



BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

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

The Board of Commissioners of the City of Madeira Beach, Florida will meet in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida to discuss the agenda items of City Business listed at the time indicated below. Meetings will be televised on Spectrum Channel 640 and YouTube Streamed on the City's Website.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT**

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

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

- 4. BOARD OF COMMISSIONERS**
 - A.** City Marina - Future Usage
 - B.** Homestead Exemption, Property Tax Changes
- 5. CITY MANAGER**
 - A.** RFP 2024-01 HR, Classification, Compensation Plans Study
- 6. FIRE**

A. Redington EMS Station Funding Agreement

7. COMMUNITY DEVELOPMENT

A. John's Pass Village Activity Center Zoning Workshop

B. Ordinance 2024-02 Open Accessory Structures

C. Potential Fence Code Amendments

8. PARKING

A. Parking - Residential

9. PUBLIC WORKS

A. Trash Collection - Residential

10. ADJOURNMENT

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

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

City of Madeira Beach Marina Master Plan

Revenue:

The largest single source of revenue is fuel. The marina currently has two pumps. One for diesel fuel and the other for non-ethanol gasoline. The largest demand is for gasoline. The estimated annual revenue is roughly 1.2 million dollars.

Improvement – Short Term:

Install one additional gasoline pump and additional short-term boat docking area for fueling. The goal is to increase annual revenue to \$1.8 million – \$2.0 million.

Improvement – Long Term:

Install one additional fuel tank if demand requires it.

Charter Captains:

“6-pack” charter captains are NOT currently allowed to pick up daily guests at the City Marina due to parking limitations. They are forced to either have their guests meet them at their home or meet them at a dock with adequate parking. In either case, the charter captain is less likely to purchase fuel, bait, food, drinks, or tackle from the City Marina.

Improvement - Short term:

Additional floating short-term docks that allow captains to dock their boats when they do not need fuel. There is room along the seawall on the opposite side of the building and parallel with the fueling dock.

Improvement – Long Term:

Increase daily parking by building an elevated parking garage. This investment would require coordination with the Public Works Department. Perhaps an area of the parking garage at grade could be dedicated to Public Works. Perhaps some of the Public Works equipment storage needs could be located closer to the beach, or perhaps there is another building lot within Madeira Beach that we haven't found yet.

Meeting Space / Restaurant:

The existing building was designed so that a second floor could be built. If built, this space could be used as rentable meeting space, or restaurant space. A second building along the seawall could be built with covered outdoor space and/or a restaurant. Guests could get breakfast before meeting their captain and meet family members for a meal and drinks after a long day at sea. Guests could enjoy the space while the fish is filleted, and the coolers are filled with the fresh catch of the day. The restaurant may even be able to cook and serve the fresh fish back to the patrons that caught it.

A dedicated area of seawall could be used for cleaning fish and for youth fishing classes.

Security:

In lieu of a tall fence to keep guests away during closed hours of operation, perhaps the dry dock boats can be secured individually to permanent “anchors”. Remove the fence and create open space with grass and shell parking / drive areas. Upgrade security cameras throughout the property.

Vision:

A more active, vibrant marina used by residents, fishing enthusiasts and tourists.

Deed Restrictions:

The marina deeds are currently restricted for “municipal marina purposes only”.

Definition:

A municipal marina refers to a facility that includes piers, wharves, and other mooring spaces. These marinas are situated on riparian property owned by a municipality and are open to the general public. The primary purpose of these facilities is to provide boats or boat slips either for rental or free use.

Common features of a **municipal marina** include:

1. **Piers and Wharves:** These structures extend into the water and provide docking space for boats.
2. **Mooring Spaces:** Designated areas where boats can be securely tied up or anchored.
3. **Boat Slips:** Individual spaces within the marina where boats can be docked.
4. **Rental Services:** Some municipal marinas offer boat rentals to the public.
5. **Public Access:** Municipal marinas are open to the general public, allowing anyone to use the facilities.
6. **Amenities:** Depending on the marina, amenities may include restrooms, showers, fuel stations, and picnic areas.
7. **Maintenance Facilities:** Marinas often have workshops or services for boat repairs and maintenance.
8. **Security Measures:** Lighting, surveillance, and security personnel ensure safety for boats and visitors.

Remember that specific features can vary based on the location and size of the municipal marina.

Courtesy of Microsoft Bing Copilot

Thomas Trask

From: Thomas Trask
Sent: Friday, October 1, 2021 10:58 AM
To: rdaniels@madeirabeachfl.gov
Subject: Use of property at the Municipal Marina

Bob,
 I have had the opportunity to review the letter of the former City Attorney, Michael Connolly dated April 20, 2006 along with the sketch on the Gulfcoast Survey, the deeds and lease referenced in the letter. I agree with Mr. Connolly's opinions subject to the acknowledgement that the Sovereignty Submerged Lands Lease on Parcel 3 was renewed on June 26, 2013. That renewal changed some of the terms of the original Lease. For example, the new lease changed the language regarding the use of the property. The old lease provided that the City is "authorized to operate an existing ninety-three (93) slip municipal docking facility exclusively to be used for mooring of non-commercial recreational vessels in conjunction with an upland marina with fuel facilities, with a sewage pump out facility". The new lease provides that the City is "authorized to operate a 85-slip commercial docking facility (64 slips on private submerged lands and 21 slips on sovereign submerged lands) with boat lifts and 2 boat ramps to be used exclusively for mooring of recreational vessels in conjunction with an upland marina and 70-unit dry storage facility, with fueling facilities, with a sewage pump out facility". Please note that Mr. Connolly opined on the possibility of having a restaurant at the marina. I agree with his opinion that a restaurant is allowed on Parcels 1, 5, 6 and 7 but not Parcels 2, 3 or 4. Let me know if you have additional questions. Tom

Thomas J. Trask, Esquire
 Board Certified in City, County and Local Government Law
 AV Preeminent® Rated Attorney
Tom@cityattorneys.legal
 TRASK DAIGNEAULT, LLP
 Harbor Oaks Professional Center
 1001 South Fort Harrison Avenue, Suite 201
 Clearwater, FL 33756
 (727) 733-0494 (Ext. 103) Phone
 (727) 733-2991 Fax

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Wiring Instruction Notice. FURTHER, WE DO NOT ACCEPT OR REQUEST CHANGES TO WIRING INSTRUCTIONS VIA EMAIL OR FACSIMILE, PLEASE CALL TO VERIFY. IF YOU RECEIVE AN EMAIL CONTAINING WIRE TRANSFER INSTRUCTIONS, CALL OUR OFFICE IMMEDIATELY TO VERIFY THE INFORMATION PRIOR TO SENDING FUNDS.

Dave

FOURNIER AND CONNOLLY, P.A.
ATTORNEYS AT LAW

ROBERT M. FOURNIER*
MICHAEL A. CONNOLLY*
SARAH E. WARREN*
WHITNEY C. COYNE

SUITE 700
1 SOUTH SCHOOL AVENUE
SARASOTA, FLORIDA 34237
TELEPHONE (941) 906-1199
FAX (941) 906-1890

KELLIE MADONNA, PARALEGAL

*BOARD CERTIFIED CITY COUNTY
LOCAL GOVERNMENTAL LAW

April 20, 2006

Paula Cohen
Community Development Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708

RE: Municipal Marina

received
4/24/06

Dear Paula:

Pursuant to your email of April 19, 2006, I have reviewed the legal descriptions and sketch submitted by Gulfoast Survey Associates. I will address herein each of the parcels and attempt to resolve each of the questions you have previously raised.

Parcel 1 references a document in the Official Records of Pinellas County in O.R. Book 1356 at Page 313. I do not have a copy of this document. Consequently, I am unable to indicate any permitted or prohibited uses on this parcel of property. Please provide me a copy of this document. *no prohibited uses*

Parcel 2 is a parcel of property containing approximately 2.4 acres described in the deed from the Trustees of the Internal Improvement Trust Fund to the City of Madeira Beach dated October 24, 1952. The deed is recorded in the Official Records of Pinellas County in O.R. Book 12638 at Page 1328. This deed prohibits the City from selling, conveying or leasing Parcel 2, or any part thereof, to any private person, firm or corporation for any private use or purpose. The deed requires that Parcel 2 be used solely for public purposes.

Can the City lease wet slips to a boat club for recreational boat rentals within Parcel 2? I believe the answer is no.

Can the City lease any portion of Parcel 2 to a boat club entity for office space regarding recreational boat rentals? I believe the answer is no.

Can the City lease any portion of Parcel 2 for a restaurant? I believe the answer is no.

Can the City allow any commercial fishing boats or commercial charters of any type at City wet slips within Parcel 2? I believe the answer is yes. The City may, however, want to

and 70 unit dry storage facility
upla

Item 4A.

85 slip
64 on private submerged
21 on sovereign
w/ boat lifts +
2 ramps

obtain the approval of the Trustees so as to remove any risk of the property reverting to the Trustees.

Parcel 3 is a piece of property containing approximately 23,640 square feet described in the Sovereignty Submerged Lands Lease Renewal dated March 25, 2003. The Lease Renewal is recorded in the Official Records of Pinellas County in O.R. Book 12638 at Page 1317. The Lease Renewal authorizes the City to operate an existing 85-slip municipal docking facility exclusively to be used for mooring of non-commercial recreational vehicles in conjunction with an upland marina with fueling facilities and a sewage pump out facility. The Lease Renewal prohibits any change in use of the marina without obtaining a regulatory permit. The Lease Renewal prohibits any restaurant or dining activities within Parcel 3. The Lease Renewal prohibits any gambling ship within Parcel 3. The Lease Renewal mandates that at least 90 percent of the slips within Parcel 3 be available to the general public on a first come, first served basis.

-expired
2/20/2013
renewed
for 10 years
(2/20/2023)
on 6/26/2013

Can the City lease wet slips to a boat club for recreational boat rentals within Parcel 3? I believe the answer is a resounding no.

Can the City lease any office space within Parcel 3 to a boat club entity for recreational boat rentals? Parcel 3 appears to be submerged lands. As such, I presume office space would not be constructed within this parcel. Nonetheless, it appears office space use would be inconsistent with the restrictions applicable to Parcel 3.

Can the City lease any portion of Parcel 3 for a restaurant use? The answer is clearly no.

Can the City have any commercial fishing boats or commercial charters of any type at the City's wet slips within Parcel 3? Once again, I think the answer is a resounding no.

Parcel 4 is the dedication from the Trustees of the Internal Improvement Trust Fund to the City dated December 4, 1975. The dedication is recorded in the Official Records of Pinellas County at O.R. Book 12638 at Page 1326. The dedication deals with a 0.206 acre parcel of property. The dedication indicates that the property is dedicated for municipal marina purposes.

Can the City lease wet slips to a boat club for recreational boat rentals within Parcel 4? I believe the answer is yes. The City may, however, want to obtain the approval of the Trustees so as to remove any risk of the property reverting to the Trustees.

Can the City lease any office space within Parcel 4 to a boat club entity for recreational boat rentals? I think the answer is yes. The The City may, however, want to obtain the approval of the Trustees so as to remove any risk of the property reverting to the Trustees.

Can the City lease any portion of Parcel 4 for a restaurant? I think the answer is probably no. I doubt a restaurant would be considered a municipal marina purpose.

Can the City allow commercial fishing boats or commercial charters of any type at City wet slips within Parcel 4? I think the answer is yes. The City may, however, want to obtain the approval of the Trustees so as to remove any risk of the property reverting to the Trustees.

Parcels 5, 6 and 7 are all included within the warranty deed dated November 9, 1953 from Mr. and Mrs. Werschin to the City. This deed is recorded in the Official Records of Pinellas County in Deed Book 1454 at Page 387. The City owns unencumbered fee simple title. The only use restriction in this deed applies to Parcel 7 on the sketch. As to Parcel 7, five feet each side and abutting the southwesterly boundary line is restricted against buildings of all kinds. I presume this refers to the boundary line between Parcel 7 and Parcel 6 as described in the Gulfcoast sketch.

Can the City lease wet slips to a boat club for recreational boat rentals within Parcel 7? I believe the answer would be yes if any portion of Parcel 7 was within the water. It appears, however, that Parcel 7 is totally a land parcel. As to Parcels 5 and 6, again there are no restrictions to prohibit wet slips. It appears, however, that these parcels are totally land parcels.

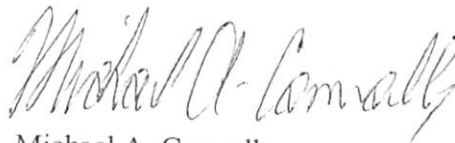
Can the City lease any office space within Parcels 5, 6 and 7 to a boat club entity for recreational boat rentals? I think the answer is yes, so long as there are no buildings within the southwesterly five feet of Parcel 7.

Can the City lease any portion of Parcels 5, 6 and 7 for a restaurant? I think the answer is yes, so long as there are no buildings within the southwesterly five feet of Parcel 7.

Can the City have any commercial fishing boats or commercial charters of any type at west slips within Parcels 5, 6 and 7? Again, it appears these parcels are totally land parcels. There are, however, no restrictions in the deed which would prohibit such use.

I hope this correspondence answers the previously raised questions with regard to the permitted and prohibited uses on the marina property. Please let me know if you need any additional information or assistance with regard to this matter.

Sincerely,



Michael A. Connolly
City Attorney
City of Madeira Beach

MAC fj1

cc: Jill Silverboard, City Manager

From: [Thomas Trask](#)
To: [VanBargan, Clara](#)
Cc: [Robin Gomez](#)
Subject: FW: Families versus LLCs
Date: Thursday, April 11, 2024 2:35:27 PM

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

Clara,

This is the email that the vice-mayor was referring to last night. Tom

	<p>Thomas J. Trask, Esquire Board Certified in City, County and Local Government Law AV Preeminent® Rated Attorney TRASK DAIGNEAULT, LLP Harbor Oaks Professional Center 1001 South Ft. Harrison Avenue, Suite 201 Clearwater, FL 33756 Phone: (727) 733-0494 (Ext. 103) Fax: (727) 733-2991 E-Mail: tom@cityattorneys.legal</p>
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From: Thomas Trask
Sent: Monday, April 8, 2024 11:32 AM
To: Ray Kerr <rkerr@madeirabeachfl.gov>
Cc: Robin Gomez <RGomez@madeirabeachfl.gov>
Subject: RE: Families versus LLCs

Ray,

See my comments in **red** below. Tom

<p>Thomas J. Trask, Esquire Board Certified in City, County and Local Government Law AV Preeminent® Rated Attorney TRASK DAIGNEAULT, LLP Harbor Oaks Professional Center</p>
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1001 South Ft. Harrison Avenue, Suite 201
 Clearwater, FL 33756
 Phone: (727) 733-0494 (Ext. 103)
 Fax: (727) 733-2991
 E-Mail: tom@cityattorneys.legal

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From: Ray Kerr <rkerr@madeirabeachfl.gov>
Sent: Saturday, April 6, 2024 3:57 PM
To: Thomas Trask <tom@cityattorneys.legal>
Cc: Robin Gomez <RGomez@madeirabeachfl.gov>
Subject: Families versus LLCs

Tom,

I was preparing to send a copy of the email below to RJ Myers of Shumaker Advisors. RJ re-introduced himself to me at a recent Legislative Update event at the Cambria and suggested that we should meet for coffee sometime. While I would like to do this, I'm not sure if I am allowed to. **There is nothing that would legally prevent you with meeting with Mr. Myers. My advice to you, however, would be for you to mention the issue at a BOC meeting and ask if the other Commissioners had an objection. More than likely, you will receive their support. That may be helpful in your discussions with Mr. Myers.**

Can I send an email to RJ Myers and include the email below in the body of the message? **Yes, but please review the BOC Rules of Procedure first. Please also make sure the email states that your email/statement reflects your own personal request/opinion and not that of the BOC.**

The email is a copy of an email that I sent to both Representative Chaney and Senator Diceglie. I sent both of these from my private email address and personal home address. I sent them as a private citizen / resident.

Am I allowed to meet with RJ with, or without the City Manager in attendance? **You are allowed to meet with Mr. Myers without the City Manager in attendance.**

I understand that previous Mayor(s) have had direct conversations with Representative Chaney and it didn't seem to be a problem.

Here is a copy of the email:

Senator DiCeglie,

I would like you to consider merging two initiatives into a single bill.

- 1. Reduction of Homestead Property Tax Increase from 3% to 2%**
- 2. HJR 1377 (2021), Disregard Flood Resistance Improvements in Property Value Assessments Measure**

Both initiatives deal with property tax assessments for homestead single family homes. It is my hope that you can merge these together and introduce a single bill in the upcoming session.

In 2021, House Joint Resolution 1377 was successfully introduced onto the Florida 2022 ballot as Florida Amendment 1,

This was the 2021 Disregard Flood Resistance Improvements in Property Value Assessments Measure.

Unfortunately, the measure needed 60% approval, and it fell short at 57.26% and was defeated.

My hope is that you are not finished with working to get this measure back on the ballot, but with a twist that would garner more approval from inland residents.

Merging two initiatives has been done successfully in the past.

In 2008, Florida Amendment 3 set a precedent that residents would approve a merged bill:

- 1. Incentivize residents to make home improvements to mitigate wind damage, and**
- 2. The installation of solar devices.**

It seems a bit of a stretch that these two types of home improvements could be combined into a single bill to improve the chance of success, but they were, and this measure was approved by 60.51% of the electorate.

According to the U.S. Census data, the resident population has been decreasing steadily on the Pinellas County barrier islands since 2000.

- Madeira Beach has lost nearly 14%**
- Indian Rocks Beach has lost nearly 29%**

Home values have significantly risen, but home ownership has changed from families that have a stake in their community to the investor that sees an opportunity for short term rentals.

We want our residents that can afford to rebuild their homes to current FEMA standards, to do so without the fear that they would be unable to stay in their homes due to increased property taxes. FEMA approved homes benefit the local municipality, and all

other branches of government. Any lost opportunity for property tax revenue increases is short-term and will easily be recovered when the improved homes are eventually sold at higher values than if the home were not improved and sold at distressed prices after a flooding event(s).

The barrier islands are a special place to call home, but unfortunately many residents are being forced to sell their homes and relocate to higher ground. The original homes that were built in the mid-1900's were all built as a single level rancher design with the living area only a few feet above the water. While this may have been okay decades ago, it is no longer. Flood maps ratings and insurance premiums make it unaffordable to maintain the status quo.

Many of these families that are leaving have lived in the area for decades. The incoming residents don't share the local history and may have different values.

The number of homestead properties are shrinking, and the electorate is shrinking.

A hurricane doesn't need to mean a total disaster. The State benefits when more homes are rebuilt to FEMA standards.

Local municipalities also benefit as they are only able to elevate the roads and infrastructure as the homes are brought into FEMA compliance.

I would encourage you to reach out to your colleagues, the Pinellas County Property Appraisers Office and to the National Association of Realtors for their input.

I look forward to your response.

Thanks,

Ray Kerr

City of Madeira Beach

Vice Mayor / Commissioner, District 2

Email: rkerr@madeirabeachfl.gov

City Cell: (727) 486-9996

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MEMORANDUM



TO: Mayor and Board of Commissioners

FROM: Robin I. Gomez, City Manager

DATE: Apr 24, 2024

RE: **RFP 2024-01 – HR, Classification, & Compensation Plans Study**

Background

The City of Madeira Beach last performed a comprehensive employee job classifications and compensation study in 2019. On January 12, 2024, the City issued the enclosed Request for Proposals (RFP) # 2024-01 to receive responses from qualified firms/companies capable of providing a Human Resources, Classification, and Compensation Plans Study.

Review/Discuss

Staff issued the RFP on Friday, January 12, 2024, with responses due on Friday, February 9, 2024. The City advertised the RFP on its City website, and via the online Demandstar site. We received five (8) responses:

1. AutoSolve, Inc
2. Bolton Partners, Inc
3. Cody & Associates, Inc
4. Evergreen Solutions, LLC
5. Gallagher Benefit Services, Inc
6. Gehring Group
7. Paypoint HR, LLC
8. Pontifex Consulting Group, LLC

Four (4) City staff, Clint Belck, Fire Chief; Clara VanBlargan, City Clerk; Megan Powers, Assistant to the City Manager, and myself, met on February 20 and February 21, 2024, to review the five (8) responses against the below scope of services and scoring/evaluation criteria:

The study shall evaluate the present salary structure as compared to the specific job market for comparable positions in the public sectors. The consultant shall perform or provide the following:

- a) Review and evaluate Human Resources/Personnel processes relative to all City job classifications and compensation.
- b) Review and evaluate all current job classifications to ensure compliance with federal, state, and local laws and regulations including the Fair Labor Standards Act, exempt/non-exempt classifications, and all other applicable personnel provisions.

- c) Review all current job classifications, confirm, and recommend changes to hierarchical order of jobs using your evaluation system.
- d) Establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions as required (prefer to assess duplicate benchmarks – both municipalities as well as local employers).
- e) Identify potential pay compression issues and provide potential solutions.
- f) Analyze and recommend changes to the present compensation matrix and/or structure to meet the market analysis. This recommendation may include recommendations for individual positions as well.
 - Qualifications, staffing, reputation
 - Understanding of the scope of services/work
 - Demonstrated ability to meet requirements
 - Experience and expertise
 - Client/end user satisfaction
 - Quality Assurance Control Program/Policy

The eight (8) responses were also reviewed by the City's Civil Service Commission on March 7 and April 9, 2024; and with City staff input recommended the firm Ghering Group to recommend to the City Commission to perform the study. City staff is recommending to the City Commission that staff begin negotiating an agreement with the Ghering Group to bring back to the Commission for their approval at the May 8, 2024, Commission Meeting.

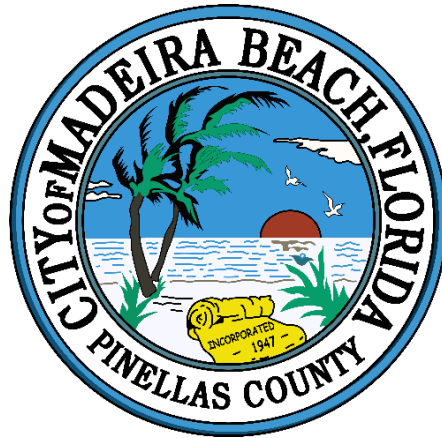
Enclosed is the Ghering Group's proposal. The other seven (7) proposals are available in the City Manager's office and will be placed on the City's internet site.

