON TERMINATION OF LEASE.** On the last day of the term hereof, or on any sooner termination, TENANT shall surrender the Premises to LANDLORD in the same condition as received, ordinary wear and tear excepted, clean and free of debris. TENANT'S machinery, furniture, fixtures and equipment may be removed by TENANT upon expiration of the lease term. TENANT shall repair any damage to the Premises caused by the installation or removal of its trade fixtures, furnishings and equipment. Upon termination of this Lease for any cause whatsoever, if TENANT fails to remove its effects, they shall be deemed abandoned, and LANDLORD may, at its option, remove the same in any manner that the LANDLORD shall choose, store them without liability to the TENANT for loss thereof, and the TENANT agrees to pay the LANDLORD on demand any and all expenses incurred in such removal, including court costs, attorney's fees and storage charges for any length of time the same shall be in the LANDLORD'S possession, or the LANDLORD may, at its option, without notice, sell said effects or any part of the same at a private sale and without legal process for such price as the LANDLORD may obtain, and apply the proceeds of such sale upon the amounts due under this Lease from the TENANT to LANDLORD and upon the expenses incident to the removal and sale of said effects. TENANT shall deliver all keys and combinations to locks within the Premises to LANDLORD upon termination of this Lease for any reason. TENANT'S obligations to perform under this provision shall survive the end of the lease term.

ARTICLE 7-ALTERATIONS AND ADDITIONS

7.1 **LANDLORD'S CONSENT REQUIRED.** TENANT shall not, without LANDLORD'S prior written consent, make any alterations, improvements, or additions in, on, or to the Premises. Further, any contractor or person making any alterations, improvements, additions or utility installations in, on, or to the Premises must first be approved in writing by LANDLORD. LANDLORD, at its option, may require TENANT to provide LANDLORD, at TENANT'S sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure LANDLORD against any liability for construction liens and to insure completion of the work. LANDLORD may require that TENANT remove any or all of said alterations, improvements, or additions at the expiration of the term, and restore the Premises to its prior condition. Should TENANT make any alterations, improvements, or additions without the prior approval of LANDLORD, in addition to all other remedies of LANDLORD for TENANT'S breach, LANDLORD may require that TENANT remove any or all of the same.

7.2 **PERMITS AND PLANS.** Any alteration, improvement, addition or utility installation in or to the Premises that TENANT shall desire to make shall be presented to LANDLORD for approval in written form, with proposed detailed plans. If LANDLORD shall give its consent, the consent shall be deemed conditioned upon TENANT acquiring all necessary permits to do the work from appropriate governmental agencies, the furnishing of a copy thereof to LANDLORD prior to the commencement of the work, the compliance by TENANT with all conditions of said permits in a prompt and expeditious manner, and, if applicable, TENANT'S conducting its work so as not to interfere with any other TENANTS of the building in which the Premises is located.

7.3 **HOLD HARMLESS.** TENANT shall pay, when due, all claims for labor or materials furnished for TENANT, at or for use in the Premises, which claims are or may be secured by any construction lien against the Premises or any interest therein.

7.4 **PROPERTY OF LANDLORD.** Unless LANDLORD requires their removal, all alterations, improvements, or additions made on the Premises shall become the property of LANDLORD and remain upon and be surrendered with the Premises at the expiration of the lease term without compensation to TENANT.

7.5 **LANDLORD'S INTEREST NOT SUBJECT TO LIENS.** As provided in §713.10, Florida Statutes, the interest of LANDLORD shall not be subject to liens for improvements made by TENANT, and TENANT shall notify any contractor making such improvements of this provision. An appropriate notice of this provision may be recorded by LANDLORD in the Public Records of Pinellas County, Florida, in accordance with said statute, without TENANT'S joinder.

ARTICLE 8 –INDEMNITY

8.1 **INDEMNITY.** TENANT shall indemnify and hold harmless LANDLORD from and against any and all injury, expenses, damages and claims arising from TENANT'S use of the premises, whether due to damage to the premises, claims for injury to the person or property of any other TENANT of the building (if applicable) or any other person rightfully in or about the premises, from the conduct of TENANT's business or from any activity, work or things done, permitted or suffered by TENANT or its agents, servants, employees, licenses, customers, or invitees in or about the premises or elsewhere or consequent upon or arising from TENANT'S failure to comply with applicable laws, statues, ordinances or regulations, and TENANT shall further indemnify and hold harmless LANDLORD from and against any and all such claims and from and against all costs, attorney's fees, expenses and liabilities incurred in the investigation, handling or defense of any such claim or any action or proceeding brought in connection therewith by a third person or any governmental authority: and in case any action or proceeding is brought against LANDLORD by reason of any such claim, TENANT upon notice from LANDLORD shall defend the same at TENANT's expense by counsel satisfactory to LANDLORD. This indemnity shall not require payment as a condition precedent to recovery.

8.2 **EXEMPTION OF LANDLORD FROM LIABILITY.** TENANT hereby agrees that LANDLORD shall not be liable for injury to TENANT's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of TENANT, TENANT's employees, invitees, customers, or any other person in or about the premises, whether such damage or injury is cause by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or there defects of pipes, sprinklers, wire, appliances, plumbing, air conditions or light fixtures, or from any other cause, whether the said damage or injury results from latent defects or there conditions arising upon the premises or upon other portions of the building(s) of which the premises is a part, or from other sources or places regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to TENANT. LANDLORD shall not be liable for any damages arising from any act or neglect of any other TENANT of the building in which the premises is located.

ARTICLE 9 - ASSIGNMENT AND SUBLETTING

9.1 **LANDLORD'S CONSENT REQUIRED.** TENANT shall not voluntarily or by operation of law assign, mortgage, sublet, or otherwise transfer or encumber all or any part of TENANT'S interest in this Lease or in the Premises or TENANT'S possession thereof without LANDLORD'S prior written consent. Any attempted assignment, transfer, mortgage, encumbrance or subletting without LANDLORD'S consent shall be void, and shall constitute a breach hereof. No term or provision contained elsewhere herein shall be deemed to limit LANDLORD'S absolute right to withhold consent to any proposed transfer or encumbrance of TENANT'S interest in LANDLORD'S absolute discretion and for any reason whatsoever. If TENANT desires to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify LANDLORD of its desire to do so and shall submit in writing to LANDLORD; (i) the name of the proposed assignee or subtenant; (ii) the nature of the proposed assignee's or subtenant's business to be conducted on the Premises; (iii) the terms of the proposed assignment or sublease; and (iv) such financial information as LANDLORD may reasonably request concerning the proposed assignee or subtenant.

9.2 **NO RELEASE OR WAIVER.** Regardless of LANDLORD'S consent, no subletting or assignment shall release TENANT from TENANT'S obligation or alter the primary liability of TENANT to pay the rent and to perform all other obligations to be performed by TENANT hereunder. The acceptance of rent by LANDLORD from any other person shall not be deemed to be a waiver by LANDLORD of any provision hereof Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of TENANT or any successor of TENANT in the performance of any of the terms hereof, LANDLORD may proceed directly against TENANT without the necessity of exhausting remedies against said assignee. LANDLORD may consent to subsequent assignments or subletting hereof or amendments or modifications to this Lease with assignees of TENANT, without notifying TENANT, or any successor of TENANT, and without obtaining its or their consent thereto and such action shall not relieve TENANT of liability hereunder.

9.3 **EFFECT OF TRANSFER.** The voluntary or other surrender hereof by TENANT or a mutual cancellation hereof shall not work a merger of the interests of the parties hereunder and shall at the option of LANDLORD terminate any or all subleases or sub tenancies or shall operate as an assignment to LANDLORD of such subleases or sub tenancies. If TENANT is a corporation, unincorporated association or partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership in the aggregate in excess of twenty-five percent (25%) or resulting in a change in management control shall be deemed an assignment within the meaning and provisions elsewhere herein provided.

9.4 **ATTORNEY'S FEES.** In the event TENANT shall assign or sublet the Premises or request the consent of LANDLORD to any assignment or subletting or if TENANT shall request the consent of LANDLORD for any act TENANT proposes to do, then TENANT shall pay LANDLORD'S reasonable attorney's fees and costs incurred in connection with each such request. Further, in connection with any action taken by LANDLORD to enforce the terms, provisions and conditions of this lease, LANDLORD shall be entitled to recover any cost incurred relating to such action, including its reasonable attorneys fees.

9.5 **RIGHT OF RECAPTURE.** At any time within thirty (30) days after LANDLORD'S receipt of the proposed notice of sublease or assignment request as hereinabove

provided, LANDLORD may by written notice to TENANT elect to sublease the Premises or the portion thereof proposed to be subleased by TENANT, or to take an assignment of TENANT'S estate hereunder or such part thereof as shall be specified in said notice, on the same terms and conditions as those contained in said notice.

9.6 **ASSUMPTION AGREEMENT.** Any assignee of TENANT shall assume TENANT'S obligations hereunder and deliver to LANDLORD an assumption agreement in a form reasonably satisfactory to LANDLORD no less than ten (10) days after the effective date of the proposed assignment.

ARTICLE 10 – DEFAULT

10.1 **DEFAULT OF TENANT.** The occurrence of any one or more of the following events shall constitute a material default or breach hereof by the TENANT. TENANT shall be deemed in default of its obligations under this Lease upon the occurrence of any one or more of the following:

- (a) The vacating or abandonment of the Premises by TENANT;
- (b) TENANT'S failure to make any payment of Rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of fifteen (15) days after written notice thereof from LANDLORD to TENANT. In the event that LANDLORD serves TENANT with a notice to pay rent or vacate pursuant to applicable unlawful detainer or other statutes, such notice shall also constitute the notice required by this subsection;
- (c) TENANT'S continued failure to perform any other covenant, promise, or obligation of this Lease for a period of more than thirty (30) days after written notice thereof by LANDLORD to TENANT, except that this thirty (30) day period shall be extended for a reasonable period of time if the alleged default is not reasonably capable of cure within said thirty (30) day period and TENANT proceeds to diligently cure the default;
- (d) TENANT becomes a "debtor" as defined under the Federal Bankruptcy Code or any successor statute thereto or any other statute affording debtor relief, whether state or federal, (unless, in the case of a petition filed against TENANT, the same is dismissed within thirty (30) days), or admits in writing its present or prospective insolvency or inability to pay its debts as they mature, or is unable to or does not pay a material portion (in numbers or dollar amount) of its debts as they mature;
- (e) The appointment of a trustee or receiver to take possession of all or a substantial portion of TENANT'S assets located at the Premises or of TENANT'S interest in this Lease;
- (f) The attachment, execution or other judicial seizure of all or a substantial portion of TENANT'S assets located at the Premises or of TENANT'S interest in the Lease;
- (g) The entry of a judgment against TENANT which affects TENANT'S ability to conduct its business in the ordinary course; provided, however, to the extent that any provision of this subsection is contrary to any applicable law, such provision shall be of no force or effect to such extent only;

(h) The sale of TENANT'S interest under this Lease by execution or other legal process;

(i) TENANT'S making of any general arrangement or assignment of this Lease for the benefit of creditors;

(j) Any sale, transfer, assignment, subleasing, concession, license, or other disposition prohibited elsewhere herein;

(k) TENANT shall do or permit to be done anything that creates a lien upon the Premises and shall fail to obtain the release or any such lien or bond or of any such lien as required herein.