Fiscal Impact

FY 24 budget for the study is \$50,000. City staff will negotiate with the Ghering Group that provided a study cost totaling: \$37,640.00

Recommendation

Staff to begin negotiating agreement with recommended firm, Ghering Group.



Request for Proposal #2024-01

HR, Classification, and Compensation Plans Study

Proposals due by Friday, February 9, 2023

At 3:00 pm

M a d e i r a B e a c h

C i t y H a l l

300 Municipal Drive

Madeira Beach, FL 33708

CONTACT:

Robin I. Gomez, City Manager

Phone: 727-580-8014

Email: rgomez@madeirabeachfl.gov

REQUEST FOR PROPOSAL / INTRODUCTION

The City of Madeira Beach is seeking proposals from qualified consultants to conduct a comprehensive HR (human resources), classification, and compensation study and analysis.

Qualified firms must have a minimum of five (5) years of public sector 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.

Firms/vendors are required to submit written proposals that present the vendor's qualifications and understanding of the work to be performed. The firm's/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 3:00 pm, Friday, February 9, 2024, contact below:

City of Madeira Beach
 Attn: Robin I. Gomez
 Re: RFP 24-01 HR, Classification, and Compensation Plans Study
 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.
- (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 RFP 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 "**RFP 24-01 HR, Classification, and Compensation Plans Study,**"

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 & RFP Issued	Friday, January 12, 2024, 10 am
Questions Due	Friday, January 26, 2024, 2 pm
RFP Submittal Date and Time	Friday, February 9, 2024, no later than 3:00 pm
Evaluation Committee Review*	Tue, February 20, 2024 – Wed, February 21, 2024, time TBD
Selection/Recommendation to Civil Service Commission for Review*	Thursday, March 7, 4:00 pm
Selection/Recommendation to City Commission for Review*	Wed, March 13, 6:00 pm
Commission to award contract*	Wed, April. 10, 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 Proposal 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.

Pursuant to Florida Statutes § 287.05701(3), prospective Proposers are notified that the City will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor will it give preference to a vendor based on the vendor's social, political, or ideological interests.

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 may 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

Once the Evaluation Committee has reviewed all Proposals it will rank them in order of preference and will provide its recommendations to the City Manager for presentation to the Civil Service. If the Manager concurs with the rankings, then the Manager will, either directly or through a designee, negotiate final terms and conditions, including a project schedule and project budget. The successful Proposer will be required to execute a contract with the City containing such terms and conditions as the Proposer and Manager negotiate. Once the Proposer executes the agreement, the City will approve the agreement in the manner set forth in § 2-193 of the City Code.

PART B:

PURPOSE:

The City of MADEIRA BEACH is seeking proposals from qualified consultants to conduct a comprehensive HR, classification, and compensation plans study and analysis.

The City employs full-time employees in unique job classifications. The City of MADEIRA BEACH operates under a Council/Manager form of government.

BACKGROUND:

The City employs full-time and part-time employees in unique job classifications. The City of Madeira Beach operates under a Council/Manager form of government.

SCOPE OF SERVICES:

The study shall evaluate the present salary structure as compared to the specific job market for comparable positions in the public sectors. The consultant shall perform or provide the following:

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

CITY RESOURCES

The City will provide copies of all pay ranges, job classifications, previous studies and any other available in-house information requested by the selected consultant that may be required to complete the study.

COST PROPOSAL

This request for information does not, under any circumstance, commit the City to pay any costs incurred by any proposer in the submission of qualifications. The proposer is responsible for all costs associated with response to this request.

PART C:**PROPOSAL RESPONSE REQUIREMENTS**

1. *The total number of pages in the proposal shall not exceed 15 pages.*
2. 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: _____

1. **Introduction** – On a cover sheet to the proposal, provide the official name, address, phone number and fax number of the applicant, as well as the name of the principal contact person and the name of the person authorized to execute the contract.
2. **Experience and Qualifications** –
 - a. A brief description of the experiences and qualifications.
 - b. Listing and bios of proposed staff member(s) who will be performing the services.
 - c. A brief description of the organization.
 - d. A list of cities for which the consultant has conducted the comprehensive classification and compensation studies (within the past five years).
 - e. A list of three recent client references, including telephone numbers, email addresses, and addresses.
3. **Approach/Methods Used to perform the Project** – Detailed description of the services and methods by which the work set forth in the RFP will be performed. The description shall include the following items:
 - a. Proposer’s understanding of the services to be provided.
 - b. Complete methodology to be used in determining benchmark positions, other cities and counties to include in the survey, and determining salary ranges.
 - c. Description of the system you utilize to determine internal equity.
 - d. Description/philosophy in determining market rates and how that relates to individual classification and what connection that might be to the pay table. Also, provide a description on how you determine minimums and maximums on the pay table.
 - e. Estimated time the project will take from beginning to completion date.
4. **Cost Proposal** – This section should contain a complete breakdown of all costs relating to the content of the proposal, including the maximized total cost, as well as an itemized breakdown of the compensation required to accomplish the full performance of all tasks outlined in the proposal. Upon selection, it is expected that the consultant will make a minimum of 2 visits to

the City. One to kick off the project to include meetings with staff to discuss issues and a meeting to present findings to the Civil Service Commission, the Board of Commissioners, the City Manager, and select staff.

- 5. **Materials to Submit** – Interested firms must submit eight copies of their proposal and one copy (USB – PDF Format). All bid proposals must be submitted in person or by mail to the Attention of the City Manager no later than Friday, February 9, 2024, at 3:00 p.m., at which time the sealed bid proposals will be opened in a public meeting for that purpose. ALL bid proposals must be clearly marked “SEALED” outside the package. The address to submit the seal bid proposals:

City of Madeira Beach
 Attention: Robin I. Gomez, City Manager
 300 Municipal Drive
 Madeira Beach, FL 33777

- 6. **Review Process** – The City of MADEIRA BEACH reserves the right to reject any or all submittals. The City may request one or more firms to provide a detailed proposal.

7. **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 _____, 2024.

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 Public]

Requests for Additional Information

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

Signature of Proposer's Agent

Title

Printed Name

Date



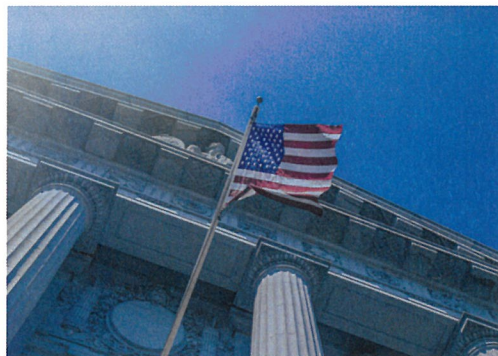
CITY OF MADEIRA BEACH

HR, CLASSIFICATION & COMPENSATION PLANS STUDY
RFP NO. 2024-01

Due Date: Friday, February 9, 2024 at 3:00 p.m.

Proposal Contact: Cindy Thompson, V.P. of Operations
Tel: (800) 244-3696 or (561) 626-6797 | **Fax:** (561) 626-6970
Contact Email: cindy.thompson@gehringgroup.com
Address: 3500 Kyoto Gardens Dr., Palm Beach Gardens, FL 33410
Binding Authority: Kurt N. Gehring, Managing Director

Supporting the public sector our communities rely on.





Corporate Headquarters
3500 Kyoto Gardens Dr
Palm Beach Gardens, FL 33410

561.626.6797 office
800.244.3696 toll free
561.626.6970 fax

February 7, 2024

City of Madeira Beach
Attn.: Robin I. Gomez
300 Municipal Drive
Maderia Beach, FL 33708

Re: RFP #24-01 HR, Classification, and Compensation Plans Study

Dear Evaluation Committee Member:

Gehring Group, a Risk Strategies Company (Tax ID: 16-1689464), is pleased to provide this proposal in response to the City of Madeira Beach's RFP #24-01 for HR, Classification, and Compensation Study Plans. Through our extensive experience over the past 30 years serving as public sector consultant/broker for over 130 Florida public sector entities, we are confident that our firm will offer hands-on public sector experience, and an unparalleled service standard with our ongoing goal of not merely meeting the City of Madeira Beach's needs but exceeding its expectations.

Gehring Group has grown to become one of the most respected employee benefits, risk management, and human capital consulting agencies in Florida. As in typical Gehring Group fashion, every service we offer has been inspired by client feedback. Our team at Gehring Group averages over 15 years of industry experience, and our Human Capital consulting team has more than 50 years of experience in human resources leadership and consulting experience with an emphasis in the public sector, working with various full-service towns and cities throughout Florida. Upon becoming a division of RSC Insurance Brokerage, Inc. (d/b/a Risk Strategies Company) on January 1, 2022, Gehring Group now has even more to offer. RSC has over 5,000 valued team members, in-house legal, human capital management, data analytics, and other consulting resources available. We are industry leaders, ranking in the top three in the country in various specialties and have a robust offering in human resources consulting, employee benefits and property and casualty broker services.

As part of the Risk Strategies family, Gehring Group continues our public sector focus, currently serving over 130 public sector clients in Florida, including county and municipal governments, special taxing districts, county constitutional offices, aviation authorities, colleges, public utilities, and school boards. Additionally, our team works with entities near the City of Madeira Beach such as Pinellas County Sheriff, Pinellas County Transit Authority, Pinellas County Housing Authority, Clearwater, Dunedin, and Treasure Island, which provides us with the advantage of knowing the local market and the challenges of hiring and retaining talent both in the local area and other agencies throughout the state of Florida. Gehring Group is unique in our qualifications to be your consultant for the compensation study for several notable reasons:

1. **Public sector is our only industry specialty** which will allow the City to leverage our extensive knowledge and understanding of your unique needs. Gehring Group's proposed team has extensive prior human capital experience working directly for the public sector at municipal governments, fire districts, sheriff's office, school boards, colleges, and county constitutional levels. Therefore, our team understands your environment and culture.

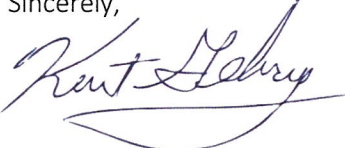
- 2. **Extensive hands-on knowledge of public sector employment practices.** The team dedicated to this project has conducted comprehensive job classification, compensation, and benefits studies as human resources professionals working directly for public sector entities. This includes FLSA wage and hour position compliance, developing job descriptions and career pathing, gender equity audits and policy development relating to hiring, promotions, demotions, transfers etc. The team also has extensive experience in administering all aspects of total rewards programs, including compensation, employee benefits and wellness.
- 3. **Consulting Software Tools** for job analysis, compensation data gathering, and a proprietary system for benefit comparisons, which allows the Gehring Group to provide creative solutions within our final products.

Gehring Group, a Risk Strategies Company, will ensure that the final proposal aligns with The City of Madeira Beach’s philosophy regarding equitable pay, is compliant, continues to attract applicants to join the organization, and motivates and rewards employees to continue their employment by being competitive in the market. Due to our public sector expertise, we realize that a “one-size-fits-all” strategy regarding compensation and benefits does not work. Our human capital consulting team understands the uniqueness of the public sector as it has worked directly for public sector employers prior to joining the Gehring Group. The team has hands-on experience and knowledge of operations and staffing including cities, counties, police and fire, county constitutional environments, colleges, and school boards. We have a comprehensive understanding of compensation and benefits best practices utilized to recruit and retain talent. This gives us the ability to provide multiple solutions and cost options. **The Proposer hereby acknowledges receipt of Addendum #1 to the RFP dated January 29, 2024.**

The individual that is authorized to bind the Proposer is Kurt Gehring, Managing Director, who is located at Proposer’s local office, 3500 Kyoto Gardens Drive, Palm Beach Gardens, FL 33410, and whose telephone number is (561) 626-6797 | (800) 244-3696. Mr. Gehring can also be reached via email at the email address below.

Proposal Contact:	Cindy Thompson, VP - Operations	cindy.thompson@gehringgroup.com
Project Manager:	John Muller, Director of Growth	john.muller@gehringgroup.com
Executive Staff:	Kurt Gehring, Managing Director	kurt.gehring@gehringgroup.com

In summary, Gehring Group makes a positive commitment to perform the services outlined in the City of Madeira Beach’s RFP. Gehring Group’s approach to the business, coupled with our extensive public sector experience, familiarity with applicable regulations, relevant market relationships, and enthusiasm make us the consultant of choice. We thank the members of the selection committee in advance for the review of our comprehensive response and stand ready to provide any additional clarification upon review of this proposal’s contents.

Sincerely,


Kurt N. Gehring, Managing Director & National Practice Leader – Public Entities
 Gehring Group, a Risk Strategies Company

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Tab 1: Experience, Qualifications, & References

- a. A brief description of the experiences and qualifications.
- b. Listing and bios of professional staff member(s) who will be performing the services.
- c. A brief description of the organization.
- d. A list of cities for which the consultant has conducted the comprehensive classification and compensation studies (within the past five years).
- e. A list of three recent client references, including telephone numbers, email addresses, and addresses.

About Gehring Group, A Risk Strategies Company

Gehring's Human Capital consulting practice is made up of public sector HR leaders that have worked for over 50 years with and for Florida public sector organizations. The Team has vast knowledge and experience in many areas including but not limited to:

- Classification and compensation programs
- Benefits Analysis
- Job Description redesign, including all legally required aspects of all job descriptions
- Recruitment and Retention
- Career path development and implementation
- Benchmarking surveys and research
- Policy Development and Implementation
- Total Reward Strategy
- Organizational performance and design
- Performance management and incentive compensation

In addition, members of the proposed service team have experience working extensively on compensation, classification, and benefits analysis projects of public entities including city and county governments, special taxing districts, county constitutional offices, aviation authorities, public utilities, colleges, and school boards. We have the knowledge necessary to recruit and retain employees in the public sector by creating plans that attract the right talent, and we can address the specific challenges faced by public institutions. We collaborate with our clients to fully understand their needs and align our services to meet the scope of each project.

Detailed below we have included the specific relevant experience of the team in direct relation to understanding and analyzing compensation and classification programs for public sector positions as well as bargaining units and management positions. The following includes examples of specific positions that the Gehring Group team have extensive knowledge:

- Management Level Positions Specific to City/County Operations
- Supervisor/ Manager/Department Director at all levels
- Administrative positions at all levels
- Professional office positions such as IT, Human Resources, Risk Management, Finance & Accounting
- Marketing, Public information, and Events positions
- Purchasing/Buyers
- Storekeepers/Inventory/Asset Technicians
- Parks & Grounds Maintenance positions, including Cemetery Operations

- Fleet Maintenance
- Engineers
- Electronics Technician
- Law Enforcement (Sworn) officers/Detention Deputies
- Non-Sworn public safety positions
- Utility Service Workers/ Plant Operators
- Building Officials/ Code Enforcement/Permitting and Field Inspection Representatives
- Equipment Operators, including Solid Waste & Streets

We are confident that our team members’ experience working for public sector agencies over the past 50+ years will certainly prove advantageous to The City of Madeira Beach.

Public Sector Experience

Gehring Group Public Sector Clients	
Apopka, City of	Marco Island, City of
Atlantis, City of	Margate, City of
Boca Raton, City of	Martin County BOCC
Boca Raton Housing Authority	Martin County School District
Boynton Beach, City of	Martin County Sheriff’s Office
Brooksville, City of	Monroe County BOCC
Broward College	Naples, City of
Cape Coral, City of	North Palm Beach, Village of
Cape Coral Professional Firefighters HIT	North Port, City of
Career Source Palm Beach County	North River Fire District
Charlotte County BOCC	Oakland Park, City of
Children’s Services Council of Palm Beach County	Ocean Ridge, Town of
Citrus County BOCC	Okaloosa County BOCC
Clearwater, City of	Oldsmar, City of
Clerk & Comptroller, Palm Beach County	Orange County Tax Collector
Cocoa, City of	Osceola County Sheriff’s Office
Cocoa Beach, City of	Oviedo, City of
Coconut Creek, City of	Pahokee, City of
Cooper City, City of	Pahokee Housing Authority
Coral Gables, City of	Palm Bay, City of
Coral Springs, City of	Palm Beach County Sheriff’s Office
Dania Beach, City of	Palm Beach, Town of
Davie, Town of	Palm Beach Shores, Town of
Deerfield Beach, City of	Palm Harbor Fire Rescue District
Delray Beach, City of	Palm Springs, Village of
Delray Beach Housing Authority	Parkland, City of
Dunedin, City of	Pasco County Clerk of Circuit Court & Controller
Estero Fire & Rescue District	Pasco County Sheriff’s Office
Estero, Village of	Pinellas County Housing Authority
Fellsmere, City of	Pinellas County Sheriff’s Office
Flagler County Sheriff’s Office	Pinellas Suncoast Fire and Rescue
Florida Keys Aqueduct Authority	Pinellas Suncoast Transit Authority

Gehring Group Public Sector Clients	
Florida PACE Funding Agency	Pompano Beach, City of
Florida Sheriff's Association	Port of Palm Beach
Fort Lauderdale, City of	Port St. Lucie, City of
Fort Myers, City of	Riviera Beach, City of
Fort Myers Beach Fire Control District	Rockledge, City of
Greenacres, City of	Royal Palm Beach, Village of
Gulfstream, Town of	Sanibel, City of
Hernando County BOCC	Sarasota County Sheriff's Office
Hernando County School District	Satellite Beach, City of
Highlands County BOCC	Seacoast Utility Authority
Hillsborough County Aviation Authority	Sebastian, City of
Hillsborough County Sheriff's Office	Sebring, City of
Hollywood, City of	Solid Waste Authority of Palm Beach County
Indian Trail Improvement District	South Florida Water Management District
Iona McGregor Fire District	Southern Manatee Fire Rescue District
Islamorada, Village of Islands	Southwest Ranches, Town of
Juno Beach, Town of	Spring Creek Charter School
Jupiter Island, Town of	St. Lucie County Sheriff's Office
Key West Housing Authority	St. Lucie County Fire District Employees HIT
Key West, City of	Stuart, City of
Keys Energy Services	Tampa Bay Water Authority
Lake Park, Town of	Tarpon Springs, City of
Lake Park Community Redevelopment Agency	Tax Collector, Palm Beach County
Lake Worth Beach, City of	Tax Collector, St. Lucie County
Lake Worth Drainage District	Tequesta, Village of
LWB Community Redevelopment Authority	Government of the US Virgin Islands
Lee County Sheriff's Office	Venice, City of
Loxahatchee Groves, Town of	Virgin Islands Water and Power Authority
Loxahatchee River District	Walton County BOCC
Manalapan, Town of	Walton County Sheriff's Office
Mangonia Park, Town of	Wellington, Village of
Marianna, City of	West Manatee Fire Rescue District
Marco Island, City of	West Palm Beach, City of

We also invite you to review our client video testimonials which can be accessed by clicking on or scanning the QR code to the right. Below are the bios of the team members that will be specifically assigned to this project if awarded:



Project Manager

John Muller, SPHR, SHRM-SCP – Director of Growth

Education: University of Miami, Florida Atlantic University

Degree: B.B.A. Business Management/Organizational Development, M.B.A. International Business

Additional Certifications: SPHR, SHRM-CP

Industry Tenure: 20+ years

Experience & Qualifications

John Muller is a Human Resources leader with over 20 years of experience. As Director of Growth for Gehring Group, a division of Risk Strategies, John leads Gehring's human resources services practice.

Having worked in public sector HR at the Federal and local levels, John has a strong background both in Talent Acquisition and Retention as well as in performing the developmental work needed to improve HR programs and personnel policies, including staffing analysis, job classification, and compensations studies with Federal and local government entities. While with U.S. Department of State, he was charged with assessing staffing plans and hiring professionals in diplomatic services, IT, Education, finance, and other key civilian advisory roles to work in Afghanistan and Iraq. He was highly successful in accomplishing the goals set for this difficult task and then identified as a strong HR leader to support the US Embassy Baghdad's mission in Iraq. John volunteered to serve in Iraq for the period of one year introducing important and valued improvements to the office of Human Resources at US Embassy Baghdad. John has also worked on job classification and compensation studies with local government entities.

John earned a Bachelor's in Business Administration majoring in Business Management and Organizational Development from the University of Miami and a MBA from Florida Atlantic University. He holds his SPHR and SHRM-SCP as well as becoming a certified Predictive Index Analyst. John is also an active member of SHRM, and its local Chapter (PBC SHRM) as a member of the Board of Directors, as well as serving as Chair of the Council of Insurance Agents and Brokers (CIAB) HR working group as well as a graduate and lifetime member of Leadership Florida (Class XL).

Public Sector Experience

John's extensive experience includes HR leadership, talent acquisition, total rewards, training & development, and HR consulting services for such large public sector employers as the U.S. Department of State, Palm Beach County Clerk & Comptroller, City of Palm Bay, City of Cocoa Beach, Sarasota County Sheriff's Office, Martin County School District, Martin County Board of County Commissioners, Keys Energy, Hillsborough County Aviation Authority, and St. Lucie Fire Rescue District.

Lead/Local Consultant

Janet Bodner, MPA – Senior HR & Risk Services Consultant

Education: Syracuse University

Degree: M.S. Public Administration

Industry Experience: 20+ years

Experience & Qualifications

Janet Bodner is an experienced leader and consultant with over 25 years of experience in Human Resources and Operations. As a Senior HR Consultant, Janet lends her vast experience to helping Government entities develop competitive compensation structures, innovative talent development strategies, and training programs that retain top talent.

Janet is a results-focused leader who delivers motivational solutions that help organizations to harness the full power of their most valuable assets-their people. She is dedicated to creating robust organizational solutions that promote continuous business growth and cultivate customer loyalty by empowering and motivating organizations to implement fair and competitive compensation structures, participatory training, and development programs, restructuring of personnel policies and procedures that meet both legal requirements and are reflective of the specific needs of the organization.

Prior to beginning her HR career, Janet served as an Executive Director for several not-for-profit organizations. During that time, she was awarded several grants that allowed the Booker T. Washington Community Center to continue providing various after school programs for children from low-income families. Janet then led HR and Benefits teams for counseling centers and hospices before joining the Manatee County Government, where she has held roles ranging from Finance to HR.

Janet has a bachelor’s degree in political science from Wells College in Aurora, New York. Upon completion of her undergraduate degree Janet pursued and earned a Master’s in Public Administration (MPA) from the Maxwell School of Public Administration and Citizenship at Syracuse University. While earning her master’s degree Janet was selected to intern under Supreme Court Justice Ruth Bader Ginsburg.

Public Sector Experience

Janet joined Manatee County as a Senior Fiscal Manager. From that position she was promoted to manage the County’s Health Benefits for a population of over 4000. For over 13 years, Janet has served the people of Manatee County. She has a robust background in the public sector total rewards (compensation & benefits) strategy focused on attracting and retaining top talent. Janet’s finance and operations leadership skills were used across other HR disciplines and departments within the Manatee County government.

References

Provided below is a list of three (3) recent client references:

Client Name:	Hillsborough County Aviation Authority
Address:	4160 George J. Bean Parkway, Ste 2400, Tampa, FL 33607
Contact Name:	Nancy Duggan, Director of Human Resources
Telephone:	(727) 348-1618
Email:	nduggan@tampaairport.com
Description of Services:	In addition to our full scope of benefits services, the Aviation Authority contracted with the Gehring Group to implement a compensation study. Our team reviewed market data compiled by Aviation Authority staff for internal and external equity within pay bands. Based on the market survey data we conducted a compression analysis and provided cost options for implementation. A review of the job descriptions was also conducted. Gehring Group staff met with each Department to review the results of the study. Once this was completed and adjustments were made, our team created a communication plan and conducted onsite meetings with employees. After the review, adjustments were made, and our team created a communication plan and conducted an onsite meeting with employees to advise and provide education. In addition to this project, we developed a policy of best practices for pay inclusive of new hires, promotions, demotions, transfers, specialty pay etc.

Client Name: City of Coral Springs
Address: 9500 W. Sample Road, Coral Springs, FL 33065
Contact Name: Kathy Reul, Director of Human Resources
Telephone: (954) 344-1167
Email: kreul@coralsprings.gov
Description of Services: Gehring Group was contracted to provide a compensation analysis for the City of Coral Springs. Our team was asked to identify comparable peer agencies and conduct a market analysis for each of the City's 300 plus job classifications and benchmark them at the 75th percentile. Upon completion of the analysis, we develop^{ed} a new pay plan for the City as well as re-classifying several positions. After reviewing with City HR staff, Gehring Group conducted a compression analysis for all classifications and employees in each classification. This information was reviewed, with an estimated cost proposal, with the City Manager. The City Manager accepted Gehring Group's recommendation, and after a final review with HR, Gehring Group presented the final pay plan to the City during meeting with City Leadership.

Client Name: City of Apopka
Address: 120 E Main Street, Apopka, FL 32703
Contact Name: Joseph Patton, Ph.D., Director of Human Resources
Telephone: (407) 703-1803
Email: jpatton@apopka.net
Description of Services: Gehring Group contracted with the City of Apopka to conduct a class and compensation study for over 170 classifications, to include reviewing and updating the City's job descriptions; and conducting a benefits comparison study with peer agencies. Our team is working with the City to finalize the data collected using our Job Analysis Tool. We expect to finish updating job descriptions before finalizing the compensations analysis.

Tab 2: Approach/Methods Used to Perform Project

Detailed description of the services and methods by which the work set forth in the RFP will be performed. The description shall include the following items.

a. Proposer's understanding of the services to be provided.

Per the City of Madeira Beach's RFP #2024-01 for HR, Classification, and Compensation Plans Study, Gehring Group understands the scope of services to include, but not be limited to, the following:

Project Approach

The team will take a unique and systematic approach to accomplish this project for total review of current compensation and classification for all employee groups. The project team's previous public sector experience afforded them the opportunity to conduct internal compensation and classification studies and the ability to understand the client perspective of outsourcing a compensation study for their entire organization. Our team puts the client's experience first to ensure that we not only provide thorough and detailed information based on the scope of the project, but also an interactive partnership with the City of Maderia Beach providing meaningful updates, flexibility, and comprehensive information that is clear and concise.

This approach includes gathering background information from City staff, determining sources for the market data, analyzing the data, developing alternative proposals with cost calculations, recommendations on how to implement the proposals, and implementation training. Gehring Group will ensure that recommendations assist with achieving the City's objectives.

To create a well-designed classification and compensation program, the Gehring Group team will meet with City staff to ensure our understanding of the current objectives and strategic plan initiatives as they relate to compensation. The team uses a multiple step approach starting with in-person meetings, data gathering, job classification review, market research, analysis and finally drafting multiple recommendations for consideration. Additionally, the team will provide monthly progress updates during the project which allows for transparency, flexibility, and the ability to address concerns and feedback from the City. Details for each of these steps are listed below:

Step 1 – Project Planning - Week 1

1

- Gehring Group team to schedule a discovery meeting with City staff to discuss scope of project, milestones and deliverables
- Discuss City's business goals, objectives and organizational needs
- Discuss City's budget available for suggested adjustment for the compensation and classification study
- Discuss and review peer agencies used in the study
- Review Gehring Group's method of data collection
- Complete an overall assessment of current programs
- Request a list of data to include current employee pay, benefits and demographics
- Discuss communication strategies for project commencement, regular updates and final completion

Step 2 – Review Current Program with Human Resources - Weeks 2 through 3

2

Discuss and collect data on the current pay programs and relevant Human Resources policies for evaluation and review.

- Pay Grades
- Pay Ranges
- Pay Increase History
- Job Descriptions
- Any additional applicable policies

Step 3 – Leadership/Management Discovery - Weeks 4 through 5

3

It is important to gather compensation philosophy input from the leadership/management team through a collaborative process. This will assist with obtaining buy-in from key decision makers.

Meet with leadership and management to discuss current pay and benefits programs' effectiveness

- Pay challenges, strengths, and weaknesses
- Talent pool considerations/obstacles
- Competitors in job market

Step 4 – Employee Input & Job Audits - Ongoing

4

- Employees feedback using Job Analysis Tool
- Employee input meetings (if necessary)

Step 6 – Conduct Market Study – Weeks 6 through 8

5

Finding one data source that meets all your organizations' needs is rare. Therefore, at the Gehring Group, we use multiple sources to ensure the data is accurate.

- Conduct a review of all job classification
- Edit and/or develop new job classifications and descriptions (Option 1)
- Determine which jobs will be used for compensation benchmarking
- Collect total compensation information from comparable agencies and National Compensation Survey data for Local, State, and Federal compiled by the U.S. DOL Bureau of Labor Statistics, including:
 - Salary & wages and benefits
- Benchmark jobs based on essential functions
 - Determine appropriate competitive labor market and data sources(municipal and local)
 - Gather data based on local, regional, national markets
 - Utilize relevant trade and professional association data
- Review positions based on internal and external equity
- Conduct review of benefit plans and benchmark against comparable agencies (Option 2)

Step 7 – Data Analysis – Weeks 9 through 10

6

Based on initial meetings, the Gehring Group will match the City's pay philosophy to the market data.

- Create market comparison spreadsheets
- Compare market data to current pay plan

- Evaluate current employee pay to market data based on compression
 - Identify compression issues and provide possible solutions
 - Consideration may be given for years of service/experience in job
- Review job family data and organizational charts to recommend career ladders
- Properly age data based on implementation timelines

Step 8 – Review Initial Finding with Staff - Week 11

7

Once all the data is gathered it will be reviewed for extreme variables and adjusted appropriately.

- Review market/target data draft proposals with HR and Executive Management
- Provide job descriptions used and review with the City to validate roles and responsibilities for equity
- Define the market position in relation to the base pay
- Clarify any anomalies or outliers
- Make adjustments to pay data as needed

Step 9 – Proposal Pay Plan Design Changes – Week 12

8

Based on market data and internal equity, provide proposals for new/adjusted pay grades and ranges

- Propose consistent recommendations specific to out of pay range incumbents and employees who have reached the maximum of the newly proposed pay grade
- Recommend potential changes to job titling, job descriptions, job families and career ladders
- Conduct compression analysis for all positions based on new pay ranges
- Discuss the potential impact to employee pay for each of the proposals
- Create best practice options and costing proposals for all employee groups and provide
- Provide implementation plan, including procedures, policies, and methods to maintain an on-going Classification and Compensation Plan that is fair and competitive
- Deliver final written report, including discussion of methods, techniques, and data used to develop the Classification and Compensation Plan, and provide estimated financial impact.
- Present the findings and recommendations to City Staff and leadership

Throughout the above steps, the Gehring Group team will meet with City staff to review progress to date and ask any questions relevant at that point. We anticipate this project concluding within 12 weeks of commencement. The timeline can be adjusted based on the City's needs and responsiveness.

Tab 3:

Cost Proposal

This section should contain a complete breakdown of all costs related to the content of the proposal, including the maximized total cost, as well as an itemized breakdown of the compensation required to accomplish the full performance of all tasks outlined in the proposal. Upon selection, it is expected that the consultant will take a minimum of 2 visits to the City. One, to kick off the project to include meetings with staff to discuss issues and a meeting to present findings to the Civil Service Commission, the Board of Commissioners, the City Manager, and select staff.

Cost Proposal

Gehring Group proposes an all-inclusive project fee of **\$27,640** to complete all objectives outlined in this proposal and corresponding RFP for the initial report. This fee includes all work, materials and expenses related to completing the project. Gehring Group will invoice the City of Madeira Beach in equal monthly installments through completion of the project.

Task	Project Manager Hours	Lead Consultant Hours	Total Hours
Discovery Phase	10	30	40
Benchmarking/Data Analysis	10	60	70
Create Proposal/Pay Bands	10	10	20
<u>Final Report</u>	10	10	20
Total Hours	40	110	150
Hourly Rate	\$220	\$144	
Travel			\$3,000
<u>Total Report Fees</u>	\$8,800	\$15,840	\$27,640

Gehring Group also proposes options not included in the scope of this RFP for the following:

1. Comprehensive job description review, revision, and development (if needed) - \$10,000
2. Comprehensive benefits plan review and benchmark study (including reports) - \$10,000
3. Annual compensation benchmark data refresh (of agencies used in this study) - \$10,000 (each year)

Tab 4: Drug Free Workplace Certification

Please see the completed, signed, and notarized Drug Free Workplace Certification Form immediately following this Tab 4.

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 Kurt N. Gehring

[print individual's name and title]

Managing Director for RSC Insurance Brokerage, Inc.

[print name of entity submitting sworn statement]

whose business address is: 3500 Kyoto Gardens Drive Palm Beach Gardens, FL 33410 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: FEIN # 16-1689464

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: Kurt Gehring
Title: Kurt N. Gehring, Managing Director
Company: RSC Insurance Brokerage, Inc.

NOTARY PUBLIC

STATE OF FLORIDA

CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FL

Sworn to and subscribed before me this 6th day of February, 2024.

by Kurt N. Gehring who

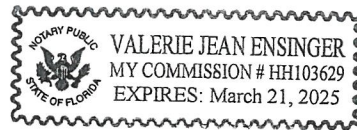
is personally known to me OR Produced identification

personally known [type of

identification] My commission expires March 21, 2025

Valerie Jean Ensinger
Notary Public Signature Valerie Jean Ensinger

[Print, type or stamp Commissioned name of Notary Public]



Requests for Additional Information

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

Signature of Proposer's Agent

Kurt Gehring

Title

Managing Director

Printed Name

Date

Kurt N. Gehring

February 6, 2024



MEMORANDUM

TO: Hon. Mayor and Board of Commissioners
THROUGH: Robin Gomez, City Manager
FROM: Clint Belk, Fire Chief
DATE: April 24, 2024
RE: Redington EMS Station Funding Agreement

Background

The County and the Redington communities have determined the need for an EMS Station to serve the Redington Beaches and Madeira Beach. Currently, the Madeira Beach Fire Department provides fire rescue services to the three neighboring communities and is under contract with Pinellas County for EMS. The City of Madeira Beach/Madeira Beach Fire Department will staff the Redington Beach EMS Station and be the service provider.

The City of Madeira Beach will manage the design and construction of the Redington EMS Station.

Fiscal Impact

Pinellas County is making the local option infrastructure sales tax funds, Penny for Pinellas, available to provide funding assistance for the construction of the new station.

Recommendation

Staff recommends that the Redington Beaches EMS Station Funding Agreement be approved.

Attachment(s):

Redington Beaches EMS Station Funding Agreement



REDINGTON BEACHES EMS STATION FUNDING AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2024, between the City of Madeira Beach, a Florida municipal corporation, (“City”), and Pinellas County, a political subdivision of the State of Florida, (“County”) (collectively “Parties”).

WITNESSETH:

WHEREAS, the County and the Redington communities have determined the need for an EMS Station to serve the Redington Beaches and Madeira Beach; and

WHEREAS, the City provides fire rescue services and is under contract with the County for emergency medical services (“EMS”) and will staff the Redington EMS Station and be the service provider; and

WHEREAS, the City and County desire for the City to manage the design and construction of the Redington EMS Station; and

WHEREAS, the County has local option infrastructure sales tax funds (Penny for Pinellas), which are being made available to provide funding assistance for the construction of the new station; and

WHEREAS, County has agreed to enter into this Agreement to provide funding to the City for such design and construction; and

WHEREAS, this Agreement is entered between the Parties pursuant to Section 163.01, Florida Statutes.

NOW THEREFORE, in consideration of one dollar, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the promises and covenants contained herein, the Parties agree as follows:

1. **Recitations**. The above recitations are true and correct and are incorporated herein by reference.
2. **Project**. The City shall be responsible for all aspects of design and construction of this facility. The County is solely providing funding support for the project. The new EMS station will be located at 190 173rd Avenue E, North Redington Beach, FL 33708.
3. **Term**. The term of this Agreement (“Term”) shall commence on date approved and signed by the County and shall end on September 30, 2026.
4. **Funding**.
 - A. The County shall provide up to \$7,400,000.00 (“County Funds”) to pay for the Project in accordance with this Agreement. County Funds may be used by City for the following to include, but not limited to, engineering, site preparation including soil

and/or environmental testing, design, construction, and associated costs directly related to the Project.

- B. The actual cost to the County shall not exceed the Project cap of \$7,400,000.00 without an amendment to this Agreement subject to the approval of the Board of County Commissioners.
- C. City may request funding draws up to ninety (90) days in advance of milestone payments to its contractors. Such requests shall be in writing and the County will issue funds to the City. The County shall make payments to City for funding draws within forty-five (45) days in accordance with 218.70, *et seq.*, the Florida Prompt Payment Act.
- D. City shall provide documentation to include purchase orders, invoices, and proof of payment to account for the actual expenses incurred during the design and construction of the Project. Such documentation shall include a cover letter and detailed use of the funding draw by recapping the expenses. City shall remit documented expenses to the County periodically during each fiscal year up to the cap for each fiscal year and subject to the Project cap.
- E. The County shall make payments to City for funding draws within forty-five (45) days in accordance with 218.70, *et seq.*, the Florida Prompt Payment Act.
- F. All invoices shall be sent to the County per Section 14.
- G. County funds are budgeted to the following cap each fiscal year for disbursement as follows:

FY23-24	\$4,787,000.00
FY24-25	\$2,613,000.00
FY25-26	Any remaining funds not paid in FY24-25 can be carried forward to FY 25-26 through a budget amendment and disbursed to complete the project.

- 5. **Use of Funds.** The County Funds shall be used solely and exclusively for the Project as approved by the County, and any funds not so utilized at the end of the Project shall be returned to the County. Should the City fail to construct the facility by September 30, 2026, the City shall return the original funding amount to the County.
- 6. **Compliance with Federal, State, County, and Local Laws.** The Parties shall comply with all federal, state, county, and local laws, regulations, and ordinances at all times.
- 7. **Termination of Agreement**
 - A. This Agreement may be terminated by either party upon fifteen (15) days written notice if conditions arise that, in the sole discretion of the party terminating, require such termination in the public interest.

B. Notice of any termination shall be given in accordance with Section 14 of this Agreement.

8. Parties' Liabilities

A. The County's liability and obligations to City or any person having a claim pursuant to this Agreement shall be limited solely to the amount of the County Funds committed herein and the terms and conditions of this Agreement.

B. City's liability and obligations to the County shall be to deliver a completed Project and refund any unused portion of the funds received from the County to the County, or in the event of termination of this Agreement.

9. Indemnification. To the greatest extent of applicable law, City agrees to indemnify and defend County, its officers, and employees, against all claims of any nature whatsoever arising out of the Project. Nothing herein is intended to serve as a waiver of sovereign immunity by either the County or the City. Nothing herein shall be construed as consent by the County or City to be sued by third parties in any matter arising out of this Agreement.

10. Discrimination. City and the County shall not discriminate against any person in violation of federal, state, or local law and ordinances.

11. Assignment. This Agreement may not be assigned by City without the written consent of the County.

12. Severability. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this contract.

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and no change will be valid unless made by supplemental written agreement executed by both Parties.

14. Notices. All notices, requests, demands, or other communications required by law or this Agreement shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail or the actual date of delivery. The primary contact for each of the Parties is:

City Manager
 City of Madeira Beach
 300 Municipal Drive
 Madeira Beach, Florida 33708

EMS & Fire Administration Director
 Pinellas County EMS & Fire Administration
 12490 Ulmerton Road – Suite 134
 Largo, Florida 33774

15. **Waiver.** No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement.
16. **Governing Law and Venue.** This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts shall be in Pinellas County, Florida. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in City or Pinellas County, in which case action shall be brought in that division.
17. **Due Authority.** Each party to this Agreement represents and warrants to the other party that (i) they are duly organized, qualified, and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.
18. **Headings.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.
19. **Approval.** This Agreement is subject to approval of the City of Madeira Beach and the Pinellas County Board of County Commissioners.
20. **Fiscal Non-Funding.** In the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify City of such occurrence, and the contract shall terminate on the last day of the then-current fiscal period without penalty or expense to the County.
21. **Only Agreement of the Parties.** This Agreement replaces and supersedes and replaces all prior Agreements of the Parties governing the construction of a Fire Station in City. The Parties agree that this document extends the agreement of the Parties regarding this construction but allocates no additional funds beyond the prior agreements.
22. **Force Majeure.** The City shall be excused from the performance of the obligations under paragraph 5. Use of Funds, to the extent that such performance is prevented by force majeure. Force Majeure shall be defined as fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of government bodies, voluntary or involuntary compliance with any regulation, law or order of the government, failure or default of public utilities, pandemic, epidemic, riot, strikes, labor or supply disruptions or similar causes beyond the control of the City.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this ____ day of _____, 2024.

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY, FLORIDA
By and through its
Board of County Commissioners

by: _____
Deputy Clerk

by: _____
Chairman

Countersigned:

CITY OF MADEIRA BEACH, FLORIDA

by: _____
Mayor

by: _____
City Manager

Reviewed and Approved:

Attest:

by: _____
City Attorney

by: _____
City Clerk



Memorandum

Meeting Details: April 24, 2024 – 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: John's Pass Village Activity Center Zoning Workshops

Background

On March 13, 2024, the City of Madeira Beach Board of Commissioners approved adopting Ordinance 2023-01 (John's Pass Village Activity Center Plan) and Ordinance 2023-02 (Amending FLUM to add John's Pass Village Activity Center). These ordinances updated the Madeira Beach Comprehensive Plan and Future Land Use Map. Ordinance 2023-01 and Ordinance 2023-02 did not change the Land Development Regulations in the Madeira Beach Code of Ordinances or amend the Madeira Beach Zoning Map. The Madeira Beach Code of Ordinances Land Development Regulations and Madeira Beach Zoning Map must be amended within one (1) year of the adoption of the John's Pass Village Activity Center Plan and amendment to the City's Future Land Use Map. The City of Madeira Beach Community Development Department held John's Pass Village Zoning Public Workshops on April 13th, April 18th, and April 20th. City staff will present the results of the public workshops at the May BOC Workshop Meeting.

Discussion

There are various potential options for adopting the Land Development Regulations for the John's Pass Village Activity Center. One option to implement the John's Pass Village Activity Center Plan could be to adopt a John's Pass Village Activity Center Zoning Designation on the Madeira Beach Zoning Map and have a Character Districts map in the Land Development Regulations. The Land Development Regulations for the John's Pass Village Activity Center Plan would be located in an appendix chapter of the Madeira Beach Code of Ordinances. The appendix chapter would include each Character District within the John's Pass Village Activity Center Plan

Zoning Designation. Each Character District will include requirements for setbacks, height, impervious surface ratio, architectural features, and buffering requirements. Attached to this memo are the John's Pass Village Zoning Workshop Presentation, John's Pass Village Zoning Workshop Worksheet, Existing Zoning for John's Pass Village Activity Center Map, and John's Pass Village Activity Center Character District Map.

Fiscal Impact

N/A

Recommendation(s)

To continue to engage the public with public workshops and write up ordinances to adopt the land development regulations to support implementing the John's Pass Village Activity Center Plan.

Attachments/Corresponding Documents

John's Pass Village Zoning Workshop Presentation

John's Pass Village Zoning Workshop Worksheet

Existing Zoning for John's Pass Village Activity Center Map

John's Pass Village Activity Center Character District Map

JOHN'S PASS VILLAGE DISTRICT ZONING

Public Workshops

April 13, 18, and 20, 2024

LOCAL LAND REGULATIONS



**FORWARD
PINELLAS**

Countywide Plan
Countywide Rules
Countywide Plan Strategies
Countywide Plan Map



Madeira Beach Comprehensive Plan
Future Land Use Element
Future Land Use Map



Madeira Beach Code of Ordinances
Land Development Regulations
Zoning Map

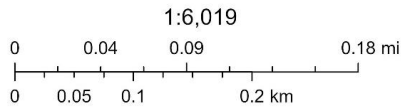


COUNTYWIDE PLAN MAP



4/5/2024, 9:29:28 AM

- Countywide Plan Map Categories
- Recreation/Open Space
 - Residential Medium
 - Resort
 - Retail Services
 - Preservation
 - Activity Center



1:6,019

Esri, HERE, Garmin, INCREMENT P, USGS, MET/NASA, EPA, USDA

MADEIRA BEACH ZONING MAP

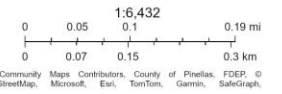
Item 7A.