(l) The discovery by LANDLORD that any financial statement, warranty, representation or other information given to LANDLORD by TENANT, any assignee of TENANT, any subtenant of Tenant, any successor in interest of TENANT or any guarantor of TENANT'S obligation hereunder, in connection with this Lease, was materially false or misleading when furnished; or

(m) The failure by TENANT, at any time throughout the term of this Lease, to make Rent payments, when due, on three (3) or more separate occasions during any twelve (12) month period, regardless of whether or not such prior defaults have been cured.

10.2 LANDLORD'S REMEDIES. In the event of any default or breach hereof by TENANT, LANDLORD may (but shall not be obligated) at any time thereafter, with or without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach:

(a) Terminate TENANT'S right to possession of the Premises by any lawful means, in which case this Lease shall terminate, and TENANT shall immediately surrender possession of the Premises to LANDLORD. In such event LANDLORD shall be entitled to recover from TENANT all damages incurred by LANDLORD by reason of TENANT'S default, including accrued rent, accelerated rent through the end of the lease term, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, and reasonable attorney's fees;

(b) Reenter and take possession of the Premises and relet or attempt to relet same for TENANT'S account, holding TENANT liable in damages for all expenses incurred by LANDLORD in any such reletting and for any difference between the amount of rents received from such reletting and those due and payable under the terms hereof. In the event LANDLORD relets the Premises, LANDLORD shall have the right to lease the Premises or portions thereof for such periods of time and such rentals and for such use and upon such covenants and conditions as LANDLORD, in its sole discretion, may elect, and LANDLORD may make such repairs and improvements to the Premises as LANDLORD may deem necessary. LANDLORD shall be entitled to bring such actions or proceedings for the recovery of any deficits due to LANDLORD as it may deem advisable, without being obliged to wait until the end of the term, and commencement or maintenance of any one or more actions shall not bar LANDLORD from bringing other or subsequent actions for further accruals, nor shall anything done by LANDLORD

pursuant to this subsection limit or prohibit LANDLORD'S right at any time to pursue other remedies of LANDLORD hereunder;

(c) Declare all rents and charges due hereunder immediately due and payable, and thereupon all such rents and fixed charges to the end of the term shall thereupon be accelerated, and LANDLORD may, at once, take action to collect the same by distress or otherwise. In the event of acceleration of rents and other charges due hereunder which cannot be exactly determined as of the date of acceleration and/or judgment, the amount of said rent and charges shall be as determined by LANDLORD in a reasonable manner based on information such as previous fluctuations in the C.P.I. and the like;

(d) Perform any of TENANT'S obligations on behalf of TENANT in such manner as LANDLORD shall deem reasonable, including payment of any moneys necessary to perform such obligation or obtain legal advice, and all expenses incurred by LANDLORD in connection with the foregoing, as well as any other amounts necessary to compensate LANDLORD for all detriment caused by TENANT'S failure to perform which in the ordinary course would be likely to result therefrom, shall be immediately due and payable from TENANT to LANDLORD, with interest at the Default Rate; such performance by LANDLORD shall not cure the default of TENANT hereunder and LANDLORD may proceed to pursue any or all remedies available to LANDLORD on account of TENANT'S default; if necessary LANDLORD may enter upon the Premises after ten (10) days' prior written notice to TENANT, except in the case of emergency, in which case no notice shall be required, perform any of TENANT'S obligations of which TENANT is in default; and/or

(e) Pursue any other remedy now or hereafter available to LANDLORD under state or federal laws or judicial decisions. Unpaid installments of rent and other unpaid monetary obligations of TENANT under the terms hereof shall bear interest from the date due at the Default Rate.

10.3 **NO WAIVER.** No reentry or taking possession of the Premises by LANDLORD shall be construed as an election on its part to terminate this Lease, accept a surrender of the Premises or release TENANT from any obligations hereunder, unless a written notice of such intention be given to TENANT. Notwithstanding any such reletting or reentry or taking possession, LANDLORD may at any time thereafter elect to terminate this Lease for a previous default Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LANDLORD hereunder or of any damages accruing to LANDLORD by reason of the violation of any of the terms, provisions and covenants herein contained. LANDLORD'S acceptance of rent or additional rent following any event of default hereunder shall not be construed as LANDLORD'S waiver of such event of default No waiver by LANDLORD of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other or subsequent violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by LANDLORD to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other or subsequent violation or default. The loss or damage that LANDLORD may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of

repossession and any repairs or remodeling undertaken by LANDLORD following possession. Should LANDLORD at any time terminate this Lease for any default, in addition to any other remedy LANDLORD may have, LANDLORD may recover from TENANT all damages LANDLORD may incur by reason of such default, including the cost of recovering the Premises and the loss of rent for the remainder of the Lease term. LANDLORD'S consent to or approval of any act shall not be deemed to render unnecessary the obtaining of LANDLORD'S consent to or approval of any subsequent act by TENANT. The delivery of keys to any employee or agent of LANDLORD shall not operate as a termination hereof or a surrender of the Premises.

10.4 **LATE CHARGES.** TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent and other sums due hereunder will cause LANDLORD to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on LANDLORD by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from TENANT shall not be received by LANDLORD or LANDLORD'S designee within five (5) days after such amount shall be due, then, without any requirement for notice to TENANT, TENANT shall pay to LANDLORD a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs LANDLORD will incur by reason of late payment by TENANT. Acceptance of such late charge by LANDLORD shall in no event constitute a waiver of TENANT'S default with respect to such overdue amount, nor prevent LANDLORD from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of rent, then rent shall automatically become due and payable quarterly in advance, rather than monthly, notwithstanding any other provision hereof to the contrary. The parties agree that the payment of late charges and the payment of interest as provided elsewhere herein are distinct and separate from one another in that the payment of interest is to compensate LANDLORD for the use of LANDLORD'S money by TENANT and the payment of late charges is to compensate LANDLORD for administrative and other expenses incurred by LANDLORD.

10.5 **INTEREST ON PAST-DUE OBLIGATIONS.** Except as expressly herein provided, any amount due to LANDLORD not paid when due bears interest at the annual rate of 4.75% from the date due. Payment of such interest shall not excuse or cure any default by TENANT under this Lease, provided, however, that interest shall not be payable on late charges incurred by TENANT. Notwithstanding any other term or provision hereof, in no event shall the total of all amounts paid hereunder by TENANT and deemed to be interest exceed the amount permitted by applicable usury laws, and in the event of payment by TENANT of interest in excess of such permitted amount, the excess shall be applied towards damages incurred by LANDLORD or returned to TENANT, at LANDLORD'S option.

10.6 **DEFAULT BY LANDLORD.** LANDLORD shall not be in default unless LANDLORD fails to perform obligations required of LANDLORD within a reasonable time, but in no event later than thirty (30) days after written notice by TENANT to LANDLORD specifying the obligation that LANDLORD has failed to perform; provided, however, that if the nature of LANDLORD'S obligation is such that more than thirty (30) days are required for performance, then LANDLORD shall not be in default if LANDLORD commences performance within such

30- day period and thereafter diligently prosecutes the same to completion. Notwithstanding any other provision hereof, LANDLORD shall not be in default hereunder for failure to perform any act required of LANDLORD where such failure is due to inability to perform on account of strike, laws, regulations or requirements of any governmental authority, or any other cause whatsoever beyond LANDLORD'S control, nor shall TENANT'S rent be abated by reason of such inability to perform.

ARTICLE 11 - ACCESS BY LANDLORD

LANDLORD and LANDLORD'S agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, posting notices of non-responsibility, showing the same to prospective purchasers, lenders, or tenants, performing any obligation of TENANT hereunder of which TENANT is in default, and making such alterations, repairs, improvements or additions to the Premises or to the building of which it is a part as LANDLORD may deem necessary or desirable, all without being deemed guilty of an eviction of TENANT and without abatement of rent, and LANDLORD may erect scaffolding and other necessary structures where reasonably required by the character of any work performed, provided that the business of TENANT shall be interfered with as little as reasonably practicable. TENANT hereby waives any claims for damages for any injury to or interference with TENANT'S business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, LANDLORD shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding TENANT'S vaults and safes, if any, and LANDLORD shall have the right to use any and all means which LANDLORD may deem proper to open said doors in an emergency in order to obtain entry to the Premises, and any entry to the Premises obtained by LANDLORD by any of said means shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of TENANT from the Premises or any portion thereof. No provision hereof shall be construed as obligating LANDLORD to perform any repairs, alterations or to take any action not otherwise expressly agreed to be performed or taken by LANDLORD. LANDLORD may, at any time, place on or about the Premises any ordinary "For Sale" signs and LANDLORD may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to TENANT.

ARTICLE 12 - TENANT'S PROPERTY

12.1 **PROPERTY.** TENANT shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the term of this Lease against personal property of any kind owned by or placed in, upon or about the Premises by TENANT.

12.2 **LOSS OR DAMAGE.** Except as provided herein, LANDLORD shall not be liable for any loss or damage to property of TENANT or of others located on the Premises, by theft or otherwise, unless such damage or loss is caused by the act or failure to act of LANDLORD. LANDLORD shall not be liable for any claims arising from damage to property located in or on the Premises resulting from fire, explosion, gas or electrical malfunction, water damage or leakage, unless said damage results from the actions or failure to act of LANDLORD, its agents, employees or contractors (acting within the scope of their agency, employment or contract). LANDLORD

shall not be liable to TENANT for any damages caused by other persons in the Premises, or by public or quasi-public work on adjacent property, unless such damage is caused by the act or failure to act of LANDLORD.

ARTICLE 13 - SURRENDER OF PREMISES, HOLDING OVER

13.1 **SURRENDER OF PREMISES.** Within thirty (30) days after the expiration of this Lease and all extensions and renewals hereof, TENANT shall surrender the Premises in the same condition as they existed upon the Commencement Date, reasonable wear and tear excepted, and shall surrender all keys for the Premises to LANDLORD.

13.2 **HOLDING OVER.** This Lease and the tenancy created shall cease and terminate at the end of the original term hereof, unless extended as provided herein, without the necessity of notice, and TENANT hereby waives notice and agrees that LANDLORD shall be entitled to summary recovery of the Premises.

If TENANT, with LANDLORD'S consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions hereof pertaining to the obligations of TENANT, but all options and rights of first refusal, if any, granted under the terms hereof shall be deemed terminated and be of no further effect during said month to month tenancy. If TENANT shall hold over without LANDLORD'S express written consent, TENANT shall become a tenant at sufferance and rental shall be due at the higher of (1) the then prevailing market rate as determined by LANDLORD in its absolute discretion, or (2) twice the rent payable immediately prior to the expiration of the term. The foregoing provisions shall not limit LANDLORD'S rights hereunder or provided by law in the event of TENANT'S default.