4/5/2024

Madeira Beach Zoning

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



1:6,432

Esri, Community Maps Contributors, County of Pinellas, FDEP, OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph

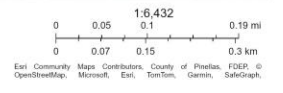
MADEIRA BEACH FUTURE LAND USE MAP



4/5/2024

Madeira Beach Future Land Use

- Preservation
- Residential Medium
- Activity Center
- Recreation/Open Space
- Resort Facilities Medium



1:6,432

Esri, Community Maps Contributors, County of Pinellas, FDEP, OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph

MADEIRA BEACH HISTORY

- **1940-80s:** Many of the buildings in John's Pass area were built.
- **1983:** Creation of Zoning Districts with uses, height, and setbacks. Many of these did not reflect what was on the ground.
- **2007-08:** Amendments to the Comprehensive Plan and Land Development Regulations exceeded the Countywide Plan's maximums.
- **2020-22:** Current staff found the inconsistencies and proceeded with public meetings and discussions with Forward Pinellas on how to proceed.
- **2022-24:** The John's Pass Village Activity Center was created and adopted at the County and local (Comprehensive Plan) levels.
- **Now:** Zoning to correspond with the Activity Center must be adopted.

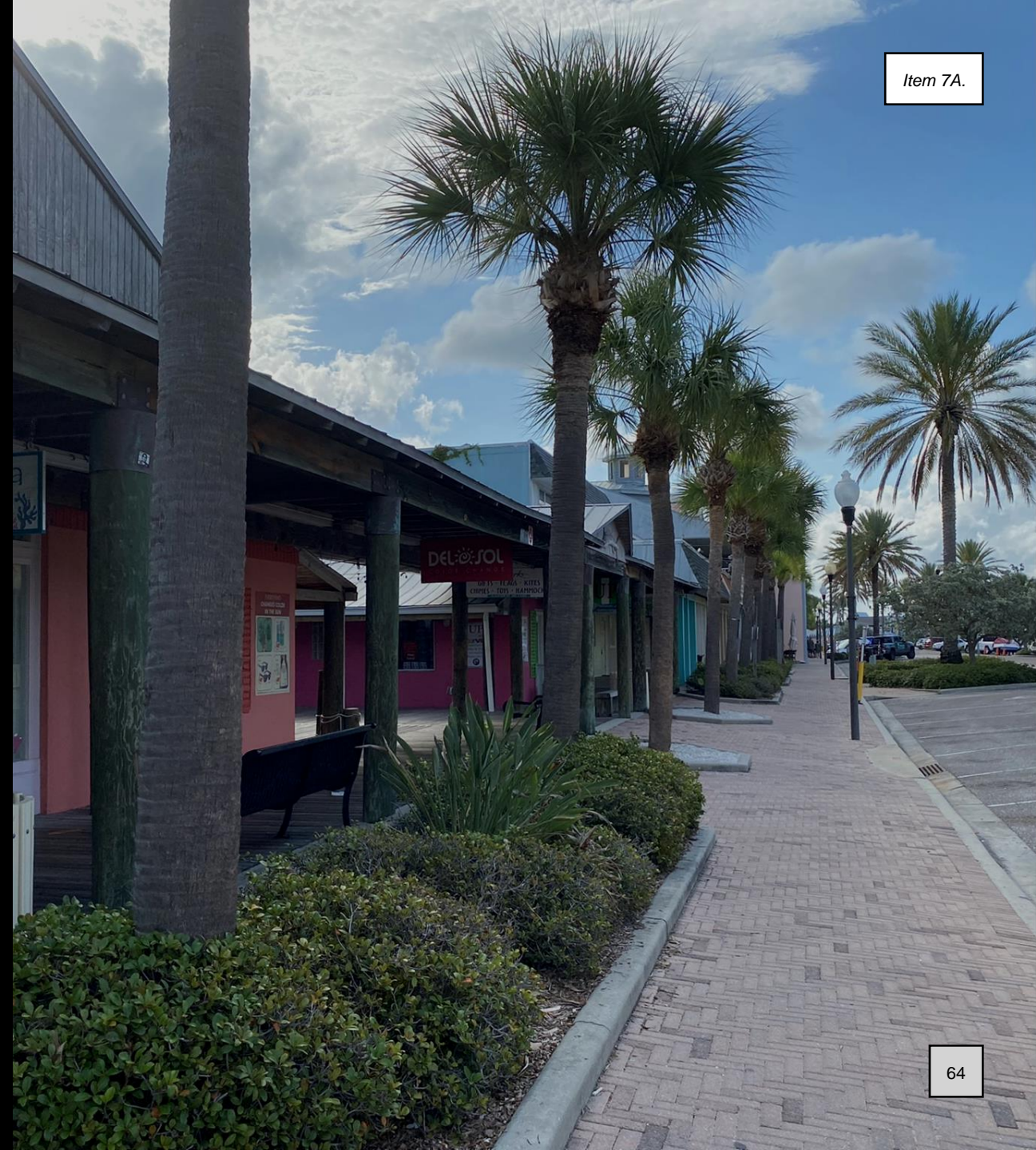
WHY AN ACTIVITY CENTER?

- Protect the unique character of the Village
- Compatible redevelopment
- Consistency with the Countywide Plan
- Proactive instead of reactive planning

LAND DEVELOPMENT REGULATIONS (LDR)

Zoning

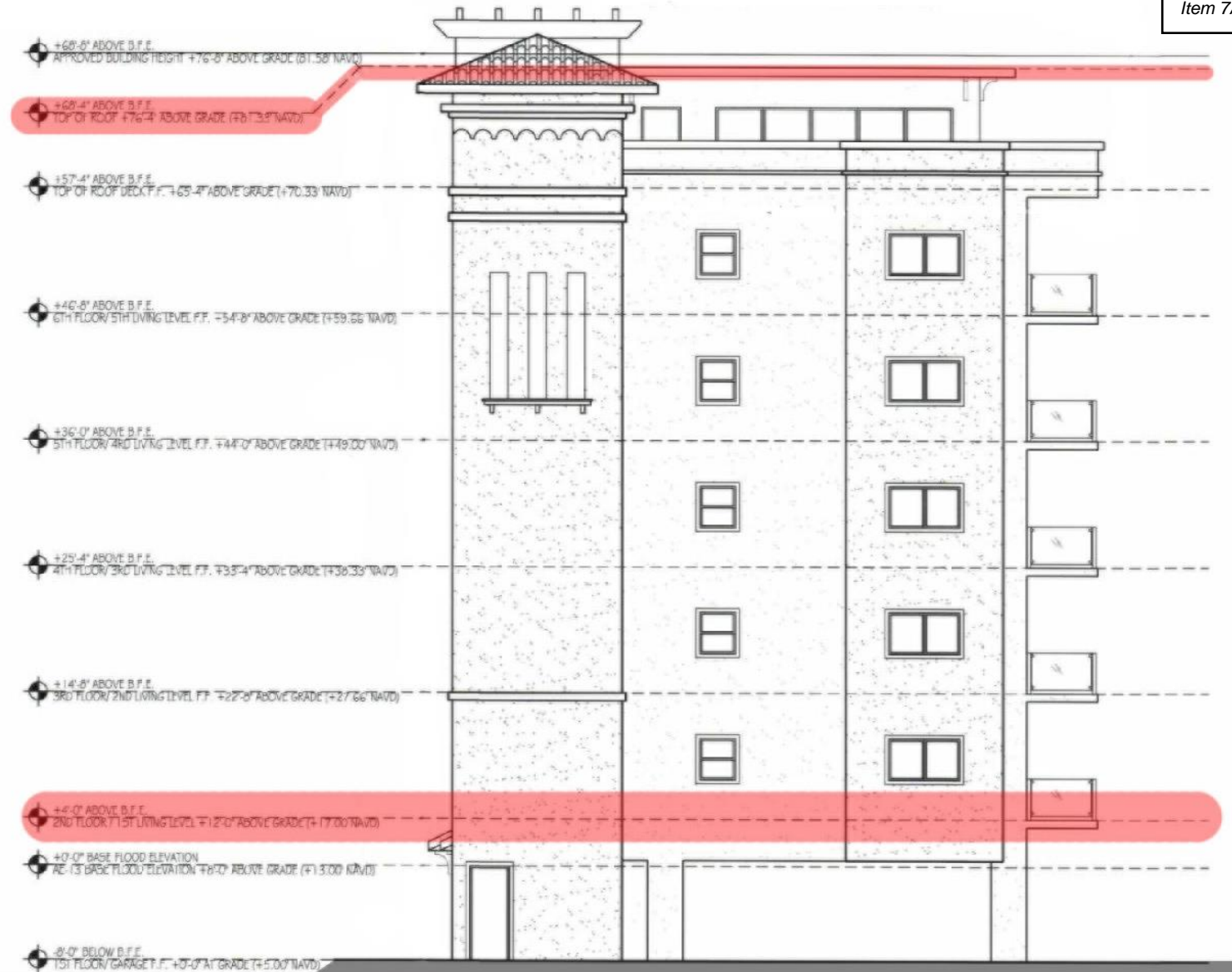
- Uses (primary, accessory, and special exception)
- Setbacks
- Building Height (measured DFE)
- Special Requirements



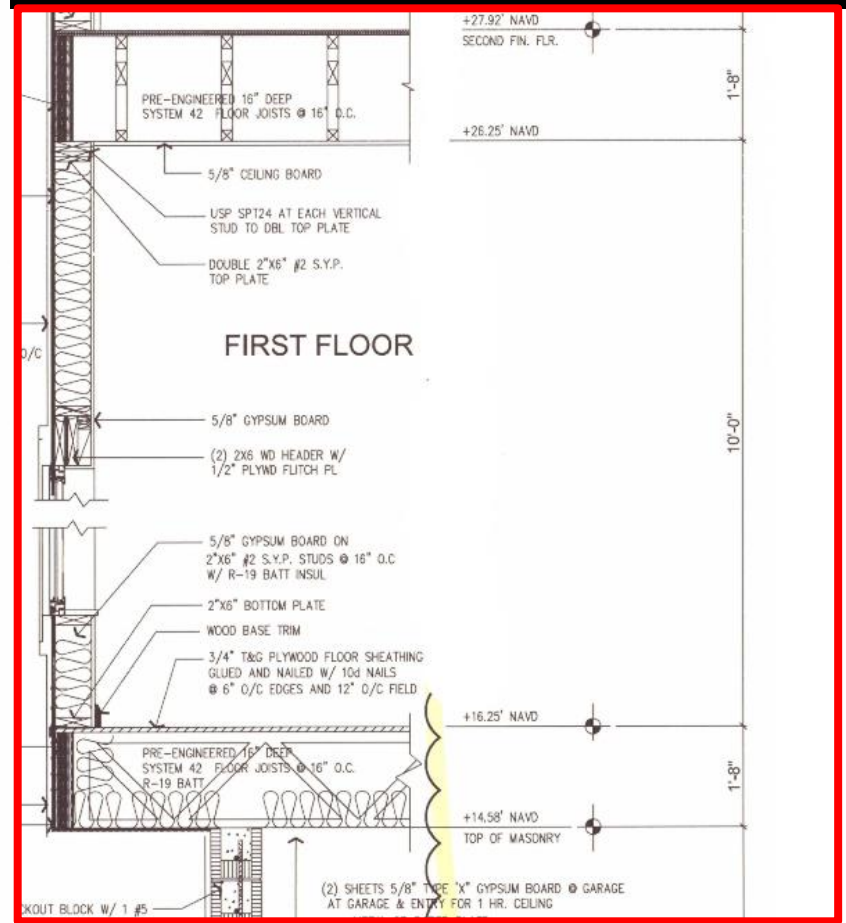
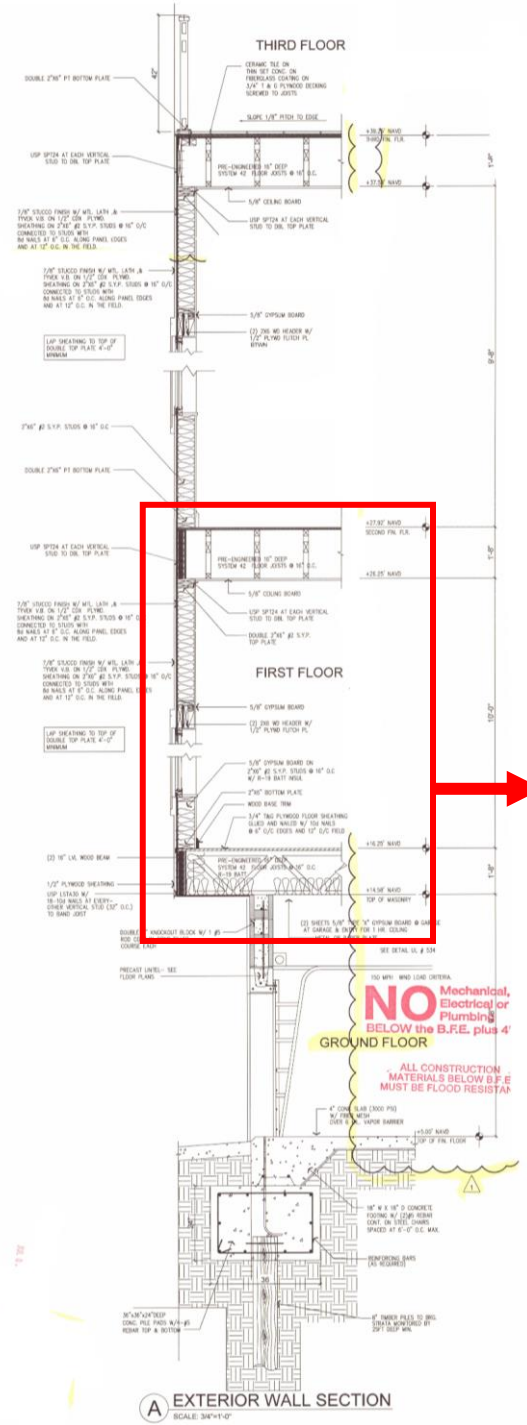
HEIGHT

Madeira Beach measures height from Design Flood Elevation (Base Flood Elevation + Freeboard)

Certain elements can exceed the height (architectural features, mechanical units, etc.)

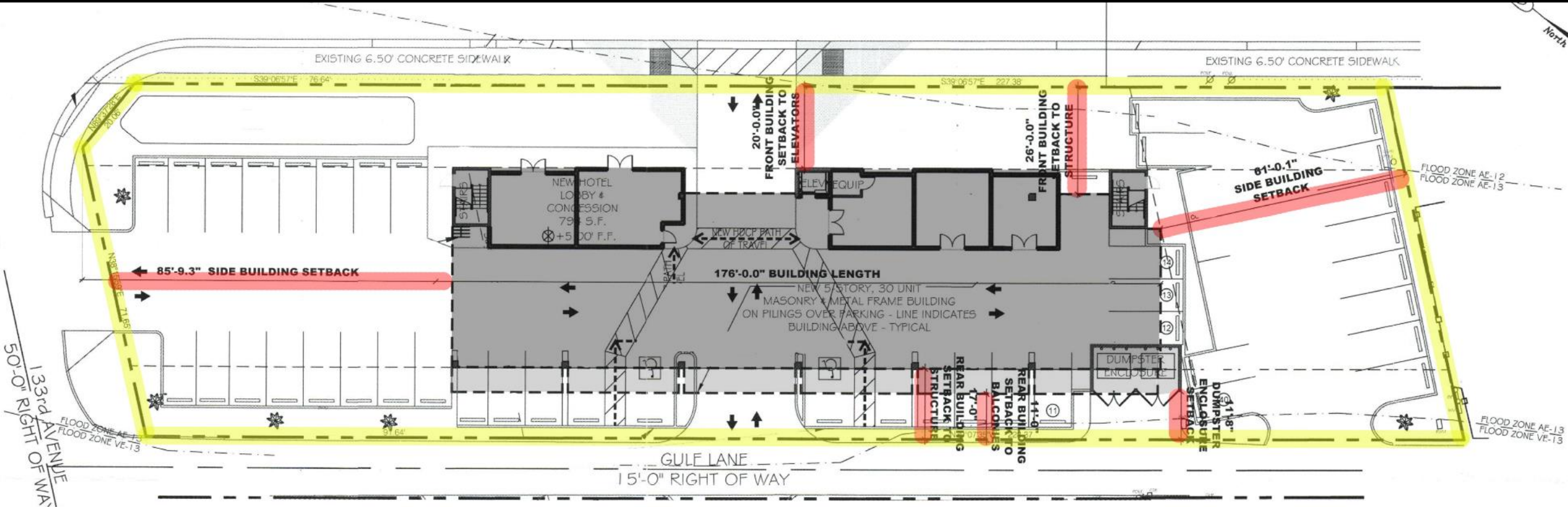


HEIGHT



- Average Floor Height is 11-14 feet

SETBACK



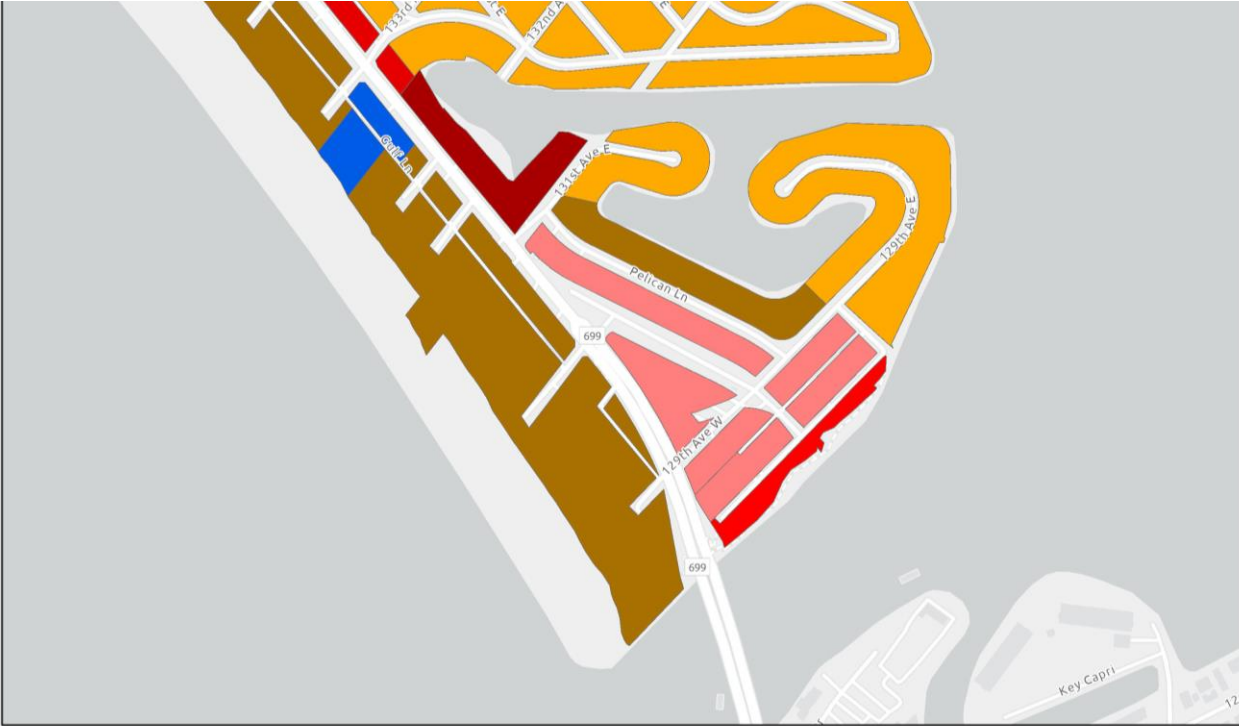
Setbacks vary from district to district and can also change depending on use or lot size.

Setbacks are from the property lines or with a waterfront rear yard from back of seawall or CCCL.

MADEIRA BEACH ZONING MAP

Existing Zoning Map

Proposed Zoning Map



4/5/2024

Madeira Beach Zoning

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

0 0.05 0.1 0.19 mi
0 0.07 0.15 0.3 km

1:6,432

Esri Community Maps Contributors, County of Pinellas, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph

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
- Traditional Village
- Transitional

Boardwalk

Item 7A.

EXISTING C-2 Zoning

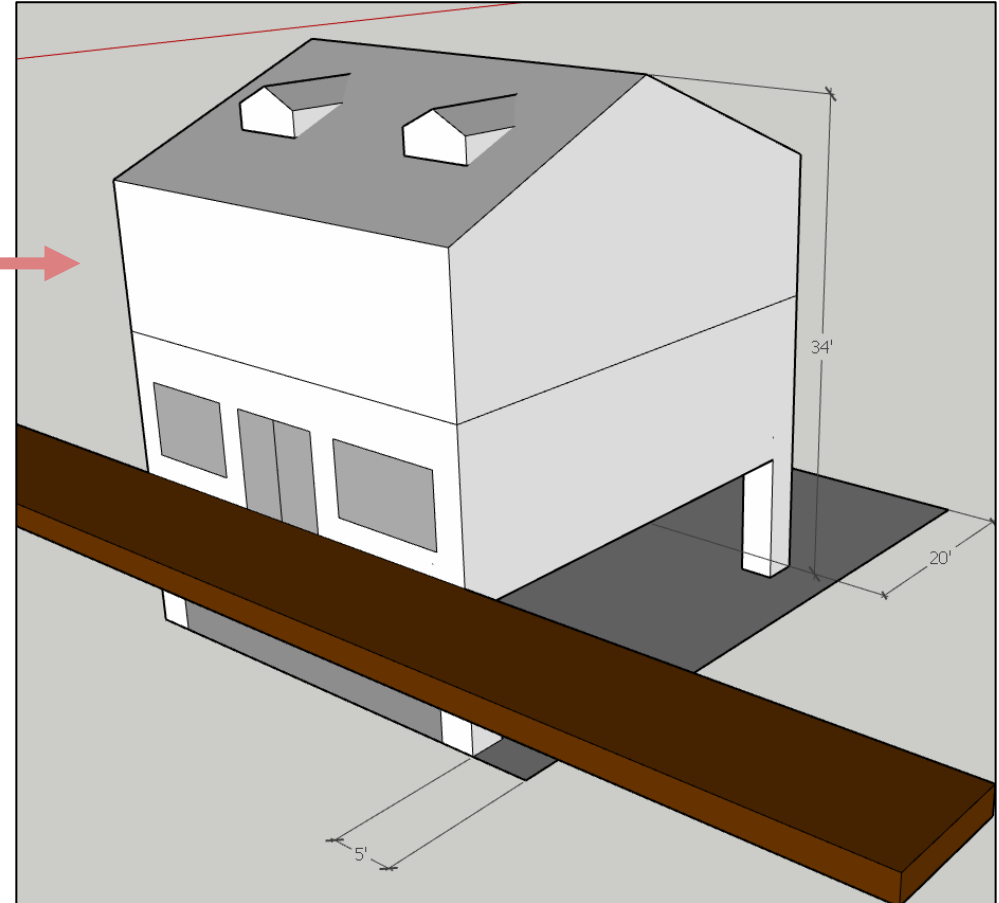
- Setbacks
 - Front: 20'
 - Side: 5' on one side
 - Rear/waterfront: none
- Height (from DFE): 34'

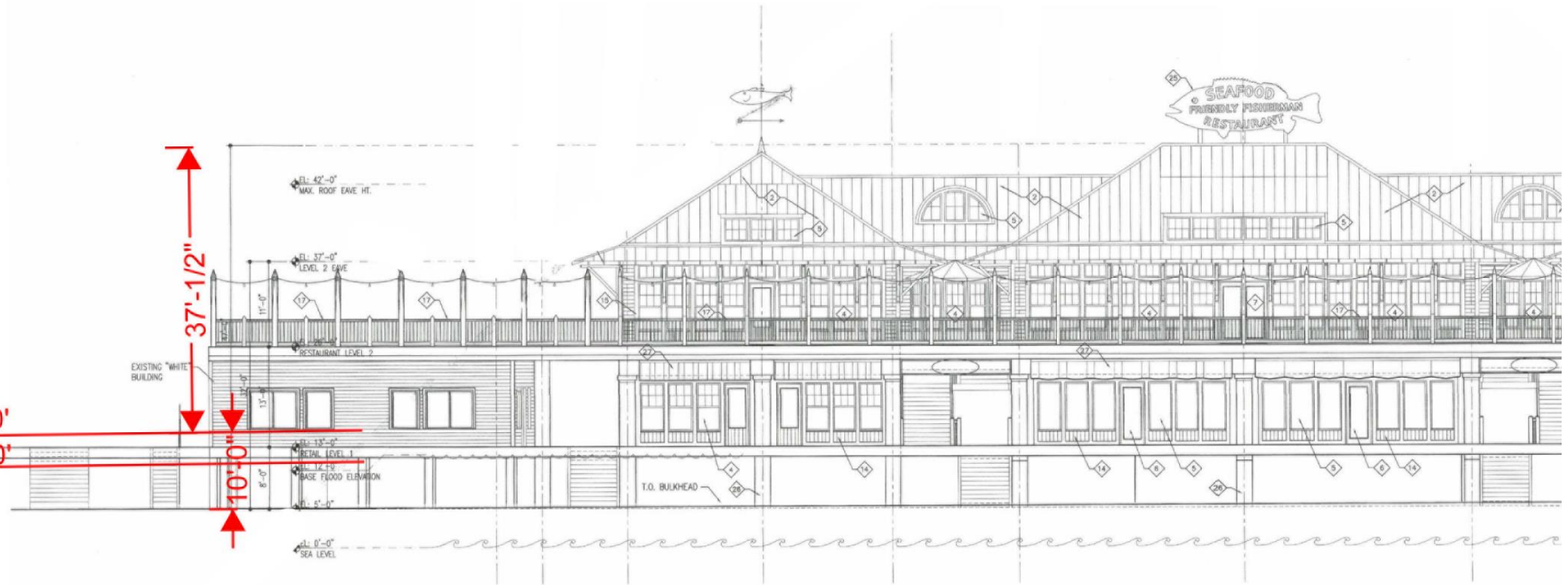


Example Existing C-2 Zoning District

Setbacks: Front Yard (20 ft),
Side Yard (5 ft one side),
Rear Yard/waterfront (none)

Height: 34 ft





DFE - 15.00'
BFE - 11.00'



Item 7A.



Commercial Core

Item 7A.

EXISTING C-1 Zoning

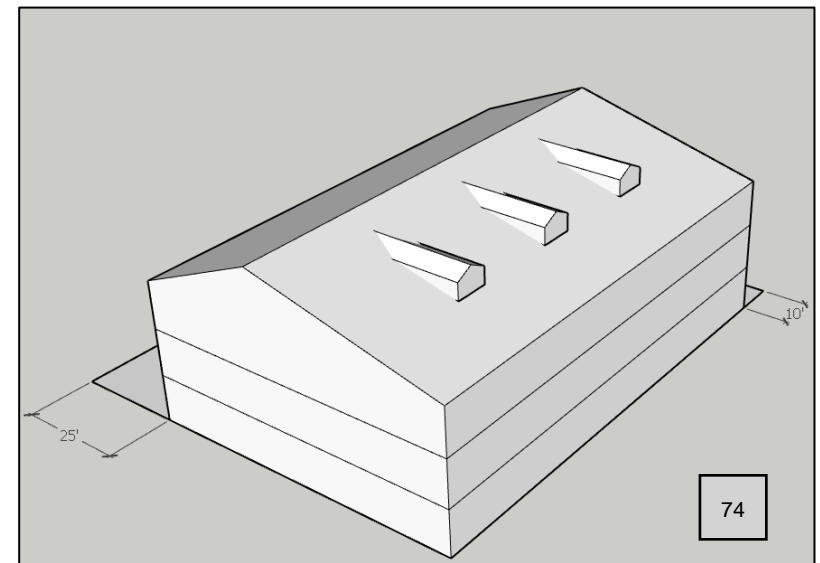
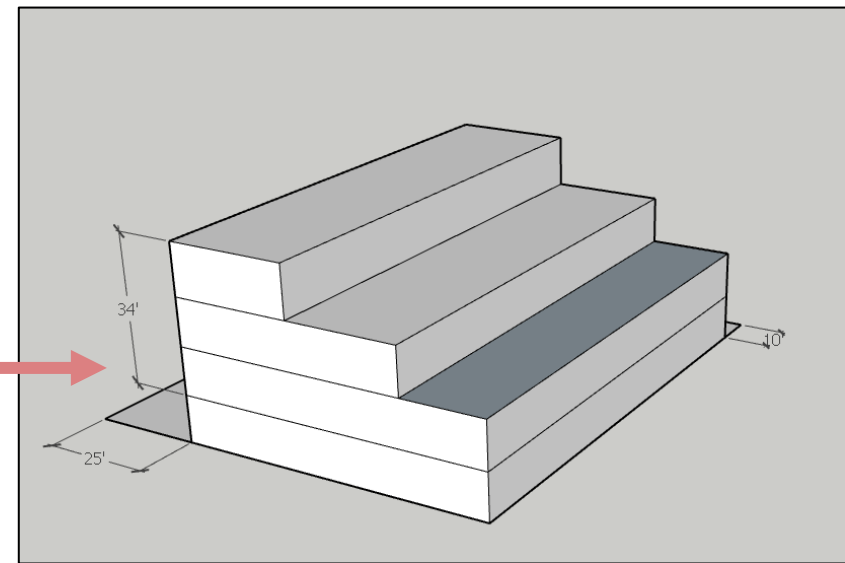
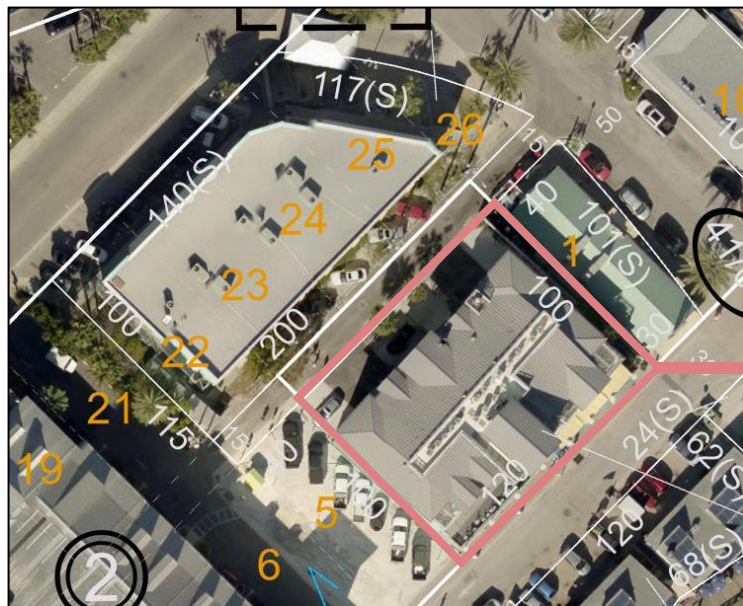
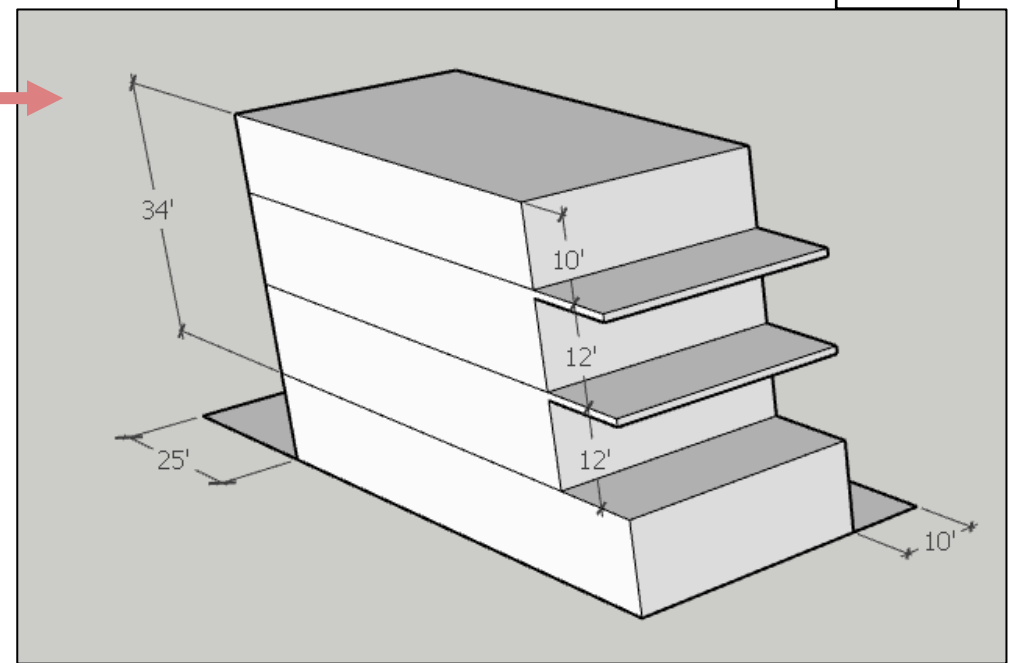
- **Setbacks**
 - **Front: none**
 - **Side: 10' on one side**
 - **Rear: 25'**
- **Height (from DFE): 34'**



Example Existing C-1 Zoning District

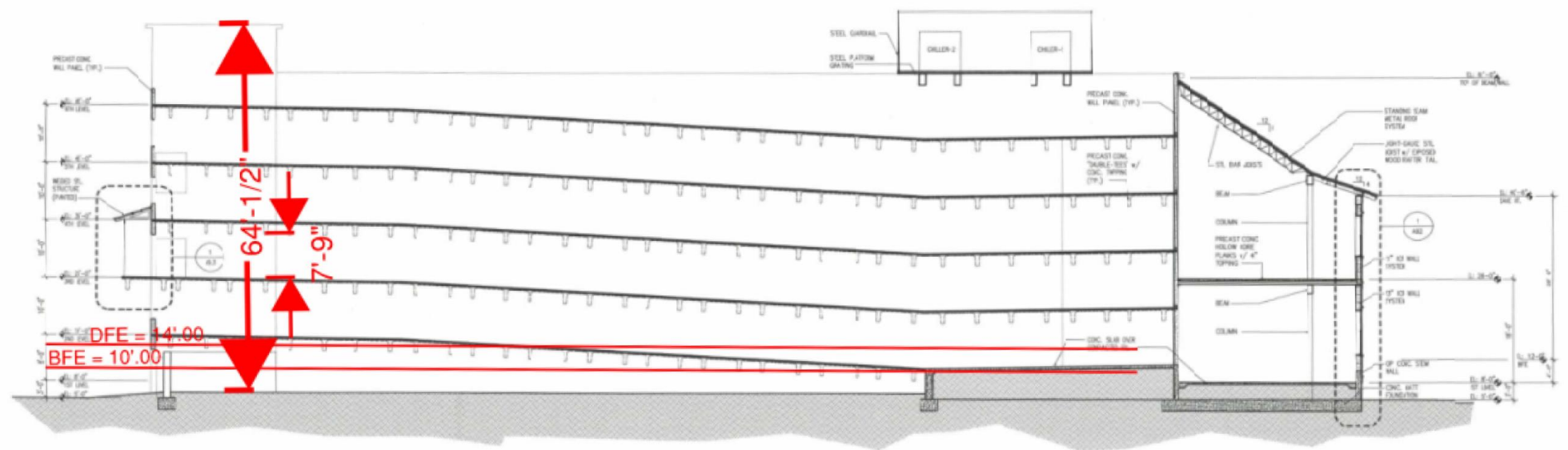
Setbacks: Front Yard (none), Side Yard (10 ft one side), Rear Yard (25 ft)

Height: 34 ft





DFE = 14'.00
BFE = 10'.00



DFE = 14'.00
BFE = 10'.00



Item 7A.



EXISTING R-3 Zoning

- **Setbacks**

- **Front:**

- **Single fam to triplex: 20'**
 - **Multifamily, hotel, commercial: 25'**

- **Side:**

- **Single fam to triplex < 50' wide: 5'**
 - **Single fam to triplex > 50' wide and multifamily, hotel and commercial: 10'**

- **Rear: 25' or CCCL (if on beach)**

- **Height (from DFE): 44'**

- **Special Requirement: hotels or multifamily abuts residential an additional 5' setback**

John's Pass Resort

Item 7A.

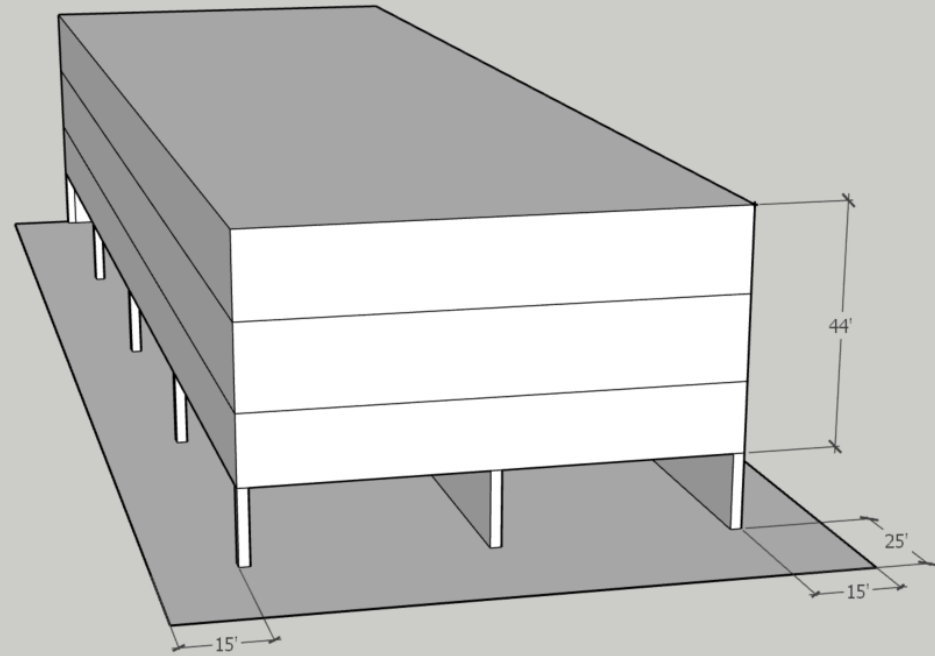
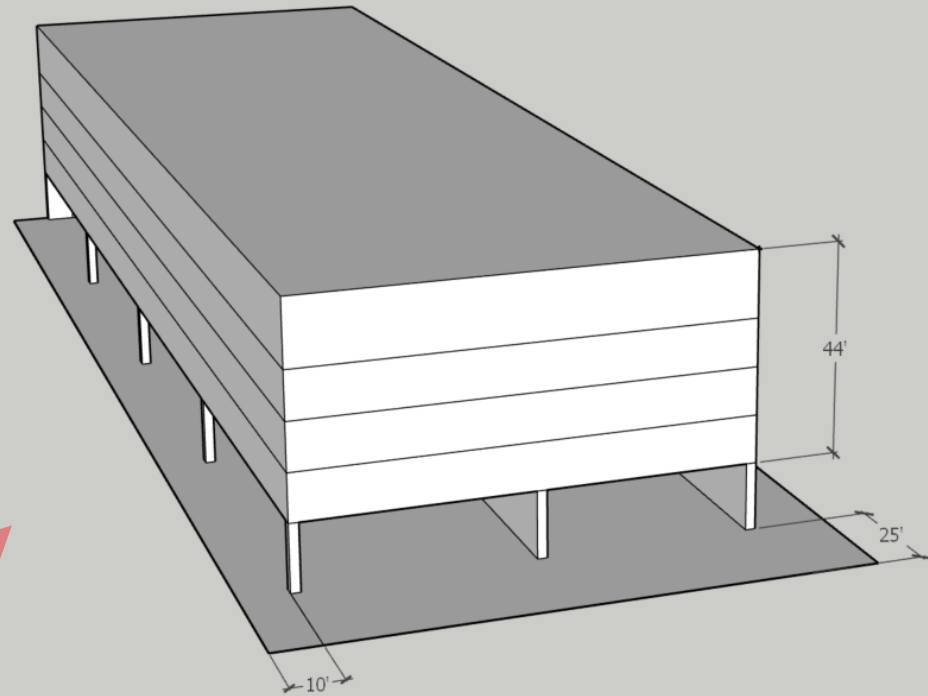


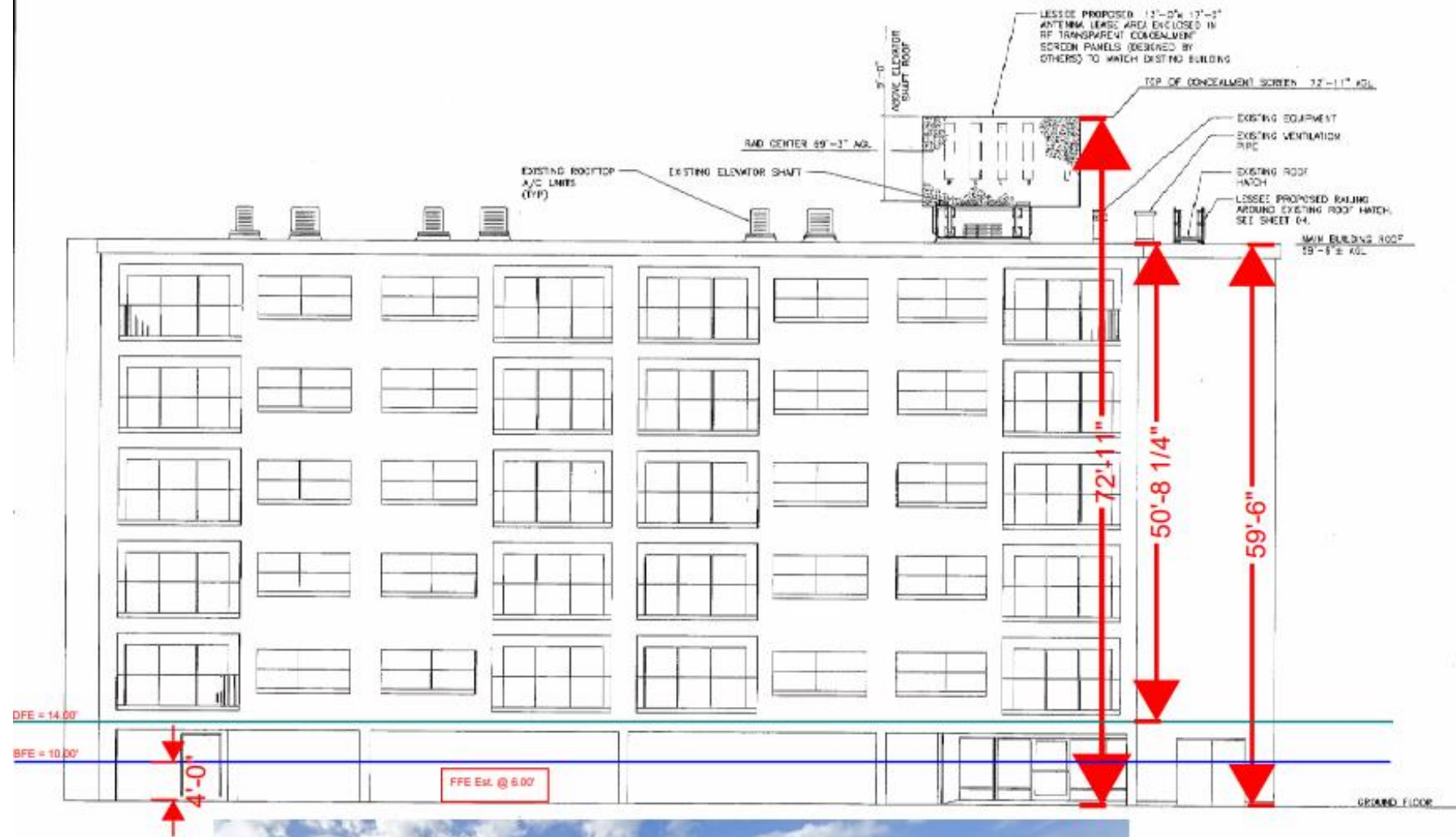
Example Existing R-3 Zoning District

Setbacks: Front Yard (20-25'),
Side Yard (5-10'), Rear Yard
(CCCL if on the beach, or 25')