ARTICLE 14 - CONDEMNATION

If the Premises or any portion thereof is taken under the power of eminent domain or sold under the threat of the exercise of said power (either of which is herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than twenty percent (20%) of the floor area of Premises is taken by condemnation, either party may terminate this Lease by notice to the other, in writing, only within ten (10) days after LANDLORD shall have given TENANT written notice of such condemnation or pending condemnation (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession), such termination to take effect as of the date the condemning authority takes possession. If neither party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area taken bears to the total floor area of the Premises, and TENANT shall have no other rights or remedies as a result of such condemnation. Any award or payment made in connection with a condemnation shall be the property of LANDLORD, whether such award shall be made in settlement of contemplated condemnation proceedings or as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance or other damages; provided, however, that TENANT shall be entitled to any separate award made to TENANT which does not diminish LANDLORD'S award, such as for loss of or damage to TENANT'S trade fixtures and removable personal property and TENANT'S moving expenses. In the event that this Lease is not terminated

by reason of such condemnation, LANDLORD shall, to the extent of severance damages received by LANDLORD in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that TENANT has been reimbursed therefor by the condemning authority. TENANT shall pay any amount in excess of such severance damages required to complete such repair. LANDLORD shall in no event be obligated to repair or replace any items other than those installed by or at the expense of LANDLORD.

ARTICLE 15 - DESTRUCTION OF PREMISES

15.1 DEFINITIONS.

(a) "Property Partial Damage" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is less than 50% of the fair market value of the Premises immediately prior to such damage or destruction, or if applicable, damage or destruction to the building of which the Premises is a part to the extent that the cost of repair is less than 50% of the fair market value of such building as a whole immediately prior to such damage or destruction.

(b) "Property Total Destruction" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is 50% or more of the fair market value of the Premises immediately prior to such damage or destruction, or if applicable, damage or destruction to the building of which the Premises is a part to the extent that the cost of repair is 50% or more of the fair market value of such building as a whole immediately prior to such damage or destruction.

(c) "Insured Loss" shall herein mean damage or destruction which was caused by an event required to be covered by the insurance as hereinabove provided.

15.2 **PROPERTY DAMAGE - INSURED LOSS.** Subject to the provisions set out elsewhere herein relating to damage near the end of the term hereof, if at any time during the term hereof there is damage which is an Insured Loss and which falls into the classification of Property Partial Damage, then LANDLORD shall, at LANDLORD'S sole cost, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. In no event shall LANDLORD be obligated to make any repairs or replacements of any items other than those installed by or at the expense of LANDLORD, or to repair any damage except to the extent proceeds of insurance are available for such purpose.

15.3 **PARTIAL DAMAGE - UNINSURED LOSS.** Subject to the provisions set out elsewhere herein relating to damage near the end of the term hereof, if at any time during the term hereof there is damage which is not an Insured Loss and which falls within the classification of Property Partial Damage, unless caused by a negligent or willful act of TENANT (in which event TENANT shall make the repairs at TENANT'S expense), LANDLORD may at LANDLORD'S option either (i) repair such damage as soon as reasonably possible at LANDLORD'S expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to TENANT within thirty (30) days after the date of the occurrence of such damage of LANDLORD'S intention to cancel and terminate this Lease, as of the date of the occurrence of such damage. In the event LANDLORD elects to give such notice of LANDLORD'S intention to cancel and terminate this Lease, TENANT shall have the right within ten (10) days after the receipt of such notice to give written notice to LANDLORD of TENANT'S intention to repair such damage at TENANT'S expense, without reimbursement from LANDLORD, in which event this

Lease shall continue in full force and effect, and TENANT shall proceed to make such repairs as soon as reasonably possible. If TENANT does not give such notice within such 10-day period, this Lease shall be canceled and terminated as of the date of the occurrence of such damage. In no event shall LANDLORD be obligated to make any repairs or replacements of any items other than those installed by or at the expense of LANDLORD.

15.4 **TOTAL DESTRUCTION.** If at any time during the term hereof there is damage, whether or not an Insured Loss, (including destruction required by any authorized public authority), which falls into the classification of Property Total Destruction or Property Building Total Destruction, this Lease shall automatically terminate as of the date of such damage, unless within ten (10) days after such damage occurs LANDLORD shall notify TENANT that LANDLORD shall repair such damage and shall thereafter repair the damage within a reasonable time.

15.5 **DAMAGE NEAR END OF TERM.**

If at any time during the last two (2) months of the term hereof there is damage, whether or not an Insured Loss, which falls within the classification of Property Partial Damage, LANDLORD may at LANDLORD'S option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to TENANT of LANDLORD'S election to do so within thirty (30) days after the date of occurrence of such damage.

15.6 **ABATEMENT OF RENT: TENANT'S REMEDIES.**

(a) In the event of damage described elsewhere herein which LANDLORD or TENANT repairs or restores, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which TENANT'S use of the Premises is impaired. Except for abatement of rent, if any, TENANT shall have no claim against LANDLORD for any damage suffered by reason of any such damage, destruction, repair or restoration.

(b) If LANDLORD shall be obligated to repair or restore the Premises under the provisions elsewhere herein provided and shall not commence such repair or restoration within ninety (90) days after such obligation shall accrue, TENANT may at TENANT'S option cancel and terminate this Lease by giving LANDLORD written notice of TENANT'S election to do so at any time prior to the commencement of such repair or restoration. In such event this Lease shall terminate as of the date of such notice and TENANT shall have no other rights against LANDLORD.

15.7 **TERMINATION: ADVANCE PAYMENTS.** Upon termination hereof, an equitable adjustment shall be made concerning advance rent and any advance payments made by TENANT to LANDLORD. LANDLORD shall, in addition, return to TENANT so much of TENANT'S security deposit as has not theretofore been applied by LANDLORD.

15.8 **NON-LIABILITY.** LANDLORD shall not be liable for any inconvenience or interruption of business of TENANT occasioned by fire or other casualty, except to the extent of abatement by TENANT of rent obligations as provided hereunder.

ARTICLE 16 - PROPERTY TAXES

16.1 **DEFINITION OF "REAL PROPERTY TAXES"**. As used herein, the term "real property taxes" shall include any form of tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Premises by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, against any legal or equitable interest of LANDLORD in the Premises or in the real property of which the Premises is a part, or against LANDLORD'S right to rent or other income therefrom, or against LANDLORD'S business of leasing the Premises. The term "real property tax" shall also include any tax, fee, levy, assessment or charge (i) in substitution of, partially or totally, any tax, fee, levy, assessment or charge hereinabove included within the definition of "real property tax" or (ii) the nature of which was hereinbefore included within the definition of "real property tax," or (iii) which is imposed as a result of a transfer, either partial or total, of LANDLORD'S possessory interest in the Premises, or which is added to a tax or charge hereinbefore included within the definition of real property tax by reason of such transfer, or (iv) which is imposed by reason of this transaction, any modifications or changes hereto, or any transfers hereof. The term "real property tax" shall not include any income, estate or inheritance tax assessed against LANDLORD, documentary stamp tax imposed as a result of LANDLORD'S transfer of the fee interest in the Premises, or any sales tax on rent or other payments due from TENANT hereunder.

16.2 **PAYMENT OF TAXES.** LANDLORD shall pay the real property taxes, as elsewhere defined herein, applicable to the Premises throughout the lease term.

16.3 **PERSONAL PROPERTY TAXES.** TENANT shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of TENANT contained on the Premises or elsewhere or on any leasehold improvements made to the Premises by TENANT. When possible, TENANT shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of LANDLORD. If any of TENANT'S personal property shall be assessed with LANDLORD'S real property, TENANT shall pay LANDLORD the taxes attributable to TENANT'S personal property within ten (10) days after receipt of a written statement from LANDLORD setting forth the taxes applicable to TENANT'S property.

ARTICLE 17 - REPRESENTATIONS AND WARRANTIES

17.1 **TENANT.** TENANT hereby represents and warrants to LANDLORD that: (a) TENANT is a duly authorized corporation existing under the laws of Florida; (b) TENANT has the full right and authority to enter into this Lease; (c) each of the persons executing this Lease on behalf of TENANT is authorized to do so; and (d) this Lease constitutes a valid and legally binding obligation of TENANT, enforceable in accordance with its terms.

17.2 **LANDLORD.** LANDLORD represents and warrants to TENANT that: (a) LANDLORD is the fee simple owner of the Premises; (b) there are no agreements, contracts, covenants, conditions or exclusions which would, if exercised, prohibit the operation of the Premises for the Permitted Use; (c) LANDLORD is a duly authorized existing corporation under the laws of the State of Florida and is qualified to do business in the State of Florida; (d) LANDLORD has the full right and authority to enter into this Lease; (e) each of the persons

executing this Lease on behalf of LANDLORD is authorized to do so; and (f) this Lease constitutes a valid and legally binding obligation on LANDLORD, enforceable in accordance with its terms.

ARTICLE 18 - NOTICES

(a) Except as provided in subsection (b) below, any notice, demand, request or other communication ("Notice") required or permitted to be given hereunder shall be in writing and shall be deemed given when mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to TENANT or to LANDLORD at the address noted below the signature of such party. Notice given by any other means shall be deemed given when actually received in writing. Either party may by notice to the other specify a different address for Notice purposes, which shall only be effective upon receipt, except that upon TENANT'S taking possession of the Premises, the Premises shall constitute TENANT'S address for Notice purposes. A copy of all Notices required or permitted to be given to LANDLORD hereunder shall be concurrently transmitted to such party or parties at such addresses as LANDLORD may from time to time hereafter designate by notice to TENANT.

(b) The TENANT hereby appoints as its agent to receive the service of all dispossessory or distraint proceedings and legal notices the person in charge of the Premises at the time, or occupying the Premises, and if there is no person in charge or occupying the Premises, than such service or notice may be made by attaching the same on the main entrance of the Premises.

ARTICLE 19 - ENVIRONMENTAL COMPLIANCE

19.1 **HAZARDOUS SUBSTANCE.** TENANT shall not use, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Premises, or transport to or from the Premises, any Hazardous Substance (as defined below), or allow any other person or entity to do so. TENANT shall keep and maintain the Premises in compliance with and shall not cause or permit the Premises to be in violation of, any Environmental Laws (as defined below).

19.2 **NOTICE TO LANDLORD.** TENANT shall give prompt notice to LANDLORD of (i) any proceeding or inquiry by any governmental authority (including without limitation the Florida Environmental Protection Agency or Florida Department of Health and Rehabilitative Services) with respect to the presence of any Hazardous Substance on the Premises or the migration thereof from or to other Premises; (ii) all claims made or threatened by any third party against TENANT, LANDLORD or the Premises relating to any loss or injury resulting from any Hazardous Substance; and (iii) TENANT'S discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any Environmental Law or any regulation adopted in accordance therewith.

19.3 **DEFINITIONS.** "Environmental Laws" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Premises, including without limitation the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time ("CERCLA"), 42 U.S.C. §§9601 et seq., and the Resource Conservation and Recovery Act of 1976, as amended from time to time ("RCRA"), 42 U.S.C. §§6901 et seq. The term "Hazardous Substance" shall include without limitation: (i) those substances included within the definition of

"hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq., and in the regulations promulgated pursuant to said laws; (ii) those substances defined as "hazardous wastes" in any Florida Statute and in the regulations promulgated pursuant to any Florida Statute; (iii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iv) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations; and (v) any material, waste or substance which is (1) petroleum, (2) asbestos, (3) polychlorinated biphenyls, (4) designated as a "hazardous substance" pursuant to §311 of the Clean Water Act, 33 U.S.C. §§1251 et seq., or listed pursuant to §307 of the Clean Water Act, (5) flammable explosive, or (6) radioactive materials.