*additional 5' side setback if
hotel or multifamily next to
residential

Height: 44 ft



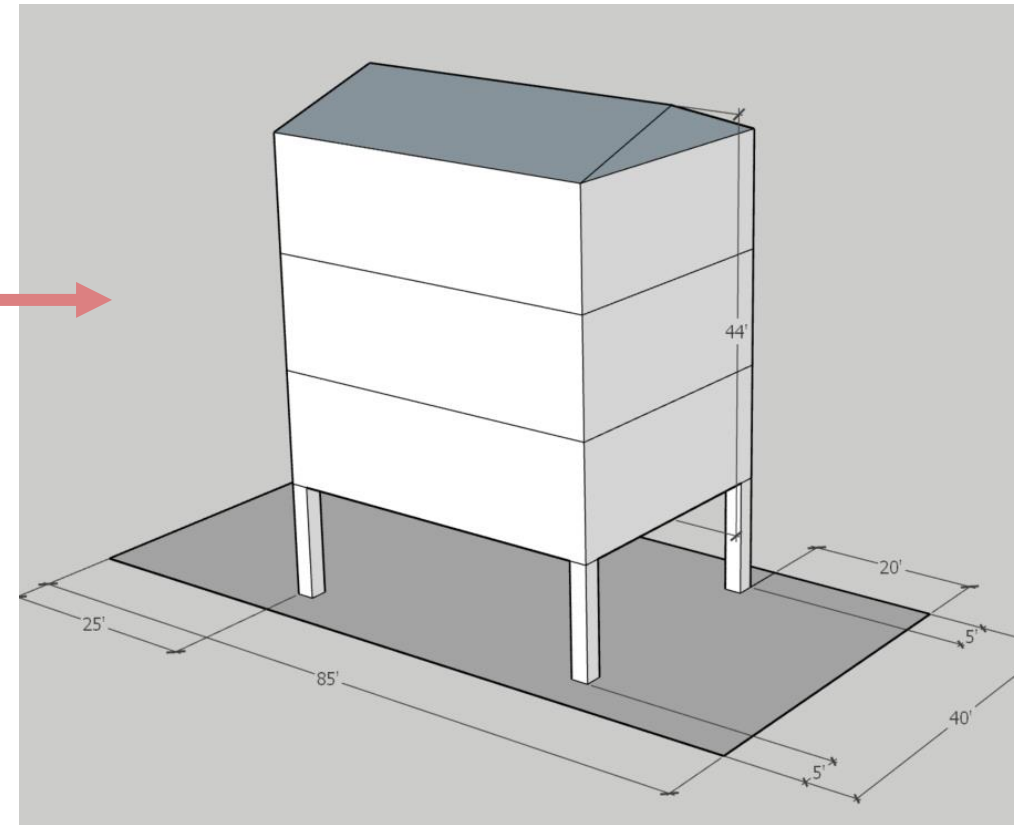
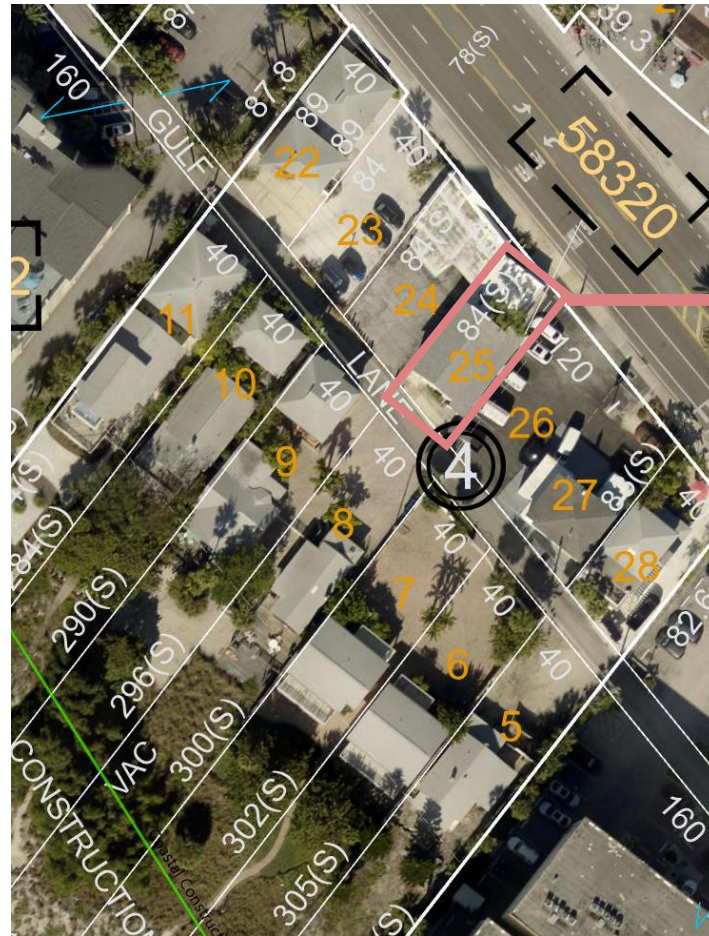


Example Existing R-3 Zoning District

Setbacks: Front Yard (20-25'), Side Yard (5-10'), Rear Yard (CCCL if on the beach, or 25')

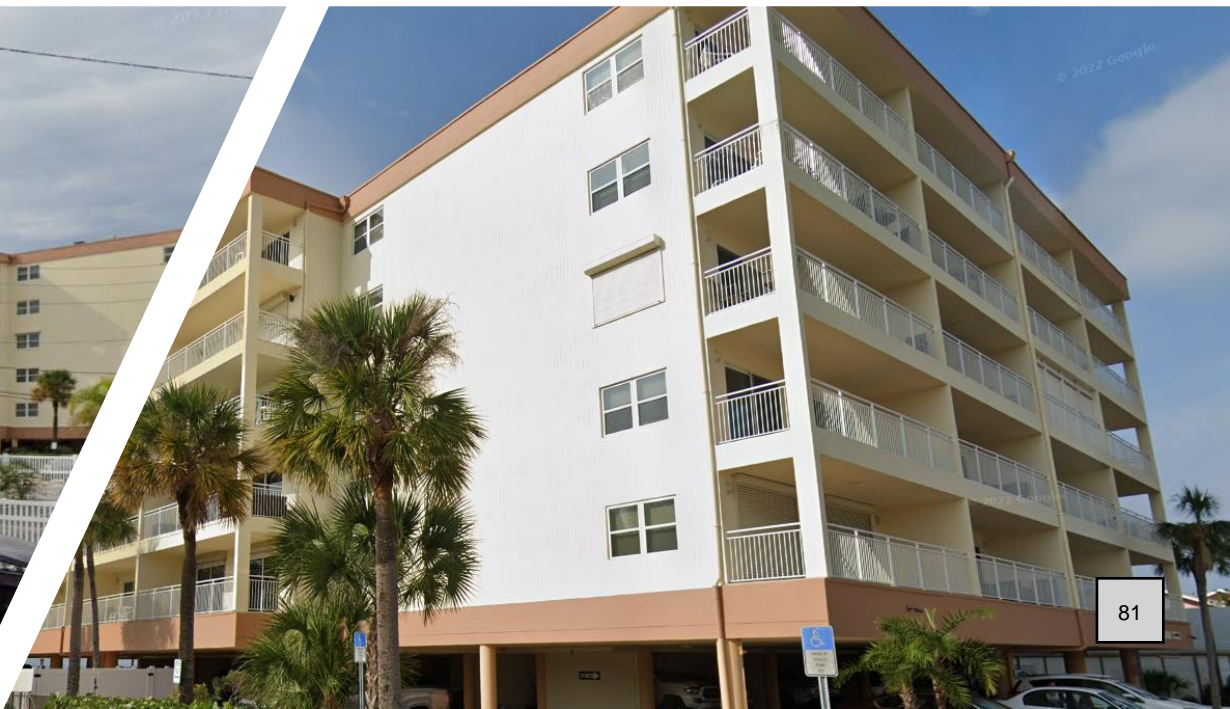
*additional 5' side setback if hotel or multifamily next to residential

Height: 44 ft





Item 7A.



EXISTING R-3 Zoning

• Setbacks

• Front:

- Single fam to triplex: 20'
- Multifamily, hotel, commercial: 25'

• Side:

- Single fam to triplex < 50' wide: 5'
- Single fam to triplex > 50' wide and multifamily, hotel and commercial: 10'

- Rear: 25' or CCCL (if on beach)

• Height (from DFE): 44'

Low Intensity Mixed Use

Item 7A.

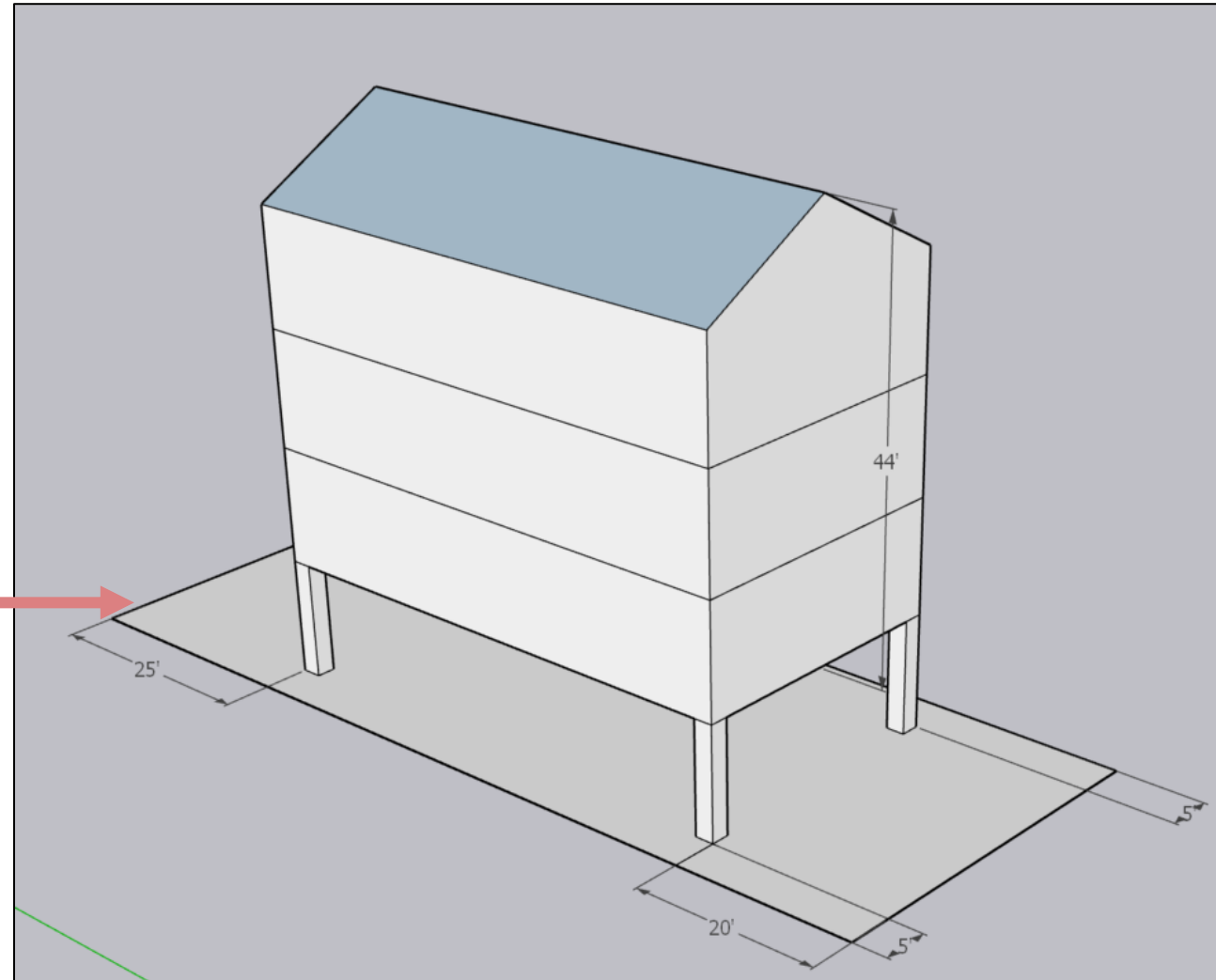


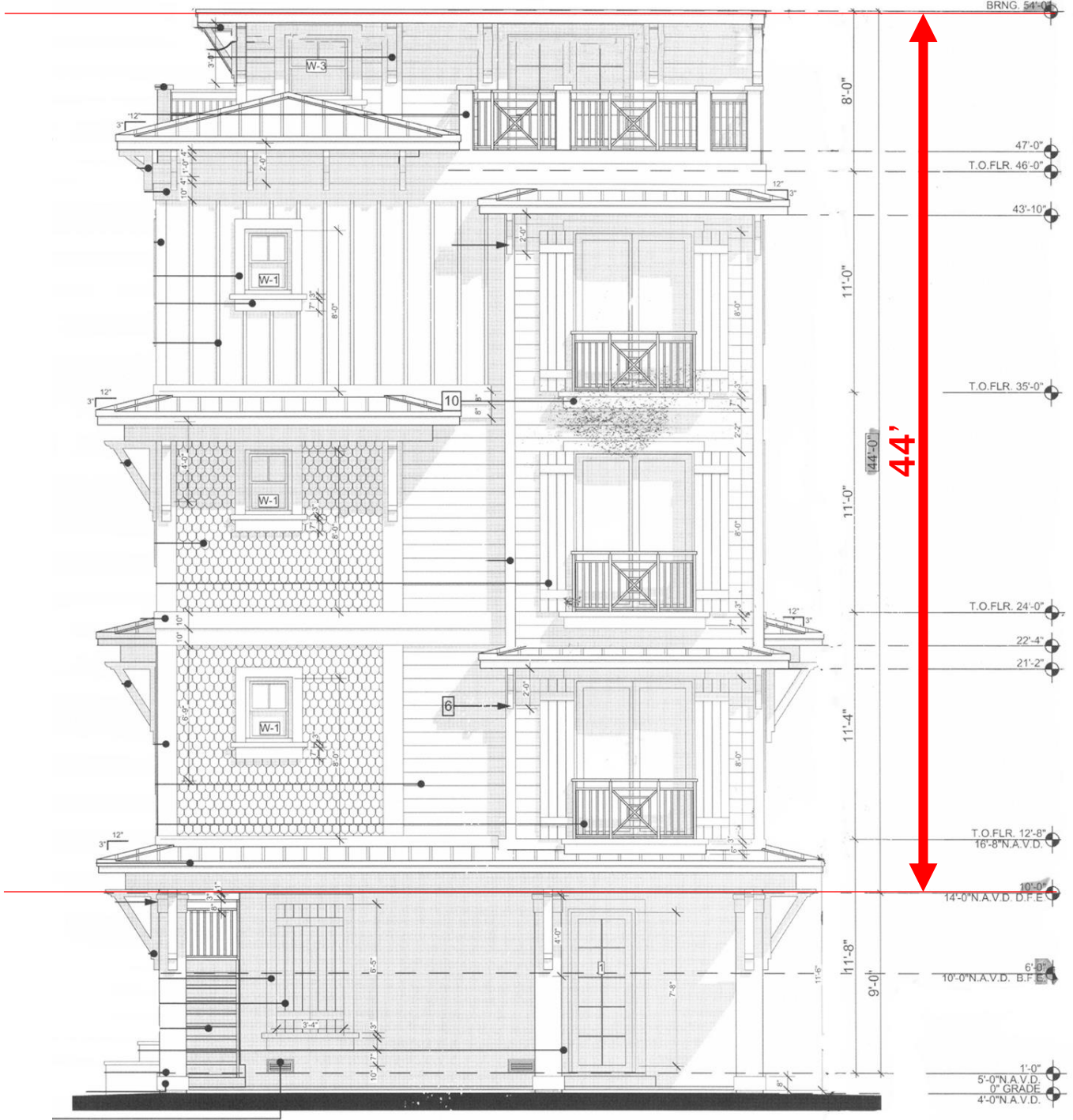
Example

Existing R-3 Zoning District

Setbacks: Front Yard (20-25'), Side Yard (5-10'), Rear Yard (CCCL if on the beach, or 25')

Height: 44 ft





Item 7A.

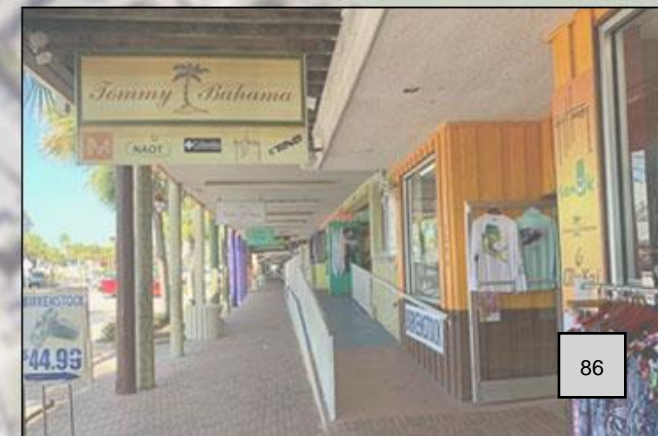


Traditional Village

Item 7A.

EXISTING C-1 Zoning

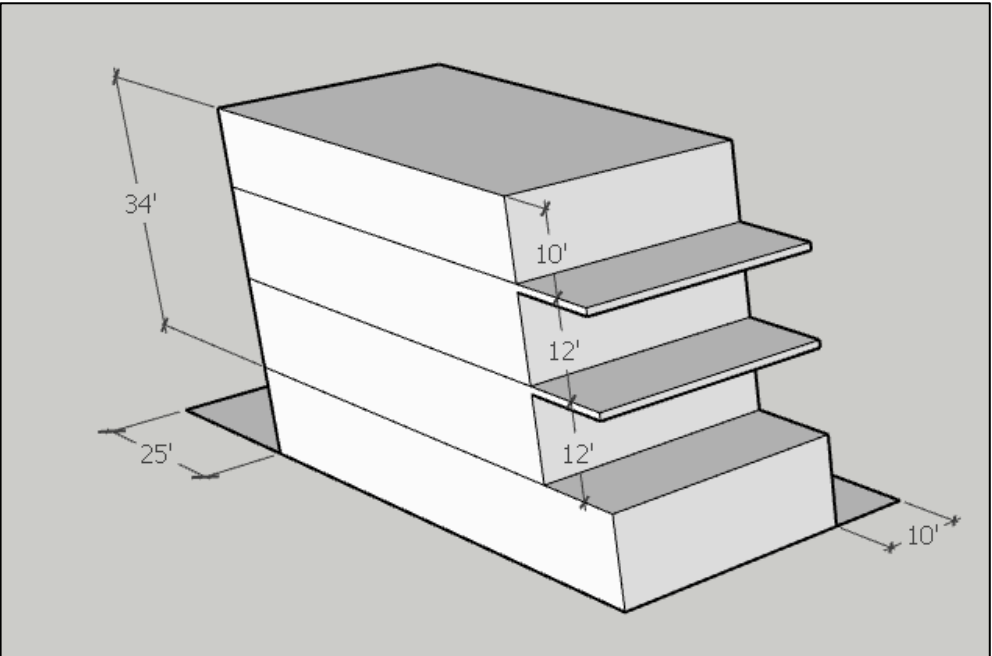
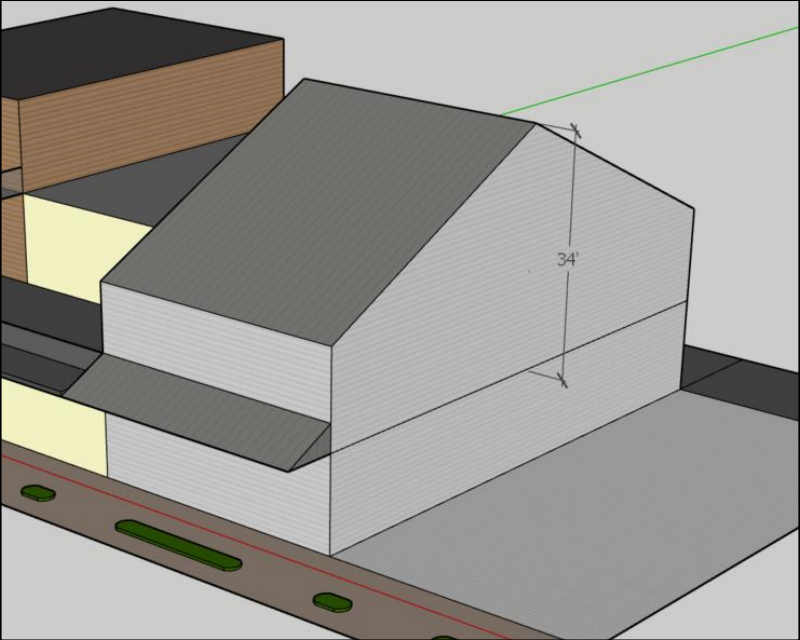
- Setbacks
 - Front: none
 - Side: 10' on one side
 - Rear: 25'
- Height (from DFE): 34'



Example Existing C-1 Zoning District

Setbacks: Front Yard (none), Side Yard (10 ft one side), Rear Yard (25 ft)

Height: 34 ft

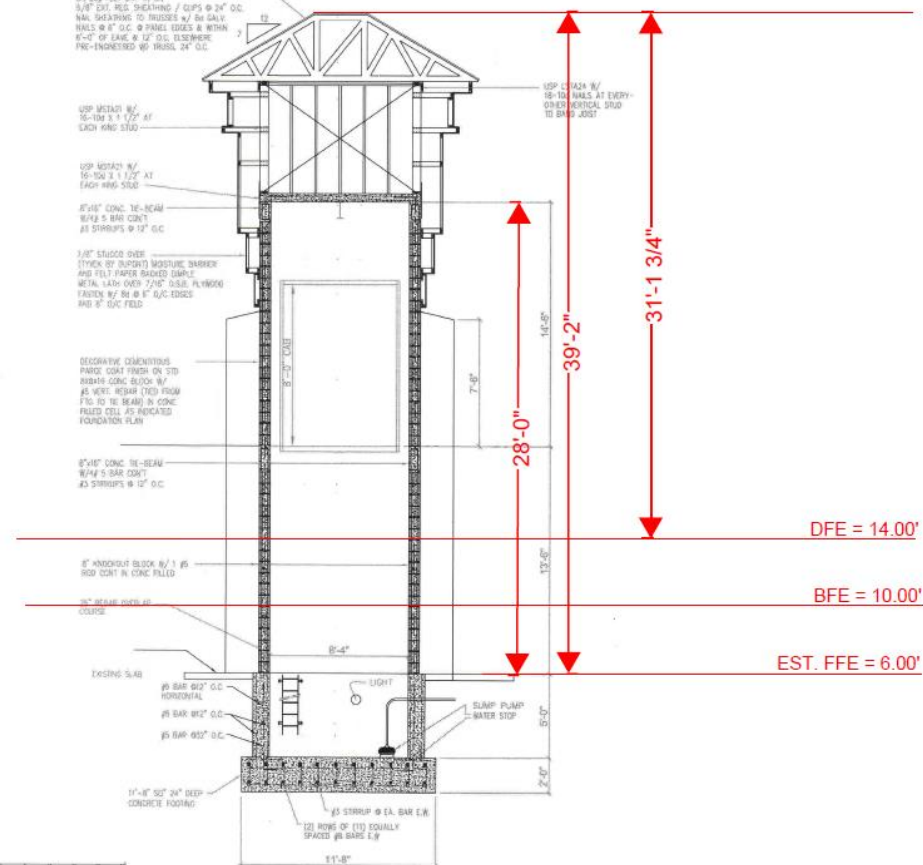




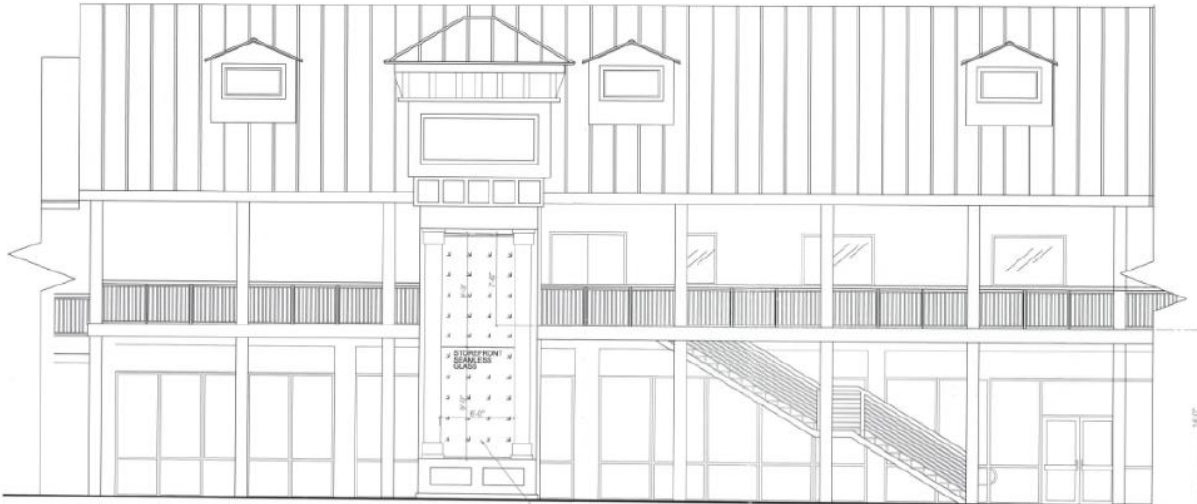
TYPICAL SIDE ELEVATION
SCALE: 1/4"=1'-0"

TYPICAL ROOF CONSTRUCTION:

20 GA GALVALUME 24" DROP METAL ROOF ON STANDING SEAM 1/4" PROFILE ALUM. ROOFING ON 2X8 FELL 2X8-8 ON 5/8" X 8" RES. SHEATHING / GIPS @ 24" O.C. NAIL SHEATHING TO BRUSSES W/ 8d GALV. NAILS @ 4" O.C. @ PANEL EDGES & WITHIN 6"-12" OF EDGE @ 12" O.C. FLASHING PRE-ENGINEERED W/ TRUSS 24" O.C.



ELEVATOR TOWER SECTION
SCALE: 1/4"=1'-0"





EXISTING R-3 Zoning

• Setbacks

• Front:

- Single fam to triplex: 20'
- Multifamily, hotel, commercial: 25'

• Side:

- Single fam to triplex < 50' wide: 5'
- Single fam to triplex > 50' wide and multifamily, hotel and commercial: 10'

- Rear: 25' or CCCL (if on beach)

• Height (from DFE): 44'

EXISTING PD Zoning

- One PD zoned property exists.

Transitional



Item 7A.

EXISTING C-4 Zoning

• Setbacks

- Front: 25'
- Side: 10' to 33% of width
- Rear: 18'

- Height (from DFE): 34'

EXISTING C-3 Zoning

• Setbacks

- Front: 25'
- Side: 10' to 33% of width
- Rear: 10'

- Height (from DFE):

Commercial 34', 90

Multifamily/hotel: 44'

EXISTING R-2 Zoning

• Setbacks

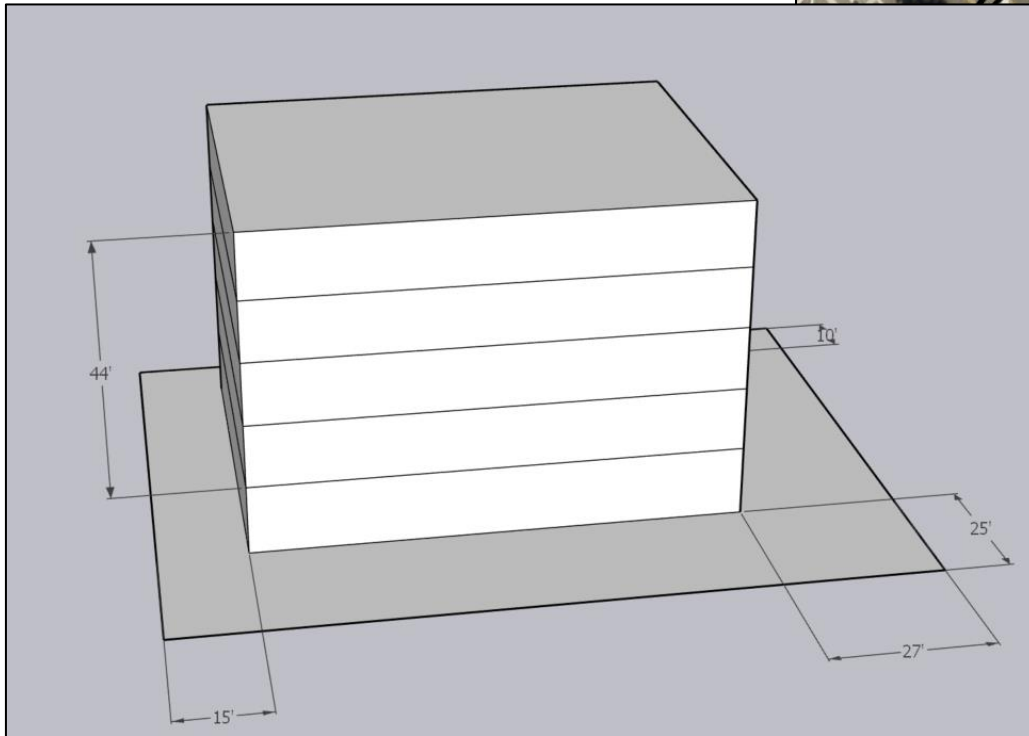
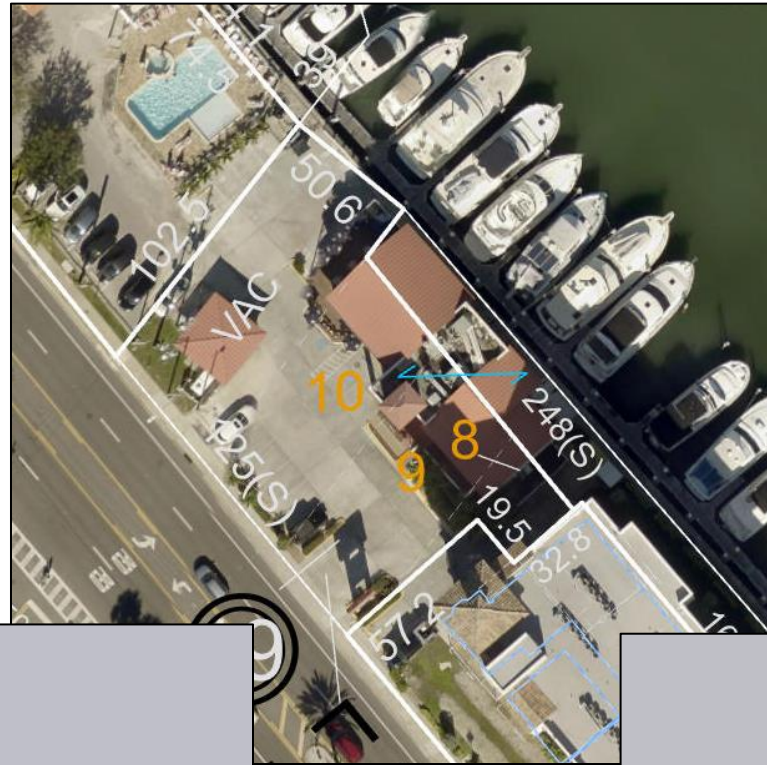
- Front: 20'
- Side: 5-12'
- Rear: 25'

- Height (from DFE): 40'

Example Existing C-3 Zoning District

Setbacks: Front Yard (25'), Side Yard (10' to 33% of width), Rear Yard (10' ft)

Height: 34-44 ft

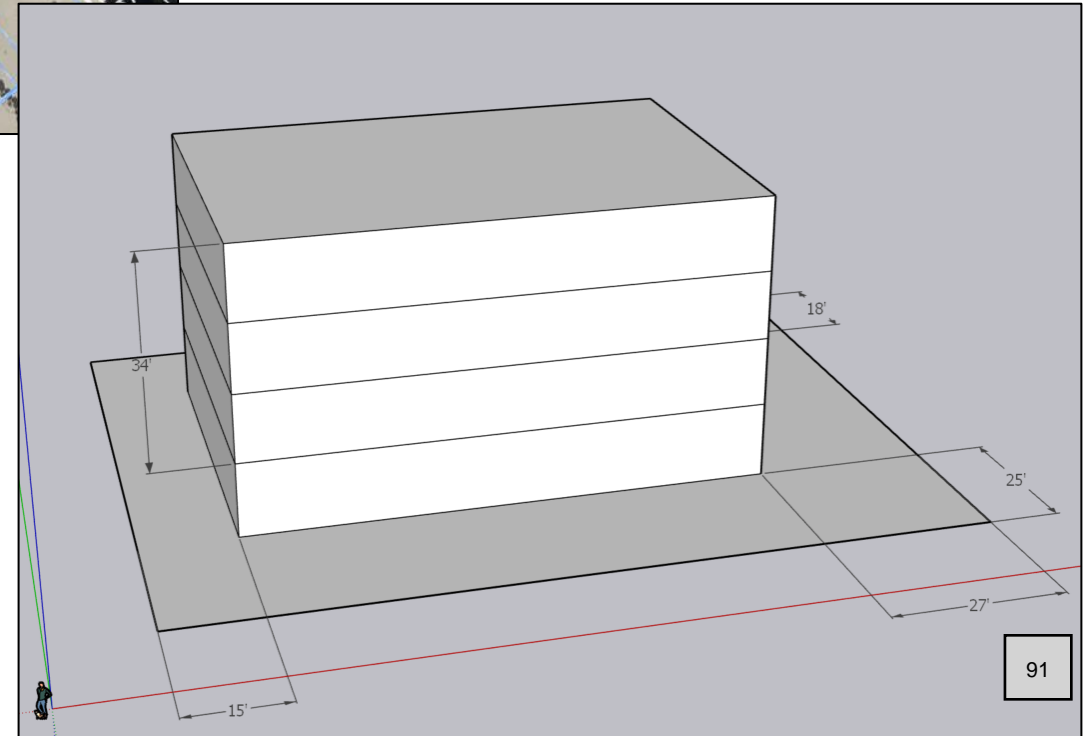


Example Existing C-4 Zoning District

Item 7A.

Setbacks: Front Yard (25'), Side Yard (10 to 33% of width), Rear Yard (18')

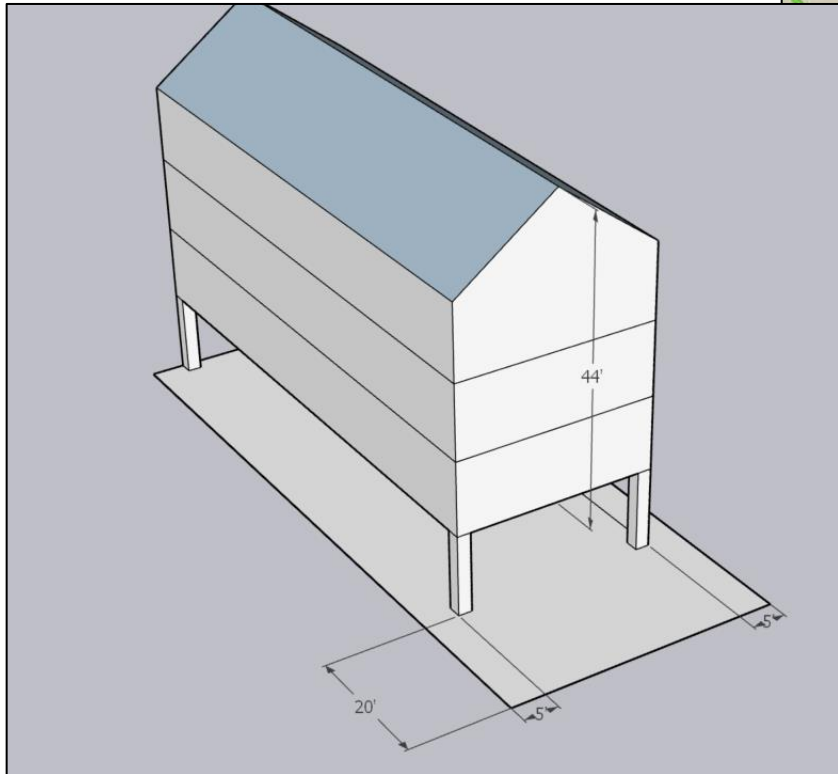
Height: 34 ft



Example Existing R-3 Zoning District

Setbacks: Front Yard (20-25'), Side Yard (5-10'), Rear Yard (CCCL if on the beach, or 25')

Height: 44 ft

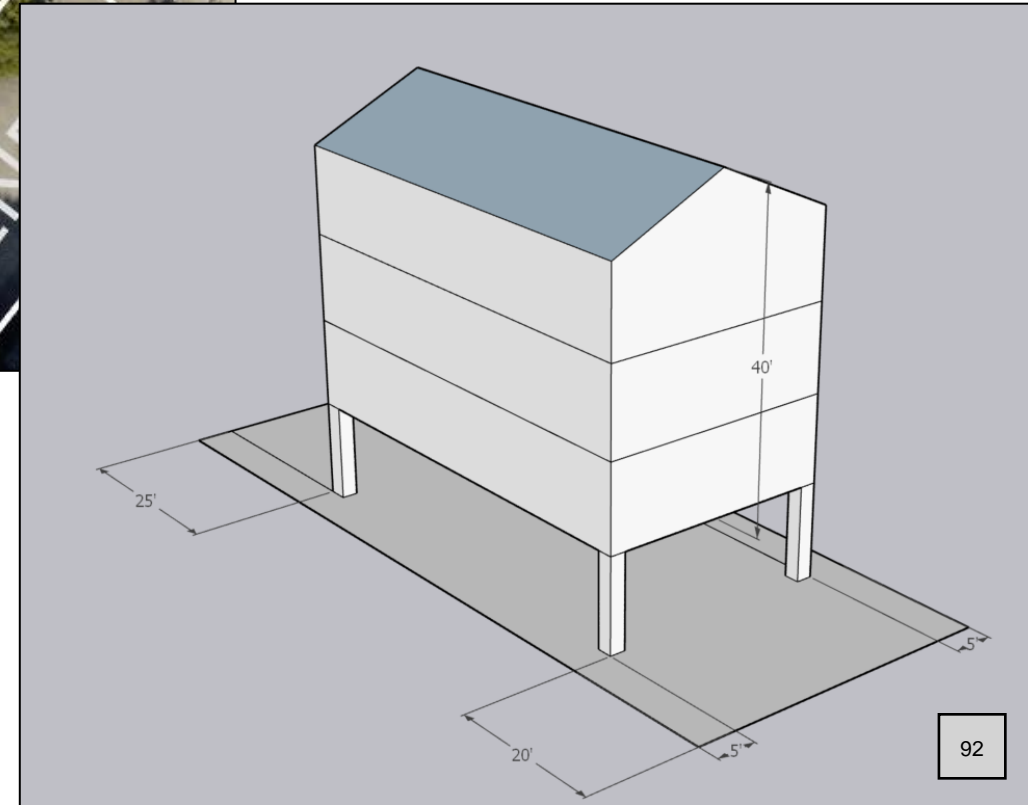


Example Existing R-2 Zoning District

Item 7A.

Setbacks: Front Yard (20'), Side Yard (5-12'), Rear Yard (25')

Height: 40 ft

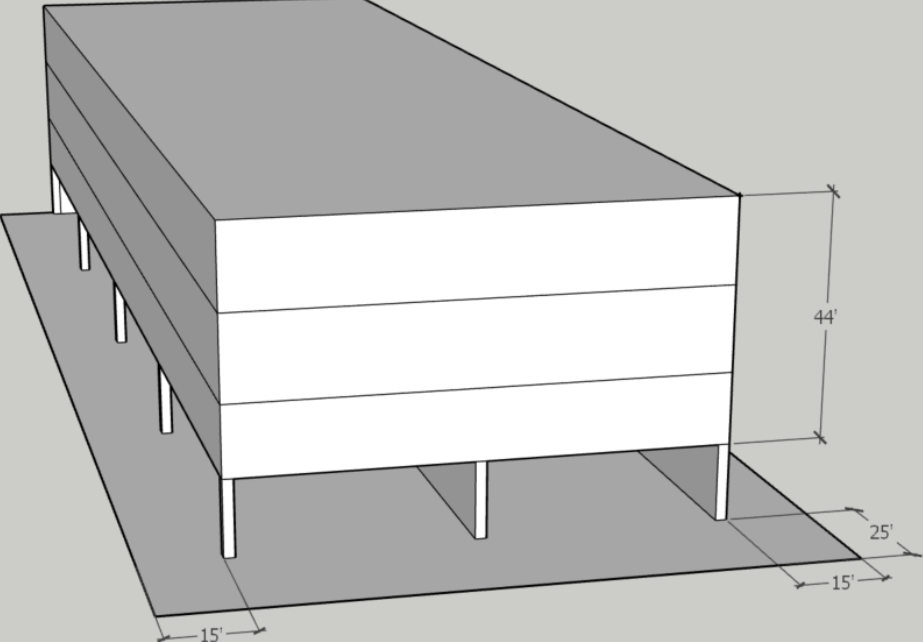
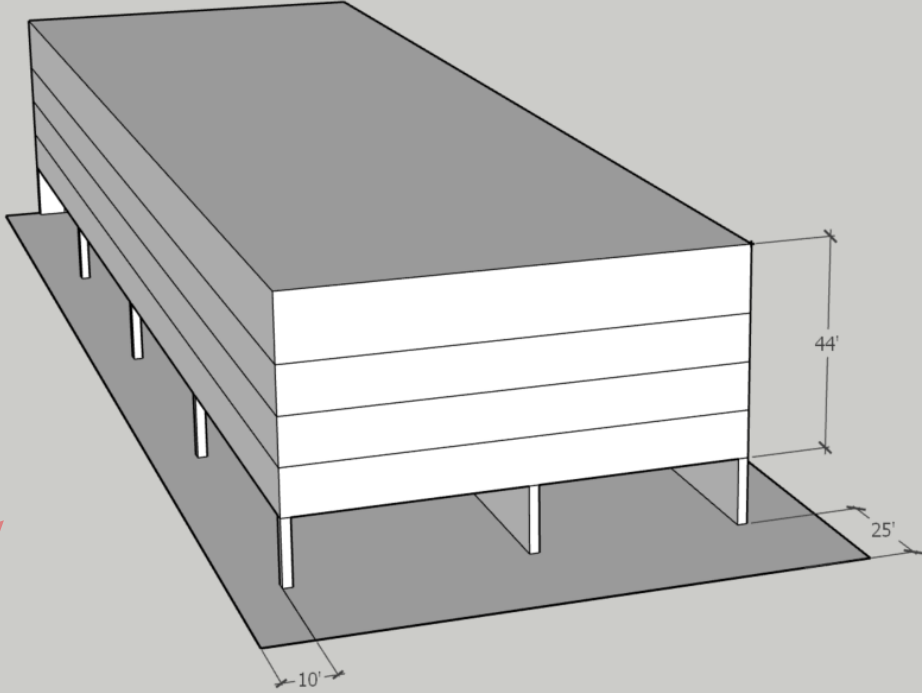