19.4 **LANDLORD'S RIGHT TO INSPECT.** LANDLORD shall have the right to inspect the Premises and audit TENANT'S operations thereon to ascertain TENANT'S compliance with the provisions of this Lease at any reasonable time, and TENANT shall provide periodic certifications to LANDLORD, upon request, that TENANT is in compliance with the environmental restrictions contained herein. LANDLORD shall have the right, but not the obligation, to enter upon the Premises and perform any obligation of TENANT hereunder of which TENANT is in default, including without limitation any remediation necessary due to environmental impact of TENANT'S operations on the Premises, without waiving or reducing TENANT'S liability for TENANT'S default hereunder.

19.5 **DURATION.** All of the terms and provisions of this Article shall survive expiration or termination of this Lease for any reason whatsoever.

ARTICLE 20 - ADDITIONAL TERMS

20.1 **RADON.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

The foregoing notice is provided pursuant to Section 404.056(5), Florida Statutes (2023), which requires that such notice be included in certain Real Estate documents.

20.2 **WAIVER.** The waiver by LANDLORD or TENANT of any breach or default of any term, covenant or condition shall not be deemed to be a waiver of any subsequent breach or default of the same or any other term, covenant or condition, nor shall the acceptance of Rent be deemed to be a waiver of any such breach or default of such Rent. No term, covenant or condition of this Lease shall be deemed to have been waived by LANDLORD or TENANT, unless such waiver is in writing.

20.3 **BINDING EFFECT: CHOICE OF LAW.** Subject to any provision hereof restricting assignment or subletting by TENANT and subject to the provision regarding LANDLORD'S Liability, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Florida.

20.4 **QUIET ENJOYMENT.** Upon TENANT paying the rent for the Premises and observing and performing all the covenants, conditions and provisions on TENANT'S part to be observed and performed hereunder, TENANT shall have the right of quiet enjoyment of the Premises subject to the term, conditions, and covenants of this Lease.

20.5 **ATTORNEY'S FEES.** If either party brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to recover reasonable attorney's and legal assistant's fees and cost occurred in connection therewith, on appeal or otherwise, including those incurred in arbitration, mediation, administrative or bankruptcy proceedings and in enforcing any right to indemnity herein.

20.6 **NON-COMPETE.** TENANT shall not conduct any auctions or antique sales from the Premises.

ARTICLE 21 – COMPLIANCE WITH FLORIDA STATUTE

21.1 **PUBLIC RECORDS.** (1) for purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on November ____, 2023.

WITNESSES:

_____ PARK STREET ANTIQUES CENTER, INC.
A Florida corporation

_____ By: _____
Its: _____
9401 Bay Pines Boulevard St.
Petersburg, FL 33708

“LANDLORD”

_____ CITY OF MADEIRA BEACH
A Florida Municipal Corporation

_____ By: _____
Its: Mayor- Jim Rostek
300 Municipal Drive
Madeira Beach, Florida 33708

“TENANT”



Memorandum

Meeting Details: November 15, 2023

Prepared For: Hon. Mayor Rostek & Board of Commissioners

Staff Contact: Andrew Laflin, Finance Director

Subject: Proposed FY 2024 Budget Amendment #1

Background

The Charter of the City of Madeira Beach, Article X – *Financial Procedures* allows for amendments to the FY 2023 annual operating budget through the adoption of a Resolution. Resolution No. 2020-20 clarified the guidance from the City’s Charter as it relates to the budget amendment process and established procedures relating to initiation, approval, and processing of requested budget transfers and budget amendments. Article X, Section 10.4 and Section 10.5, of the City’s Charter state that intra-fund transfers and increases to a particular fund are permitted after adoption of the annual operating budget through the adoption of a Resolution. Intra-fund transfers are interpreted to include any needed increases to the overall budget of a department within a fund or a division within a department that is separately reported in the City’s annual adopted budget.

Budget adjustments are needed within the General Fund, Parking Fund, Archibald Fund, and Local Option Sales Tax Fund. The primary reason for these adjustments is the purchase of goods or services that were initially budgeted in FY 2023, and the item or project was delayed and will be taking place in FY 2024, not in FY 2023 as originally anticipated. The purpose of increasing the budgets for each fund and department and account is described in Exhibit A.

Fiscal Impact

Adoption of this Resolution would result in preparing a budgetary entry only and has no direct fiscal impact to the City.

Recommendation(s)

Staff recommends approval of Resolution 2023-13.

Attachments

- Resolution 2023-13
- Exhibit A – FY 2024 Budget Amendment #1 Details

RESOLUTION 2023-13

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023 (OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023) BY INCREASING APPROPRIATIONS FOR EXPENDITURES IN THE GENERAL FUND, THE LOCAL OPTION SALES TAX FUND, THE ARCHIBALD PARK FUND, AND THE PARKING FUND; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Commissioners of the City of Madeira Beach adopted an annual budget for the Fiscal Year 2024; and

WHEREAS, the Board of Commissioners of the City of Madeira Beach desires to adopt an amendment to the Fiscal Year 2024 Budget; and

WHEREAS, Section 10.5 of the City Charter of the City of Madeira Beach authorizes the Board of Commissioners to amend the adopted budget by Resolution.

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

SECTION 1. The Board of Commissioners authorizes the Budget for Fiscal Year 2024 to hereby be amended to reflect an increase in appropriations for expenditure within the General Fund, Local Option Sales Tax Fund, Archibald Park Fund, and Parking Fund, as set forth in Exhibit A.

SECTION 2. The Board of Commissioners authorizes Director of Finance/City Treasurer to allocate the budget amendment pursuant to the account level detailed provided as set forth in Exhibit A.

SECTION 3. This Resolution shall become effective immediately upon final passage and adoption by the Board of Commissioners.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS ____ DAY OF _____, 2023.

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

FY 2024 BUDGET AMENDMENT #1

EXHIBIT A: FY 2024 BUDGET AMENDMENT #1

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - Fire/EMS	001.4000.564000	Capital Equipment	61,500	51,500	113,000
Total Budgeted Outflow Increase:				51,500	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	1,845,223	51,500	1,896,723
Total Budgeted Inflow Increase:				51,500	

Purpose:

Purchase of 2023 Chevy Silverado - Medic Unit 25. Originally anticipated to be delivered in FY 2023 but delayed until FY 2024 due to lack of availability.

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - City Manager	001.1000.531000	Professional Services	50,000	18,500	68,500
Total Budgeted Outflow Increase:				18,500	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	1,896,723	18,500	1,915,223
Total Budgeted Inflow Increase:				18,500	

Purpose:

Litigation costs relating to construction defects involving fire station and recreation building incurred in FY 2023 and still ongoing in FY 2024.

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
Archibald Park Fund - Archibald	110.9910.546008	Maintenance Grounds/Parks	250,000	34,000	284,000
Total Budgeted Outflow Increase:				34,000	
Archibald Fund - Non-Departmental	110.9910.380001	Fund Balance Carryover Used	630,356	34,000	664,356
Total Budgeted Inflow Increase:				34,000	

Purpose:

R.O.C. Park reflection pond project began in FY 2023 but not completed until FY 2024

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - Fire/EMS	001.4000.512000	Salaries & Wages	1,208,996	145,000	1,353,996
General Fund - Fire/EMS	001.4000.521000	Social Security	98,423	11,100	109,523
General Fund - Fire/EMS	001.4000.522004	FRS - Special Risk	394,979	47,400	442,379
Total Budgeted Outflow Increase:				203,500	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	1,915,223	203,500	2,118,723
Total Budgeted Inflow Increase:				203,500	

Purpose:
 Adjust Fire Department's FY 2024 salary budget by 15%, as discussed in Commission workshop meeting on 10/25/23.

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
General Fund - City Manager	001.1000.564000	Capital Equipment	-	25,000	25,000
Total Budgeted Outflow Increase:				25,000	
General Fund - Non-Departmental	001.1400.380001	Fund Balance Carryover Used	2,118,723	25,000	2,143,723
Total Budgeted Inflow Increase:				25,000	

Purpose:
 Commission Chamber AV upgrade project was budgeted in FY 2022 and FY 2023. Project not finished and remaining costs are to be incurred in FY 2024, which were not budgeted.

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
Local Option Sales Tax Fund - Recreation	103.5000.564000	Capital Equipment	150,000	50,000	200,000
Total Budgeted Outflow Increase:				50,000	
Local Option Sales Tax Fund - Non-Departmental	001.9000.380001	Fund Balance Carryover Used	2,033,879	50,000	2,083,879
Total Budgeted Inflow Increase:				50,000	

Purpose:
 \$150,000 currently budgeted for a new bus in the FY 2024 budget. Recreation Department's current needs are for a 36 passenger bus that is ADA compliant (includes a wheelchair lift). Estimated cost is \$200,000, thus need to increase the FY 2024 budgeted figure by \$50,000.

Fund/Department	Account Number	Account Description	Current Budget Amount	Increase (Decrease)	Revised Budget Amount
Parking Fund - Parking Management	103.5000.564000	Capital Equipment	3,035,000	80,000	3,115,000
Total Budgeted Outflow Increase:				80,000	
Sanitation Fund - Sanitation	402.7000.564000	Capital Equipment	405,000	(80,000)	325,000
Total Budgeted Inflow Increase:				(80,000)	

Purpose:
 Transfer the budgeted capital expenditures for dual bin trailer-mounted cleaner to clean 64G & 96G containers to the Parking Fund instead of Sanitation Fund

CITY OF MADEIRA BEACH 2023

COMMISSION AGENDA ITEMS

	REG MTG DATE	DEPARTMENT	ITEM TITLE	STATUS
1	1/11/2023	COMMUNITY DEVELOPMENT	ABP 2023-01 Goombahs Cigars	COMPLETED
2	1/11/2023	COMMUNITY DEVELOPMENT	Revocation of ABP 2021-06 Super Market	
3	1/11/2023	COMMUNITY DEVELOPMENT	ABP 2023-02 Island Super Market	
4	1/11/2023	COMMUNITY DEVELOPMENT	ABP 2023-03 The Dock	
5	1/11/2023	City Clerk	Appointment to Civil Service Commission – One seat expired on 10/30/2022	
6	1/11/2023	COMMUNITY DEVELOPMENT	Ordinance 2023-01, John's Pass Village Activity Center Plan	
7	1/11/2023	COMMUNITY DEVELOPMENT	Ordinance 2023-02, Amending FLUM to add John's Pass Village Activity Center	
8	1/11/2023	COMMUNITY DEVELOPMENT	Ordinance 2023-03, Capital Improvement Program (CIP)	
9	1/11/2023	City Clerk	Ordinance 2023-04, Calling the March 14, 2023 Municipal Election	
10	1/11/2023	Finance	Ordinance 2023-05, Fees & Collection Procedure Manual	
11	1/11/2023	Recreation	King of the Beach Fishing Tournament Contract with Old Salt Fishing Foundation	
12	1/11/2023	City Attorney	Ordinance 2023-08, Amended Purchasing Code & Repeal of Ordinance 2021-03	
	1/11/2023			

1	1/25/2023	Community Development	Comprehensive Plan updates (Jerry Murphy) (Ordinance 2023-11)	
2	1/25/2023	City Manager	Residential Amenities Rentals Prohibition	
3	1/25/2023	City Manager	Update on John's Pass Dredging	
4	1/25/2023	Recreation	City public fireworks show(s) - frequency	
5	1/25/2023	City Manager	Proposed Ordinance Requiring the return of trash containers	
6	1/25/2023	City Manager	Engineering RFQ Review	
7	1/25/2023	City Manager	Discuss Shumaker Advisors Florida Services Agreement	
8	1/25/2023	Public Works Director	Extension of Engineering Agreement	
9	1/25/2023	Public Works Director	Stormwater Station Generator Replacement located at 14101 N Bayshore Dr.	
10	1/25/2023	FINANCE	FY 2023 BUDGET AMENDMENT	
11	1/25/2023	City Manager	City Manager's Report	

	REG MTG DATE	DEPARTMENT	ITEM TITLE	
1	2/8/2023	City Attorney	Ordinance 2023-08, Amended Purchasing Code & Repeal of Ordinance 2021-03	
2	2/8/2023	Community Development	Ordinance 2023-11 Comprehensive Plan Updates (Jerry Murphy) 1st hearing and reading	
3	2/8/2023	City Clerk	Ordinance 2023-04, Calling the March 14, 2023 Municipal Election	
4	2/8/2023	Public Works	Binding Cost Estimate for Duke Energy to finish undergrounding Gulf Blvd utilities	
5	2/8/2023	Recreation	King of the Beach Fishing Tournament Contract with Old Salt Fishing Foundation	
6	2/8/2023	City Manager	Approve Shumaker Advisors FL Services Agreement	
7	2/8/2023	Public Works	Extension of Engineering Agreement	
8	2/8/2023	Public Works	Stormwater Station Generator Replacement located at 14101 N Bayshore Drive	
9	2/8/2023	Public Works		
10	2/8/2023	City Manager	Approve FL DEP John's Pass Dredging Grant for \$1,556,000	
11	2/8/2023	City Manager	Approve AptiM Environmental & Infrastructure, LLC Agreement to perform John's Pass Dredging Work	
12	2/8/2023	Public Works	Ordinance 2023-14, trash can ordinance	

1	2/22/2023	CM	Update (Ord2020-05), Slow Speed-Minimum Wake Zone	
2	2/22/2023	Recreation	Fireworks RFP Update	
3	2/22/2023	CM/PW	Dogs on the Beach/Sand	
4	2/22/2023	Building	New Building Software	
5	2/22/2023	CM	Traffic/Vehicle Movements on 150th Ave	
6	2/22/2023	CM	Federal Government Consultant Services	
7	2/22/2023			

	REG MTG DATE	DEPARTMENT	ITEM TITLE	
1	3/8/2023	City Clerk	Appointment to Civil Service Commission – One seat expired on 10/30/2022	
2	3/8/2023	City Clerk	Appointment to Planning & Zoning Board	
3	3/8/2023	Public Works	2nd Reading, Ordinance 2023-14, trash can ordinance	
4	3/8/2023	Recreation	King of the Beach Fishing Tournament Contract with the Old Salt Fishing Foundation	
5	3/8/2023		NO NEW ORDINANCES FOR 1ST READING - NEW COMMISSION ON MARCH 22, possible 3 new commissioners - 1st reading in April (workshop with new commission on March 22)	

6	3/8/2023	Recreation	Fireworks Agreement	
7	3/8/2023	Public Works	Resolution 2023-02 for Road/Street Work Area 6A	
8	3/8/2023			
9	3/8/2023			
10	3/8/2023			

	REG MTG DATE	DEPARTMENT	Special Meeting: 4:30 PM (reception following)	ITEM TITLE
1	3/22/2023	City Clerk		Reporting of the March 14, 2023 Municipal Election Results
2	3/22/2023	City Clerk		Oath of Office - New Commissioners
3	3/22/2023	City Manager		Appreciation Plaque Presentation to outgoing Commissioners
1	3/22/2023	Fire		Presentation to former Mayor John B. Hendricks
2	3/22/2023	Fire Department		Presentation - Firefighter of the Year - Michael Wasilewski, Firefighter/Paramedic
3	3/22/2023	Public Works		Areas 5 and 6 Scope Approval
4	3/22/2023	Parking		Parking Presentation
5	3/22/2023	Public Works		Consider purchasing parcel on 1st St E
6	3/22/2023	City Manager		CM Report
7	3/22/2023	City Attorney		Proposed 2023 FL Legislature Bills Impacting Cities
8	3/22/2023	Fire Department		Presentation - Years of Service - Lt. Tom McClave
9	3/22/2023	City Manager		Proposed 95th property purchase - Public Works building
10	3/22/2023	BOC		Pocket Park Beautification
11	3/22/2023	BOC		Gulf Lane Amenities- Bathrooms/Showers
12	3/22/2023	BOC		Replace Backup Library Board Member
	3/22/2023	BOC		Retired Public Official Fuel Discount
13	3/22/2023	BOC		Red Tide- Lobbyist push for research funding
	3/22/2023	Community Development		Ordinance 2023-15 Activity Center Use in Comprehensive Plan

	REG MTG DATE	DEPARTMENT	ITEM TITLE
1	4/12/2023	Board of Commissioners	Appointment of Vice-Mayor
2	4/12/2023	City Clerk	Appointment to Civil Service Commission - One seat expired on 10/30/2022
3	4/12/2023	City Clerk	Appointment to Planning Commission
4	4/12/2023	Fire	Resolution 2023-03, Emergency Operations Manual
5	4/12/2023	City Clerk	Proclamation - City Clerks Week
6	4/12/2023	Board of Commissioners	BOC Policy Handbook - Informaiton purposes for April workshop meeting
7	4/12/2023	Finance	ACFR Presentation by James Moore
8	4/12/2023	Public Works	Area 5 and 6 Scope Approval
9	4/12/2023	Public Works	Pocket Park Design Proposal for approval

	BUDGET MEETING DATE	DEPARTMENT	4:00 PM	ITEM TITLE
1	4/26/2023	FINANCE/CITY MANAGER		Budget Discussion
2	4/26/2023			
3	4/26/2023			
4	4/26/2023			

1	4/26/2023	City Clerk		BOC Policy Handbook
2	4/26/2023	Community Development		Ordinance 2023-09, Increase in Notice Requirement for Development Agreement Applications
3	4/26/2023	Community Development		Ordinance 2023-10, Amendment to Ch. 110 - Alcohol Beverage Permit Application Fee
4	4/26/2023	Community Development		Ordinance 2023-12, Amendment to LDR - Definition of Portable Sign
5	4/26/2023	Community Development		Ordinance 2023-13, LDC - Rental of Residential Amenities
6	4/26/2023	Community Development		FEMA Community Rating System
7	4/26/2023	BOC		RFP - City Attorney
8	4/26/2023	BOC		RFP - Engineering Services
9	4/26/2023	BOC		RFP - IT Services or In-house IT Services
10	4/26/2023	Public Works		Cleaning Contract 3rd & Final Amendment
11	4/26/2023	Recreation		Use of City-owned Fitness Facility
12	4/26/2023	City Manager		City Manager's Report
13	4/26/2023	Public Works		Trash Containers
14	4/26/2023	City Manager		Discuss Director of Finance/City Treasurer Position
15	4/26/2023	City Attorney		Lien Settlement
16	4/26/2023	Fire		Resolution 2023-03, Emergency Operations Manual

	REG MTG DATE	DEPARTMENT	ITEM TITLE
1	5/10/2023	City Attorney	Lien Settlement - 14033 E. Parsley Drive (\$5,000)
2	5/10/2023	City Attorney	Resolution 2023-07, Florida Attorney General Opinion - Delegating finance director/city treasure & if the city can delegate if the voters voted it down.

2	5/10/2023	City Clerk	Gulf Beaches Public Library Board Appointment - Alternate	
3	5/10/2023	City Clerk	BOC Policy Handbook	
5	5/10/2023	City Manager	Gulf Beaches Public Library Board Budget Approval	
4	5/10/2023	City Manager	Resolution 2023-06, Approving David Will (Big-C) Rep to Forward Pinellas Board	
5	5/10/2023	Community Development	Ordinance 2023-09, Increase in Notice Requirement for Development Agreement Applications	
6	5/10/2023	Community Development	Ordinance 2023-10, Amendment to Ch. 110 - Alcohol Beverage Permit Application Fee	
7	5/10/2023	Community Development	Ordinance 2023-12, Amendment to LDR - Definition of Portable Sign	
8	5/10/2023	Community Development	Ordinance 2023-13, LDC - Rental of Residential Amenities	
9	5/10/2023	Community Development	Ordinance 2023-15, Activity Center designation to Comprehensive Plan	
10	5/10/2023	Community Development	RDV 2023-01	
11	5/10/2023	Community Development	ABP 2023-04 Liliiths Sugar Shack LLC	
12	5/10/2023	Fire	Resolution 2023-04, Emergency Operations Manual	
13	5/10/2023	Mayor	National Public Works Week Proclamation; May 21-27, 2023	
14	5/10/2023	Mayor	National Safe Boating Week Proclamation: May 20-26, 2023	
15	5/10/2023	Community Development	Appoint Commission Rep to Tampa Bay Regional Planning Council (TBRPC)	
16	5/10/2023	City Clerk	Appointment to Civil Service Commission	
17	5/10/2023			

	BUDGET MEETING DATE	DEPARTMENT	4:00 PM	ITEM TITLE
1	5/24/2023	FINANCE/CITY MANAGER	Budget Presentation	
2	5/24/2023	FINANCE/CITY MANAGER	Employee Retirement System	

	WK DATE	DEPARTMENT	ITEM TITLE
1	5/24/2023	Jenny Rowan	Pinellas County Insurance Advocate Presentation
2	5/24/2023	Community Development	Densities and Intensities consistent with Forward Pinellas
3	5/24/2023	Community Development	Land Development Regulations/City Master Plan
4	5/24/2023	Legal	Campaign Signs (yard)
5	5/24/2023	City Manager	Gulf Beaches Public Library Budget
6	5/24/2023	City Manager	City Manager's Monthly Report - April 2023
7	5/24/2023	Public Works	Engineer of Record Extension
8	5/24/2023	City Manager	Tom and Kitty Stuart Park
9	5/24/2023	City Attorney	Resolution to review for attorney general request - finance director position & charter amendment voting results
10	5/24/2023	Recreation	Dog Park Improvements
11	5/24/2023	Recreation	Reflection Pond Repair and Improvements
12	5/24/2023		

	REG MTG DATE	DEPARTMENT	ITEM TITLE
1	6/14/2023	City Manager	Approval of Gulf Beaches Public Library Board Budget
2	6/14/2023	City Manager	First Amendment to Library Interlocal Agreement - 5-year extension
3	6/14/2023	Community Development	Ordinance 2023-11 Comprehensive Plan EAR (Jerry Murphy)
4	6/14/2023	Community Development	Ordinance 2023-09, Increase in Notice Requirement for Development Agreement Applications
5	6/14/2023	Community Development	Ordinance 2023-10, Amendment to Ch. 110 - Alcohol Beverage Permit Application Fee
6	6/14/2023	Community Development	Ordinance 2023-12, Amendment to LDR - Definition of Portable Sign
7	6/14/2023	Community Development	Ordinance 2023-13, LDC - Rental of Residential Amenities
8	6/14/2023	Community Development	ABP 2023-05 John's Pass Grille
9	6/14/2023	City Attorney	Resolution to review for attorney general request - finance director position & charter amendment voting results
10	6/14/2023		
11	6/14/2023		

	BUDGET MEETING DATE	DEPARTMENT	4:00 PM	ITEM TITLE
1	6/28/2023	FINANCE/CITY MANAGER	Budget Presentation	

	WK DATE	DEPARTMENT	ITEM TITLE
1	6/28/2023	City Clerk	Election Districts
2	6/28/2023	City Manager	City Manager's Monthly Report - May 2023
3	6/28/2023	City Manager	Sergeant Blair- Live-a-Board Presentation
4	6/28/2023	City Manager	95th St Property
5	6/28/2023	Community Development	2.5 ft setback for drainage
6	6/28/2023	Community Development	Forward Pinellas Intensity/Density
7	6/28/2023	Community Development	Master Plan - History
8	6/28/2023	Community Development	Beach Debris/Dune Protection

9	6/28/2023	Community Development	Planned Development	
10	6/28/2023	Recreation	Dog Park	
11	6/28/2023	Finance	Audit Engagement Letter	
12				

	REG MTG DATE	DEPARTMENT	ITEM TITLE	
1	7/12/2023	Mayor	Parks and Recreation Month Proclamation; July 2023	
2	7/12/2023	Community Development	Ordinance 2023-15, Activity Center designation to Comprehensive Plan	
3	7/12/2023	City Manager	Presentation - John's Pass Dredging, Aptim	
4	7/12/2023	City Manager	CDBG item	
5	7/12/2023			
6	7/12/2023			
7	7/12/2023			
8	7/12/2023			
9	7/12/2023			
10	7/12/2023			

	BUDGET MEETING DATE	DEPARTMENT	4:00 PM	ITEM TITLE	
1	7/26/2023	FINANCE/CITY MANAGER	Budget Presentation		

1	7/26/2023	City Clerk	Commission Districts	
2	7/26/2023	City Manager	City Attorney RFQ Proposals - Ranking	
3	7/26/2023	City Clerk	Commission Salary increase and Health Insurance + benefits	
4	7/26/2023	City Manager	City Manager's June 2023 Report	
5	7/26/2023	Commission	Frontier Phone Lines	
6	7/26/2023	Commission	Election Sign Options	
7	7/26/2023	Commission	Discuss/Review Commission Meetings' Public Comment	
8	7/26/2023	Commission	Development Agreement Processes	
9	7/26/2023	Community Development	Shade Structures	
10	7/26/2023	Mayor	Presentation- Selah Freedom - Bringing Light into the Darkness of Sex Trafficking	
11	7/26/2023	Commission	Kitty Stuart park landscaping/bathroom	
12	7/26/2023	Recreation	Agreement with The Spring Games	
13	7/26/2023	Recreation	Fitness Center Public Usage	
14	7/26/2023	Finance	Fees and Collection Procedure Manual	

	REG MTG DATE	DEPARTMENT	ITEM TITLE	
1	8/9/2023			
2	8/9/2023	City Manager	Gulf Beaches Public Library Service Agreement (October 1, 2023 - September 30, 2024)	
3	8/9/2023	City manager	Approve 5 year Participation in Pinellas Public Library Cooperative	
4	8/9/2023	City Manager	Kitty Stuart Park - Resident Parking Trial Option	
5	8/9/2023	Recreation	City Fitness Center Trial Option	
6	8/9/2023	Recreation	Agreement with The Spring Games	
7	8/9/2023	Finance	Approve City Providing 50% Cost for Employee Dependent Health Benefits	
8	8/9/2023	Finance	Ordinance 2023-18, Fees and Collection Procedure Manual	
9	8/9/2023	City Clerk	Ordinance 2023-23, BOC Compensaton and Health Insurance	
10	8/9/2023	City Clerk	Ordinance 2023-24, FRS Reinstatement	
11	8/9/2023	City Clerk	Ordinance 2023-25, Adjusting Election Boundaries	

	BUDGET MEETING DATE	DEPARTMENT	4:00 PM	ITEM TITLE	
1	8/23/2023	FINANCE/CITY MANAGER	Budget Presentation		

1	8/23/2023	Commission	Legal RFQ Respondent Presentations	
2	8/23/2023	Public Works	RFI 2023-06 Engineering Continuing Services - Engineers of Record	
3	8/23/2023			
4	8/23/2023			
5	8/23/2023			
6	8/23/2023			
7	8/23/2023			
8	8/23/2023			
9	8/23/2023			
10	8/23/2023			

	SPECIAL MTG DATE	DEPARTMENT	5:30 PM	ITEM TITLE
1	9/13/2023			FY 2024 Tentative Millage Rate Ordinance
2	9/13/2023			FY 2024 Budget Ordinance

	REG MTG DATE	DEPARTMENT	ITEM TITLE
1	9/13/2023	City Clerk	Ordinance 2023-18, Amendment to Fees and Collections
2	9/13/2023	City Clerk	Ordinance 2023-23, BOC Compensaton and Health Insurance
3	9/13/2023	City Clerk	Ordinance 2023-24, RFS Reinstatement
4	9/13/2023	City Clerk	Ordinance 2023-25, Adjusting Election Boundaries
5	9/13/2023	City Clerk	Vacancies - Planning Commission and Civil Service Commission - (expiring terms)
6	9/13/2023	Commission	Amend BOC Meeting Calendar
7	9/13/2023	Commission	City Attorney Selection
8	9/13/2023	Fire Department	Approval of 2023, Emergency Medical Services ALS First Responder Agreement
9	9/13/2023		
10	9/13/2023		

	SPECIAL MTG DATE	DEPARTMENT	5:30 PM	ITEM TITLE
1	9/27/2023			FY 2024 Final Millage Rate Ordinance
2	9/27/2023			FY 2024 Budget Ordinance

1	9/27/2023	City Manager	PCSO Annual Law Enforcement Services Agreement
2	9/27/2023	Community Development	RFP Master Plan
3	9/27/2023	Community Development	Forward Pinellas Alternative Compromise for the John's Pass Village Activity Center Plan
4	9/27/2023	City Manager	Finace Director/City Treasurer
5	9/27/2023	City Manager	Ordinance 2023-06, Civil Service Commission ordinance
6	9/27/2023	City Manager	Ordinance 2023-07, Whistleblower Ordinance
7	9/27/2023	Recreation	Solar RFP
8	9/27/2023	Recreation	Wednesday Market Contract
9	9/27/2023	Commission	Update on Ethics Complaint Against former VM Doug Andrews
10	9/27/2023	Commission	Rules of Reading Emails into the Record
11	9/27/2023	Commission	FEMA/Storm/Local Mitigation Strategy Program Discussion
12			
13			

	REG MTG DATE	DEPARTMENT	ITEM TITLE
1	10/11/2023	Mayor	Fire Prevention Week Proclamation; October 9, 2023 - October 15, 2023
2	10/11/2023	Community Development	Ordinance 2023-22, Future Land Use Consistent with Countywide Plan
3	10/11/2023	Community Development	Ordinance 2023-26, R-3 Zoning Consistent with Countywide Plan
4	10/11/2023	Community Development	Ordinance 2023-27, C-1 Zoning Consistent with Countywide Plan
5	10/11/2023	Community Development	Ordinance 2023-28, C-2 Zoning Consistent with Countywide Plan
6	10/11/2023	Community Development	Ordinance 2023-29, C-3 Zoning Consistent with Countywide Plan
7	10/11/2023	Community Development	Ordinance 2023-30, C-4 Zoning Consistent with Countywide Plan
8	10/11/2023	Community Development	Ordinance 2023-19, Definitions Consistent with Countywide Plan
9	10/11/2023		
10	10/11/2023	Community Development	ABP 2023-06 Barefoot Beach Club
11	10/11/2023	City Manager	Approve PCSO Annual Law Enforcement Services Agreement
12	10/11/2023	City Attorney	Ordinance 2023-07, Whistleblower Ordinance
13	10/11/2023	City Attorney	Resolution 2023-11, Disposition of Municipal Property for Affordable Housing
14	10/11/2023	Board of Commissioners	Approval of City Attorney Contract
15	10/11/2023	Mayor	Domestic Violence Awareness Month Proclamation; October 2023
16	10/11/2023	Mayor	Florida City Government Week Proclamation; October 16-22, 2023
17	10/11/2023		

1	10/25/2023	Community Development	John's Pass Village Activity Center Alternative Compromise Forward Pinellas
2	10/25/2023	Parking	Proposed Parking Changes-special events, resident, non-resident, on-line
3	10/25/2023	City Manager	Smoking/Vaping Ban on Sand, Parks
4	10/25/2023	City Manager	City Lobbyist - 2024 Legislature
5	10/25/2023	City Clerk	Discussion on amending the Candidate Qualifying Period for 2025 - chaning from two weeks to one week excluding weekends
6	10/25/2023	Commission	Update on 2.5' Setbacks
7	10/25/2023	Commission	Update on Shade Structures
8	10/25/2023	Fire	FY24 Fire Salaries Increases
9	10/25/2023	Fire	FL Firefighter Cancer Deconatmitation Equipment Grant
10	10/25/2023	Fire	ALSFR Amendment 1

	REG MTG DATE	DEPARTMENT	ITEM TITLE
1	11/8/2023	Community Development	ABP 2023-07 Don the Beachcomber
2	11/8/2023	City Attorney	Ordinance 2023-07, Whistleblower Ordinance
3	11/8/2023	City Clerk	Ordinance 2023-34, changing the qualifying period from two full weeks to one full week in Dec.
4	11/8/2023	Finance	Resolution 2023-12, FY 2023 Budget Amendments
5	11/8/2023	Finance	Approve Finance Director Agreement
6	11/8/2023	City Attorney	Ordinance 2023-35, Smoking Restrictrions on Public Parks and Beaches
7	11/8/2023	Public Works	Purchase F150 Truck
8	11/8/2023	Recreation	Approve Madeira Way Market Agreement
9	11/8/2023	Public Works	Approve Sparkling Bin/Toter Cleaner & Trailer
10	11/8/2023		

4	11/15/2023	Public Works	RFP 2023-08 Electrical Repair / Services Contract
5	11/15/2023	Public Works	Park Street Lease for Public Works and Sanitation Truck Storage
6	11/15/2023	Public Works	CIP Equipment Purchase - Garbage Truck
7	11/15/2023	Recreation	Madeira Beach Babe Ruth Agreement
8	11/15/2023	Finance	FY 24 Budget Amendment 1
	11/15/2023		

	REG MTG DATE	DEPARTMENT	ITEM TITLE
	12/13/2023	Community Development	Ordinance 2023-19, Definitions Consistent with Countywide Plan
1	12/13/2023	Community Development	Ordinance 2023-22, Future Land Use Consistent with Countywide Plan
2	12/13/2023	Community Development	Ordinance 2023-26, R-3 Zoning Consistent with Countywide Plan
3	12/13/2023	Community Development	Ordinance 2023-26, R-3 Zoning Consistent with Countywide Plan
4	12/13/2023	Community Development	Ordinance 2023-27, C-1 Zoning Consistent with Countywide Plan
5	12/13/2023	Community Development	Ordinance 2023-28, C-2 Zoning Consistent with Countywide Plan
6	12/13/2023	Community Development	Ordinance 2023-29, C-3 Zoning Consistent with Countywide Plan
7	12/13/2023	Community Development	Ordinance 2023-30, C-4 Zoning Consistent with Countywide Plan
8	12/13/2023	Community Development	Ordinance 2023-33, CIP into Comprehensive Plan
9	12/13/2023	City Attorney	Ordinance 2023-06, Civil Service Commission ordinance
10	12/13/2023	Community Development	Ordinance 2023-21, Beach Debris
11	12/13/2023	Community Development	John's Pass Village Activity Center Alternative Compromise
12	12/13/2023	Community Development	ABP 2023-06 Barefoot Beach Club
13	12/13/2023	City Manager	Approve IT Contract
14	12/13/2023	Community Development	RDV 2023-02 13301 Gulf Blvd
15	12/13/2023	City Clerk	Presentation by EasyVote - Candidate Campaign Filing
16	12/13/2023	City Manager	Campaign Sign Regulations
17	12/13/2023	City Clerk	Ordinance 2023-34, changing the qualifying period

		DEPARTMENT	ITEM TITLE
1	12/13/2023	City Manager	City Economy
2	12/13/2023	City Manager	CM Evaluation
3	12/13/2023		
4	12/13/2023		
5	12/13/2023		
6	12/13/2023		
7	12/13/2023		
8	12/13/2023		
9	12/13/2023		

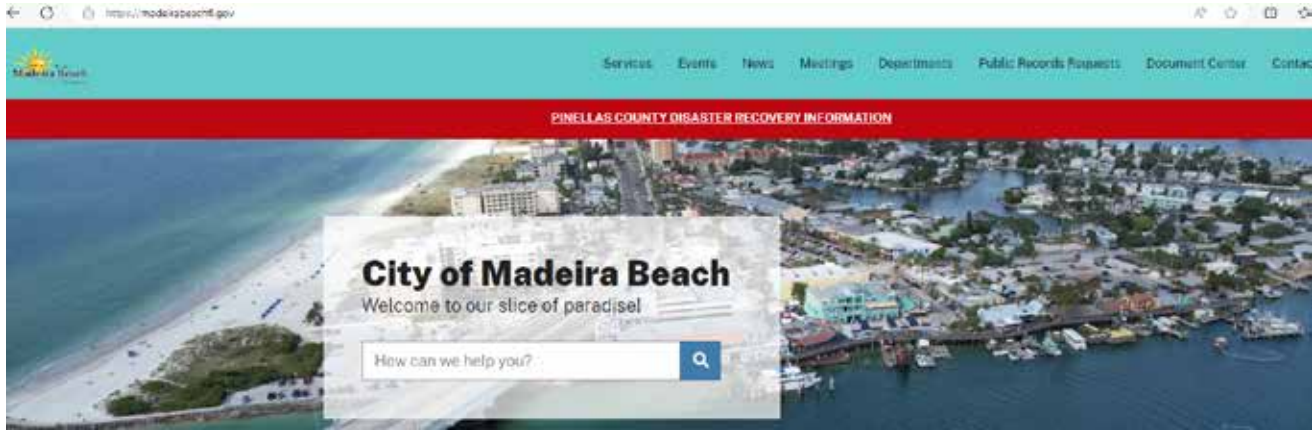
		DEPARTMENT	ITEM TITLE
1			No Wake Zone
2			Shade Structures
3			Setbacks
4			Planned Development Ordinance Review
5			City Master Plan
6			Impact Fees Residential
7			
8			
9			



CITY MANAGER'S REPORT – OCTOBER 2023

Greetings. I hope all had a wonderful October as we welcomed a few days with cooler weather. Please continue to reach out to me or any City staff via the following methods/means for any City matter. We are here to provide the most efficient and effective City services for all our residents, businesses, and visitors that continue to live in and/or visit our fabulous *2 miles long and a smile wide* City we call Madeira Beach:

- City internet/web site: www.madeirabeachfl.gov



- Via email (listed on our website): rgomez@madeirabeachfl.gov
-all city employee emails are the first letter of the first name followed by last name
- On the phone (main line): **727-391-9951**
- Robin Gomez' cell phone: 727-580-8014**
-additional phone #'s listed on website
- In person at City Hall, 300 Municipal Dr, open M-F 8 am to 4:30 pm: to obtain a resident permit parking pass/sticker, purchase our 75th anniversary items (shirts, hats, etc), to ask a question(s), or to just say hello
- In person at City Hall Commission Chambers, for our monthly Board of Commission meetings:
 - Regular Meeting on the 2nd Tuesday of each month
 - Workshop Meeting on the 4th Tuesday of each month
 - both typically begin at 6pm

I AM PROUD OF MY CITY – CITY STORE

New items arrived at our very own City store. Hats, holiday shirts, magnets, license plates, holiday decorations, and more bearing the various Madeira Beach logos may be purchased during City Hall normal hours, Mondays to Fridays, 8 am to 4:30 pm.



SAND DUNES RESTORATION / SHORE STABILIZATION PROJECT

The City very much appreciates all the property owners that signed the temporary easement to allow the Pinellas County contractors to restore dunes washed/blown away during Hurricane Idalia. The County and their contractor advised that work should begin toward the latter part of November. The North side of the Archibald Park parking lot will serve as the equipment storage and staging area for the approximately three weeks duration of the project.

If you are a property owner on the sand and are still interested in having the dunes restored, please contact Public Works at 727-543-8154, as soon as possible as the sign-up period will be ending in early to mid November.

Post Hurricane Idalia Emergency Shore Stabilization


Project ID 006241A

The City of Madeira Beach and Pinellas County Government need sand property owners to sign a **TEMPORARY CONSTRUCTION EASEMENT** to allow for the County to begin restoring the dunes.

City staff will be contacting those property owners right away as time is of the urgency to begin the sand dunes restoration.

Click the link below for the easement documents which will need to be notarized. City staff are able to notarize these documents during office hours unless otherwise posted.

<https://madeirabeachfl.gov/shore-stabilization/>




**SHORE
STABILIZATION
PROJECT**

Post Hurricane Idalia Emergency Shore Stabilization, Project ID 006241A

The City of Madeira Beach and Pinellas County Government need sand property owners to sign a **TEMPORARY CONSTRUCTION EASEMENT** to allow for the County to begin restoring the dunes. City staff will be contacting those property owners right away as time is of the urgency to begin the sand dunes restoration.

<https://madeirabeachfl.gov/shore-stabilization/>



Sand Dunes area to be renourished – Archibald Park:



HURRICANE IDALIA

FEMA representatives continue processing claims and meeting with homeowners, renters, and businesses impacted by Hurricane Idalia to provide a variety of resources including funding (for repairs). Finance assistance payments will be distributed once applications are approved. FEMA continues providing regular updates and reminders, such as the following:

NEWS RELEASE

Floridians who suffered damage from Hurricane Idalia have until Nov 29, 2023, to apply for federal assistance. To date, federal funding for assistance to Florida households, low-interest disaster loans, and flood insurance includes:

- \$72.7 million in FEMA grants to 34,690 households
- \$63.9 million in U.S. Small Business Administration disaster loans
- \$195 million in National Flood Insurance program payments, 5,100 claims filed

Please remember we are still in Hurricane season until November 30. . .

FEMA- October Plan

This month we are focused on Disaster Recovery. Not only is it important to plan for a disaster but it is also important to plan for what steps to take after a disaster. Take a look below for some helpful tips.



Insurance Information:

- [Renter's Flood Insurance:](#)
 - It is important for even Renters to get flood insurance!
- [Loss of Use Rider:](#)
 - Loss of use coverage covers any additional living expenses, meaning any necessary expense that exceeds what you normally spend.
- [FEMA 50% rule:](#)
 - The NFIP requires communities to adopt policy prohibiting the substantial improvement of pre-FIRM homes, that is, homes that are not built above the base flood elevation.
 - A project is a substantial improvement if the improvement project exceeds the 50% market value of the building.
 - FEMA calculates the value of the property by separating the land from the structure.
 - For instance, if the structure is valued at \$100,000 then the "not to exceed" amount would be \$50,000.
 - The project would be considered a substantial improvement project if it exceeds 50 percent of the value of the structure.
 - pcpao.org Search by address, name or parcel ID. Click on the Parcel Info link to open page. Upper right hand corner: click on FEMA/WLM link to get the "not to exceed" (50%) amount.



Disaster Recovery



Mold Clean Up



Generator Safety

Above Information and more may be found at:

<https://madeirabeachfl.gov/hurricane-information/>

Ready Pinellas Emergency Planning Mobile App

Introducing the new and improved Ready Pinellas mobile app!

Ready Pinellas is designed to help residents prepare themselves and their families before, during and after a storm. It is available for free download on the Apple [App Store](#) and [Google Play](#) store.

Note: Android device users who already had the previous Ready Pinellas app installed will need to download the new app from the Google Play store and remove the old app from their devices. Apple device (iPhone and iPad) users will see the app automatically updated.

The new app features a refreshed design and user experience, additional information and tips, and convenient checklists to make sure you and your family are prepared. App users can use emergency supply checklist, home inventory and emergency contacts tools to build a personal emergency plan.

As a storm approaches, the app will provide real-time updates to help keep you safe, including detailed information that is available at your fingertips even if you lose internet connectivity. It will provide resources to contact us year-round and during a disaster and give you tips to Stay Informed.



Ready Pinellas App Features

- **Know Your Zone:** If you have your locator services on, the app will tell you if you are in a designated evacuation zone. You can also look up other addresses to see if they are in an evacuation zone. Remember: Evacuation zones were updated for the 2022 hurricane season, so you may have a new zone. When a storm is approaching, it will tell you if Pinellas County is in the 5-day or 3-day cone and if an evacuation order has been issued.
- **Make a Plan:** Use our emergency supply checklist, home inventory and emergency contacts tools to build a personal emergency plan that you can share. You can take pictures of items for your home inventory.
- **Push Notifications:** Through the app, you will receive informational and emergency notifications from Pinellas County Emergency Management, the National Weather Service and [Alert Pinellas](#).
- **Special Needs:** You can learn more about special needs assistance, which is intended for those who need transportation or require minimal medical assistance while seeking public shelter. You can register from the app.
- **Preparedness Tips:** Learn how to prepare your family, pets, home, condo, mobile home, boat and more.
- **Safety Tips:** Find information on What to Do Now before, during, and after an event. Learn about year-round preparedness, how to clean up after a flood or food safety if power has been out.
- **Report Damages** after a storm has hit Pinellas County.

Build A Kit

Have enough food, water and other supplies to support your needs for several days.



CITY CLEAN-UPS & BEAUTIFICATION

Thank you very much to the our fabulous Trash Pirates that once again held a clean-up in October:

Trash Pirates of Mad Beach



Thank you to all the wonderful volunteers, family, and friends that continue to make our community a better place to live, learn, work, and play. The pounds and pounds of trash removed at the clean-up truly make our slice of paradise shine. The City very much appreciates all your efforts. Please continue to look forward to future monthly clean-ups by the Trash Pirates and Trash Turtles of Madeira Beach.

CITY SANITATION & RECYCLING

REMINDER: Trash containers need to be stored somewhere other than curbside, and wheeled out to the curb for collection no earlier than 5:30 pm the day prior to collection, and removed away from the curb by sunset the day of collection. If your container is damaged or missing please contact the City of Madeira Beach Public Works/Sanitation department at 727.543.8154. The City of Madeira Beach greatly appreciates everyone's patience and understanding with the trash collection change that will help to keep our City even cleaner.



Recycling

Wednesday Pickup

1- 64 gallon container provided by Waste Pro

Recycled items accepted:

Plastic bottles, jugs, glass, metal cans, cardboard boxes, and paper.



City of Madeira Beach Monthly Report October 2023

RECYCLING STATISTICS		
MATERIAL	Tons	%
Aluminum	0.68	2.00%
Cardboard	4.38	12.80%
Mixed Glass	13.17	38.50%
ONP	4.04	11.80%
Plastic	2.70	7.90%
Tin	0.41	1.20%
Contamination	8.83	25.80%
TOTAL	34.21	

The City of Madeira Beach procures full-time law enforcement services for all residents, businesses, and visitors from the Pinellas County Sheriff's Office. 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. FY 2023 Cost: **\$1,575,420.00**, a 7.91%, \$115,524 increase over FY 23

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

- a. Labor increase of 8.0% equates to \$82,330.00 increase, 71.3% of total \$115,524.00 increase
- b. Mileage increase to \$1.0456 per mile (10.2% increase) equates to \$11,887.00 increase or 10.3% of total \$115,524.00 increase
- c. 8% increase in School Crossing Guard Costs, equates to \$2,262 increase or 2% of total \$115,524 increase
- d. Supervision, Equipment, and AIC increase of \$1,884, 2.6% or 1.6% of total \$115,524 increase

List of prior annual costs:

FY 2023	\$1,459,896, a 4.62% \$64,428 increase over FY 22
FY 2022:	\$1,395,468, a 3.29%, \$44,484 increase over FY 21
FY 2021:	\$1,350,984, a 2.66%, \$35,004 increase over FY 20
FY 2020:	\$1,315,980

If you would like to find out additional information on the Pinellas County Sheriff's Office, please visit:

<https://pcsoweb.com>



PINELLAS COUNTY SHERIFF'S OFFICE ↑ BACK TO TOP

 <p>OMC Drop-Boxes</p> <p>Operation Medicine Cabinet Drop off your expired or unused medications during business hours at Operation Medicine Cabinet drop boxes located at two Sheriff's Office locations:</p> <p>Sheriff's Administration Building 10750 Ulmerton Road Largo</p> <p>Sheriff's North District Office 2496 Bayshore Boulevard Dunedin</p> <p>More Information</p>	 <p>When To Call</p> <p>In Florida, simply dialing 9-1-1 in an emergency connects you to EMS, law enforcement, and the fire rescue.</p> <p>The 9-1-1 system is for emergencies only – serious vehicle crashes, critical medical situations, crimes in progress, or fire.</p> <p>Do not call 9-1-1 for non emergency transportation.</p> <p>If you are unsure if your situation is a true emergency, officials recommend that you let the call taker determine if you need emergency help.</p>	 <p>Address</p> <p>Mailing address: Pinellas County Sheriff's Office P.O. Drawer 2500 Largo, FL 33779-2500</p> <p>Administrative Line: 727-582-6200</p> <p>In an Emergency: 9-1-1</p> <p>Website: www.pcsoweb.com</p>	 <p>Notice</p> <p>E-mail addresses are public record under Florida Law and are not exempt from public-records requirements. If you do not want your e-mail address to be subject to being released pursuant to a public-records request do not send electronic mail to this entity.</p> <p>Instead, contact this office by telephone or in writing, via the United States Postal Service.</p>
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Madeira Beach is one of 13 Pinellas County cities that contract with the PCSO for primary law enforcement services.

Madeira Beach's two Community Policing Deputies:

- | | | |
|---------------------------|--------------|--|
| Deputy Pat Krager | 727.580.2525 | pkrager@pcsonet.com |
| Deputy Cory Snyder | 727.773.7146 | csnyder@pcsonet.com |

Cameras throughout Madeira Beach

The below internet links will take you to live web cameras of Madeira Beach sand views – helpful to see how busy locations may be, wave action, observe the City sand rake, and/or weather conditions – take a look:

Hubbard's Marina earth cam <https://myearthcam.com/hubbardsmarina>

Baynews9 Camera at John's Pass Park <https://www.baynews9.com/fl/tampa/weather/bay-news-9-cameras>

Commodore Beach Club <https://commodorebeachclub.com/resort-details/live-webcam>

BUILDING DEPARTMENT

The Building Department now has online permitting available! Click the link below to sign up:
<https://www.mgoconnect.org/cp/portal>

This will allow residents and contractors to apply for a permit online and look at the status of the permit without stepping foot in City Hall!

Reminder, the Building and Community Development Departments now have open office hours on Wednesdays from 1pm to 3pm, first come first served. Can't make it then? Call the City Hall to make an appointm... See more



PARKING

A few reminders regarding **resident** and **visitor** parking:

1. Residents can obtain up to 3 **RESIDENT PARKING PASSES** at no charge, that allow residents to park in any City of Madeira Beach lot while the lot is open as well as on streets that allow resident parking. No overnight parking is allowed at any City lot using the **RESIDENT PARKING PASS** (everyone can use the overnight parking lot areas by paying the \$3/hour fee). Property owners are also eligible to receive parking passes with a valid driver's license and vehicle registration.

2024 Resident Parking passes will be available in-person at City Hall or on-line at the City's website, www.madeirabeachfl.gov, beginning November 1, 2023.

2. **VISITOR PARKING** is available at all City of Madeira Beach lots and the John's Pass Boardwalk & Village on-street spaces and the lot adjacent to the VFW (entrance off 129th Ave E) by paying the hourly rate of \$3 (may pay using the ParkMobile app or at a kiosk/meter located at each lot). Overnight parking is only allowed at City of Madeira Beach lots located from 130th Ave to 136th Ave (entrances off Gulf Blvd) – not allowed at the John's Pass Parking lot and the Archibald Park Parking lot – by paying the \$3/hr rate (available for up to 7 days).
3. Please keep in mind, particularly visitors, that there are other privately-run/managed parking lots throughout our City that typically charge \$4-\$8/hour as well as the occasional \$20 - \$45 full day rate/charge. These lots are NOT owned/managed/enforced by the City of Madeira Beach

Additional details are included in this report including specific departmental information and data. Please feel free to review and ask questions regarding our city services provision. Please feel free to contact me for any City matter or just to say hello:

rgomez@madeirabeachfl.gov

727.580.8014

GULF BEACHES LIBRARY

Hopefully, many of you have visited our wonderful **Gulf Beaches Library** located at 200 Municipal Dr, next to Madeira Beach Fire Station 25, across the street from the Winn Dixie shopping plaza. The library offers many exceptional services from borrowing books, cd's, museum passes to a monthly newsletter to kids/children's programs to a writer's group to the showing of various popular films to a book club.

A significant amount of information on programs, activities, and much more can be found at their internet/website:

Please check it out if you have not already and also sign up for their wonderful newsletter:



Sign Up for Library Newsletter

** Indicates required field*

Name *

First	Last
-------	------

First Last

Email *

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Library Hours

Mon. 10 am - 6pm

Tues. 10 am - 8 pm

Wed. 10 am - 6pm

Thurs. 10 am - 6pm

Fri. 10 am - 6pm

Sat. 10 am - 5 pm

Sun. Closed

While much information and numerous databases are available on-line at the Library's website, the Gulf Beaches Library also offers very convenient and expanded hours of operation, open for all in Madeira beach to visit from Monday to Saturday. Please stop by and visit our eclectic Gulf Beaches Public Library

UPCOMING SPECIAL EVENTS/ACTIVITIES/MEETINGS

- (1) **Trash Pirates monthly clean up** at Archibald Park/John's Pass Bell Tower, Sat, Nov 4, 8 am.
- (2) **CITY CIVIL SERVICE COMMISSION MEETING**, Tue, Nov 14, 3:30 pm, CITY HALL - Commission Chambers
- (3) **BOARD OF COMMISSIONERS REGULAR MEETING**, CITY HALL, Wed, Nov 8, 6 pm, - Commission Chambers
- (4) **BOARD OF COMMISSIONERS WORKSHOP**, CITY HALL, Wed, Nov 15, 3:30 pm, - Commission Chambers

(5) King of the Beach Fishing Tournament & Festival, ROC Park, Thur, Nov 9, Fri, Nov 10, Sat, Nov 11, varying hours – FIREWORKS ON Friday and Saturday nights at 9 pm



**THURSDAY NOV 9TH
CAPTAIN'S PARTY**

Gate Opens: 5pm
Reg. starts: 6:30pm

- Local Food Vendors
- ENORMOUS Raffle (\$15,000 plus in prizes)
- Marine, Arts & Craft Vendors (ORIGINAL artwork from local artists, tackle shops, + more)
- Silent Auction Ends at 9pm
- Boat Showcase



**FRIDAY NOV 10TH
CONCERT / FIREWORKS**

Gate Opens: 5pm

- Free Concert: TBD Starts @ 6:30pm
- Local Food Vendors
- Marine, Arts & Craft Vendors
- Boat Showcase
- Fireworks: 9pm



**SATURDAY NOV 11TH
KINGFISH WEIGH-IN / FIREWORKS**

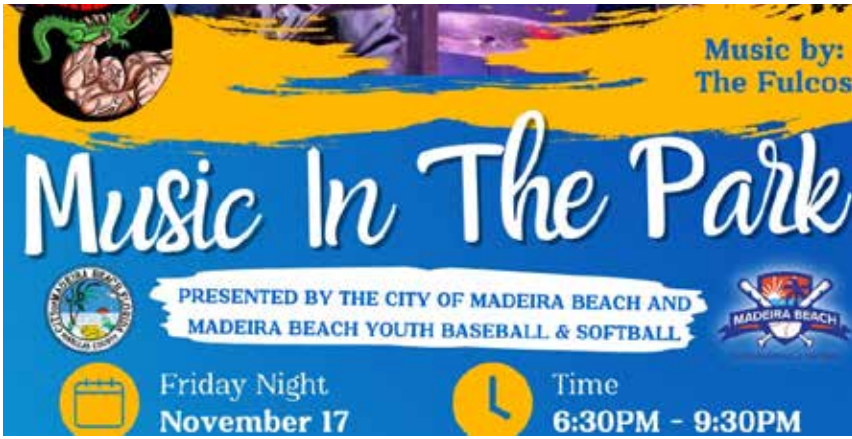
Gate Opens: 10am
WEIGH-IN starts: APP. 3:30pm

- Local Food Vendors
- Marine, Arts & Craft Vendors
- Boat Showcase
- Fireworks: 9pm



(6) Veterans Boat Parade, 11 am, American Legion – numerous viewing areas including ROC Park & Johns Pass Boardwalk

(7) Music in the Park Festival, 6:30 pm to 9:30 pm, ROC Park



- (8) **Final Friday & Trick or Treat at John's Pass Village** Event, Friday, Nov 24, 6 pm, John's Pass Bell Tower
- (9) **Madeira Beach Market on Madeira Way**, every Wednesday from 10 am to 2 pm, begins December 6



Thank you very much for your attention. Again, a huge thank you to all City staff that daily make Madeira Beach shine. Please let us know of any matter needing the City's attention. Stay Safe and enjoy Our Slice of Paradise!