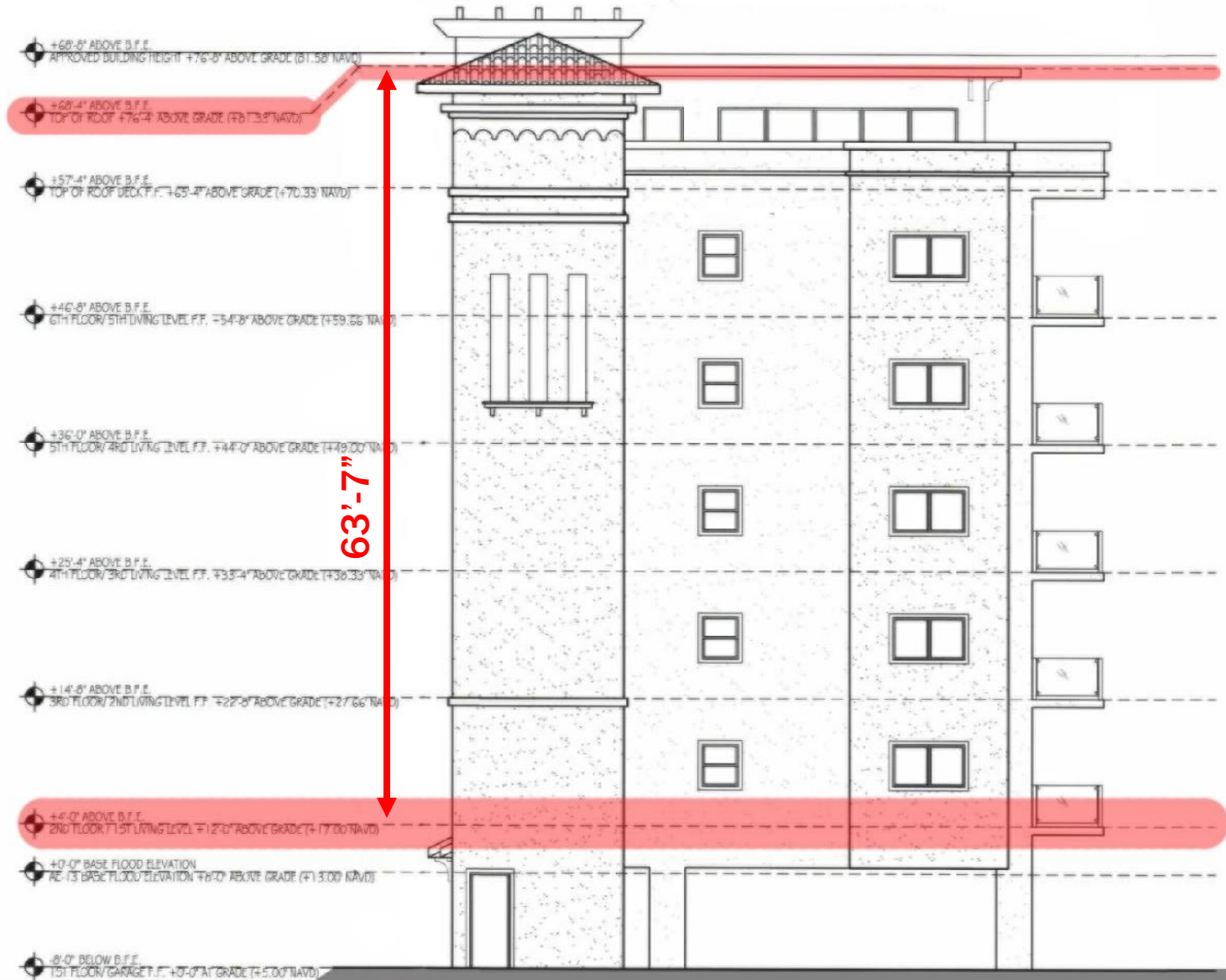
Example Existing R-3 Zoning District

Setbacks: Front Yard (20-25'),
Side Yard (5-10'), Rear Yard
(CCCL if on the beach, or 25')

*additional 5' side setback if
hotel or multifamily next to
residential

Height: 44 ft







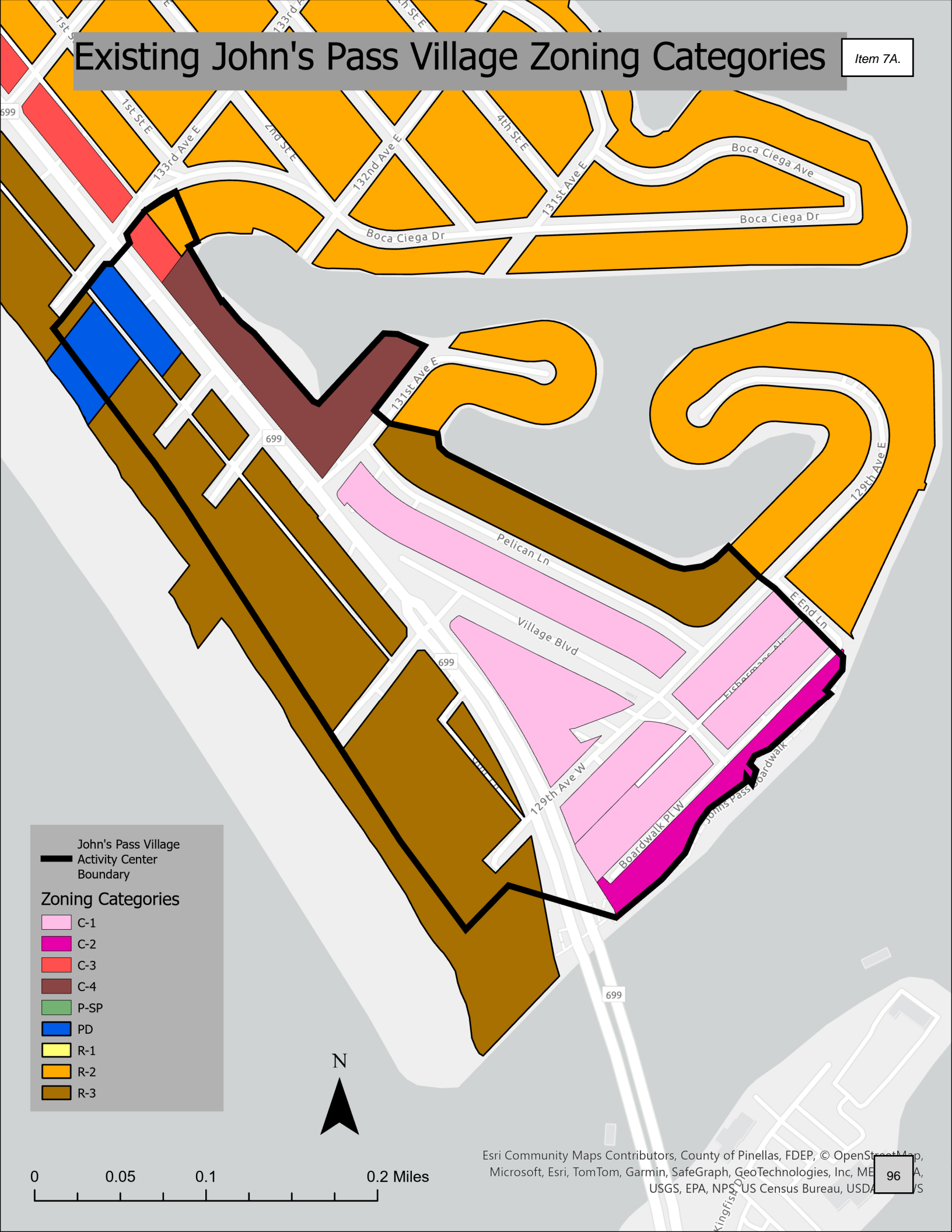
Item 7A.



95

Existing John's Pass Village Zoning Categories

Item 7A.



John's Pass Village
Activity Center
Boundary

Zoning Categories

- C-1
- C-2
- C-3
- C-4
- P-SP
- PD
- R-1
- R-2
- R-3



0 0.05 0.1 0.2 Miles

John's Pass Village Activity Center Character District

Item 7A.

Legend

John's Pass Village
Activity Center
Character Districts

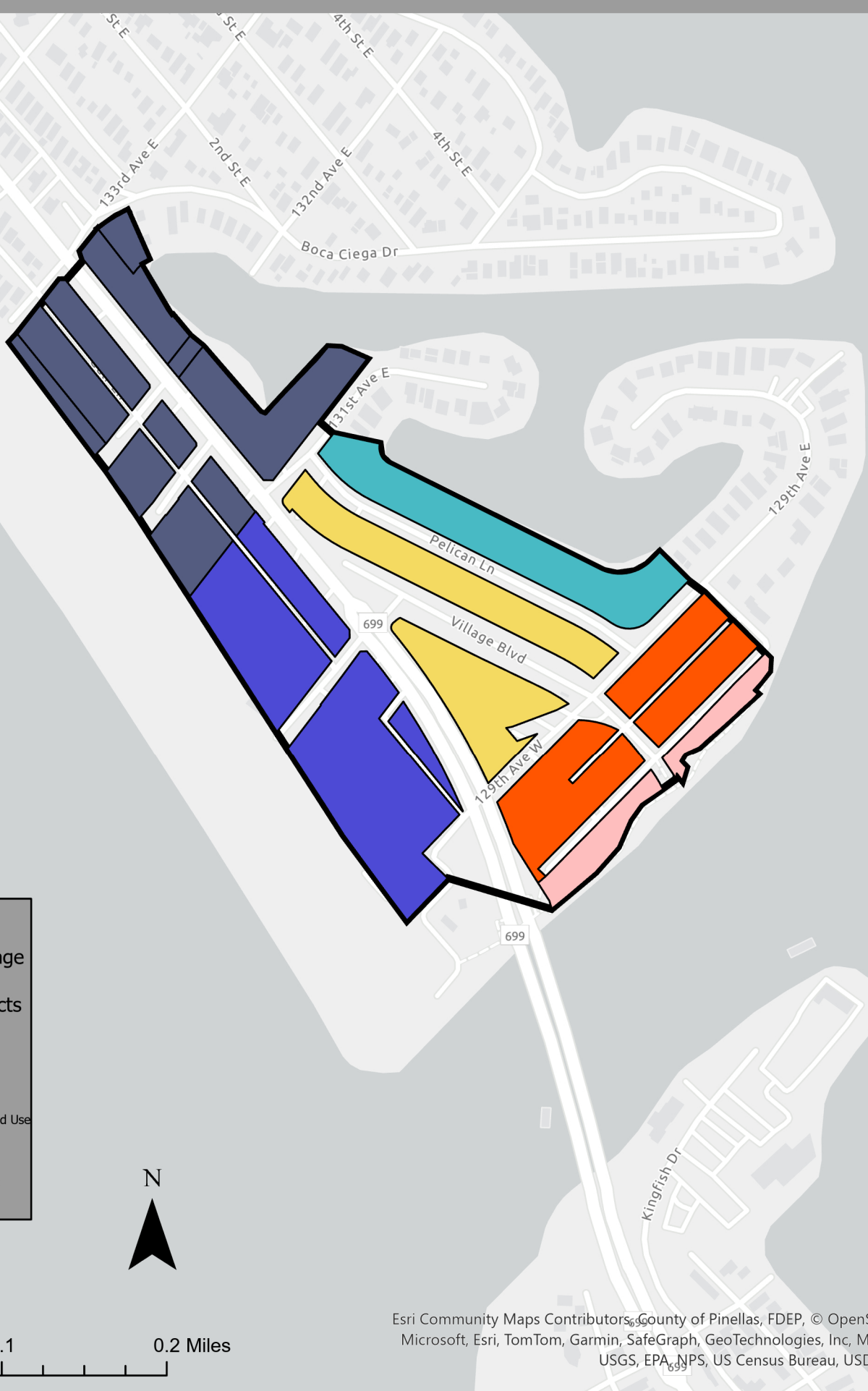
Districts

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

Activity Center
Boundary



0 0.05 0.1 0.2 Miles





Memorandum

Meeting Details: April 24, 2024, BOC Workshop Meeting

Prepared For: Honorable Mayor Rostek and Board of Commissioners

From: Community Development Department

Subject: Ordinance 2024-02 Open Accessory Structures

Background: The Madeira Beach Land Development Regulations (LDRs) does not define “shade structure” or “open accessory structure”, nor any structure that would be directly comparable. While the Madeira Beach Code of Ordinances has definitions for “Structure”, broken into subcategories of Major, Minor, Non-habitable Major and Coastal or Shore Protection, only the Minor definition makes mention of a gazebo. The Code of Ordinances references traditional Chickee huts stating they are not regulated by the Florida Building Code but must meet Planning and Zoning requirements.

The Board of Commissioners directed city staff to research and amend the Code to allow for shade structures (what is also referenced as “open accessory structures”) that would be different from enclosed accessory structures (what one would typically think of as a shed).

Discussion: The proposed ordinance (attached) was reviewed and workshopped at multiple Planning Commission meetings and Board of Commissioners Workshop Meetings as a discussion item. The proposed ordinance incorporates all the discussions and amendments made at these meetings.

The ordinance creates multiple sections, which includes the applicability of division, definitions, building permits required, accessory structure maintenance, excluded from permitting, construction trailers, and outdoor kitchens. The final version allows for open accessory structures (e.g. tiki huts, gazebos) at a percentage of the total lot size (3.5 percent) in addition to the already allowed enclosed accessory structure. The amendments create setbacks for the open accessory structures considering the side yard setbacks for each Zoning District and structural elements of the seawall on lots on the water. In the C-4 Zoning District staff were aware of issues arising from accessory structures that were required by

federal and state regulations that conflicted with the current accessory structures section in the Code. Staff added language to address these concerns.

The Code does not address construction trailers, therefore, staff decided to create a new section to put in place regulations for construction trailers with specific time limitations, setbacks, and evacuation plans.

Staff discussed with the Planning Commission and FDEM (with FEMA considerations) the allowances of permanent outdoor kitchens and created a new section to allow and manage outdoor kitchens as staff realizes with the allowance of open accessory structures will most likely begin more outdoor kitchens.

Staff is aware of concerns regarding accessory structures for mechanical equipment in C-4 properties that abut residential neighborhoods. Madeira Beach follows Pinellas County’s noise regulations which do not account for noise across waterways, yet zones that adjoin commercial or residential zones (see table below).

Section 58-450 Table 2.

Zone from which noise emanates	Adjoining commercial zone (no time limit)	Adjoining residential zone 7:00 a.m.—11:00 p.m., Monday through Saturday
Industrial	72 dBA	66 dBA
Commercial	66 dBA	60 dBA

Public meetings open accessory structures were discussed: BOC Workshops October and November 2023, Planning Commission November 2023, January and February 2024.

Recommendation(s): Planning Commission and staff recommends approval of Ordinance 2024-02

Fiscal Impact or Other:

There is no anticipated fiscal impact, except for increased permit fees associated with permitting and inspections.

Attachments:

- Ordinance 2024-02
- Business Impact Estimate

ORDINANCE 2024-02

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING DIVISION 4 (ACCESSORY STRUCTURES) OF ARTICLE VI (SUPPLEMENTARY DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) OF THE CITY'S LAND DEVELOPMENT CODE TO PROVIDE FOR APPLICABILITY; TO PROVIDE DEFINITIONS; TO REQUIRE BUILDING PERMITS FOR ACCESSORY STRUCTURES AND PROVIDE FOR REGULATION OF CHICKEES; TO PROVIDE FOR MAINTENANCE OF ACCESSORY STRUCTURES; AMEND THE SETBACKS FOR REAR YARD ACCESSORY STRUCTURES ON LOTS ON WATER IN R-1 ZONING DISTRICT; AMEND THE SETBACKS FOR REAR YARD ACCESSORY STRUCTURES ON LOTS ON WATER IN R-2 ZONING DISTRICT; AMEND THE SETBACKS FOR ACCESSORY STRUCTURES IN C-4 ZONING DISTRICT AND ADD ALLOWANCES FOR FEDERAL AND STATE REGULATED STRUCTURES; ADD QUANTITY TO MAXIMUM SIZE OF ACCESSORY STRUCTURES IN R-1, R-2, AND R-3 ZONING DISTRICTS; AMEND THE MAXIMUM SIZE FOR ENCLOSED AND OPEN ACCESSORY STRUCTURES FOR SINGLE-FAMILY USE, DUPLEX AND MULTIFAMILY USE, AND TEMPORARY LODGING USE; ADD QUANTITY TO MAXIMUM SIZE OF ACCESSORY STRUCTURES IN C-1, C-2, C-3, AND C-4 ZONING DISTRICTS; ADD A SECTION TO ADDRESS CONSTRUCTION TRAILERS; ADD A SECTION TO ADDRESS OUTDOOR KITCHENS; PROVIDING FOR CONFLICT, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Staff has reviewed the current provisions of Division 4 (Accessory Structures) of Article VI (Supplementary District Regulations) of Chapter 110 (Zoning) of the Land Development Code of the City of Madeira Beach and recommends amending same; and

WHEREAS, the recommended changes were presented to and reviewed by the Planning Commission at a public hearing; and

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

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

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

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

Section 1. That Division 4 (Accessory Structures) of Article VI (Supplementary District Regulations) of Chapter 110 (Zoning) of the Land Development Code of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 110-471. ~~Building permits required.~~Applicability of Division.

This division applies to all open and enclosed accessory structures that are not specifically exempt from this division.

Sec. 110-472. Definitions

The following terms and phrases used in this division have the following meanings.

Accessory Structure is a subordinate structure(s), the use of which is incidental to that of the principal structure and located on the same lot therewith.

Enclosed Accessory Structure means a structure with walls on all sides (e.g. a shed for outdoor equipment) and a roof.

Open Accessory Structure means an accessory structure containing three or more open sides between posts (e.g. gazebo, tiki hut, or chickees) and a roof. Open accessory structures are measured for area and setbacks from the outermost point of any roof overhang.

Outdoor Kitchen may only contain counterspace, grill, sink, and miniature refrigerator.

Height is measured from the average grade at the base of the accessory structure.

Sec. 110- 473. Building permits required.

Building permits are required for the construction or placement of all accessory structures. Chickees constructed by the Miccosukee Tribe of Indians of Florida, or the Seminole Tribe of Florida are exempt from the Florida Building Code, but must obtain a building permit for planning and zoning purposes. As used in this paragraph,

the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any mechanical, electrical, plumbing, or other non-wood features.

Sec. 110-474. Maintenance of accessory structures.

After construction, all accessory structures must be maintained and remain substantially vertical to serve their function and aesthetic purposes. Structural integrity must be maintained to prevent the danger of destruction or flight during high winds.

Sec. 110-475. Excluded from permitting.

- (1) Outdoor storage containers not to exceed four feet long by four feet wide by three feet tall.
- (2) Removable sunshades provided that any pole is ten feet from any property line and the pole does not exceed six feet in height.

Sec. 110-4726. R-1, single-family residential zones.

Accessory structures may not be located in front yards in R-1, single-family residential zones.

- (1) *Lots not on water.* For lots not on water in R-1, single-family residential zones, accessory structures may be located in side or rear yards but must provide a minimum of 2½-foot setback to allow for vegetation control.
- (2) *Lots on water.* For lots on water in R-1, single-family residential zones, accessory structures may be located in side or rear yards. If the accessory structure is located in a side yard, a minimum of 2½-foot side setback must be provided. If the accessory structure is located in the rear yard, ~~the same rear setback as required for principal structures must be provided.~~ a minimum of a 7-foot side setback and 12-foot rear setback must be provided, so not to interfere with seawall tiebacks.

Sec. 110-4737. R-2, low density multifamily residential zones.

Accessory structures may not be located in front yards in R-2, low density multifamily residential zones.

- (1) *Lots not on water.* For lots not on water in R-2, low density multifamily residential zones, accessory structures may be located in side or rear yards but must provide a minimum of 2½-foot setback to allow for vegetation control.
- (2) *Lots on water.* For lots on water in R-2, low density multifamily residential zones, accessory structures may be located in side or rear yards. If the accessory structure is located in a side yard, a minimum of 2½-foot side setback must be provided. If the accessory structure is located in the rear yard, ~~the same rear~~

~~setback as required for principal structures must be provided. a minimum of a 5-foot side setback and 12-foot rear setback must be provided, so not to interfere with seawall tiebacks.~~

Sec. 110-474-478. R-3, medium density multifamily residential zones.

Accessory structures (except carports) may not be located in front yards in R-3, medium density multifamily residential zones.

- (1) *Lots not on water.* For lots not on water in R-3, medium density multifamily residential zones, accessory structures (except carports) may be located in side yard, but must provide a five-foot minimum side setback. If the accessory structure is located in the rear yard, a minimum of two-foot setback must be provided to allow for vegetation control.
- (2) *Lots on water.* Accessory structures (except carports) on lots on water in R-3, medium density multifamily residential zones must provide the same setbacks as are required for the principal structure.
- (3) Carports in the R-3, medium density multifamily residential zones may be located in the front or side yard and must provide a five-foot side yard setback and ten-foot front yard setback.
- (4) The accessory structure must meet the intersection visibility requirement.

Sec. 110-4759. C-1, tourist commercial zones.

Accessory structures may not be located in front yards in C-1, tourist commercial zones.

- (1) *Lots not on water.* For lots not on water in C-1, tourist commercial zones, accessory structures may be located in side yard, but must provide a five-foot minimum side setback. If the accessory structure is located in the rear yard, a minimum of 2½-foot setback must be provided to allow for vegetation control.
- (2) *Lots on water.* Accessory structures on lots on water in C-1, tourist commercial zones must provide the same setbacks as are required for the principal structure.

Sec. 110-476480. C-2, John's Pass marine commercial zone.

Accessory structures may not be located in front yards in the C-2, John's Pass marine commercial zone. Accessory structures in the C-2, John's Pass marine commercial zone must provide the same side and rear setbacks as are required for the principal structure.

Sec. 110-477481. C-3, retail commercial zones.

Accessory structures may not be located in front yards in C-3, retail commercial zones. Accessory structures in C-3, retail commercial zones must provide the same side and rear setbacks as are required for the principal structure.

Sec. 110-478482. C-4, marine commercial zones.

Accessory structures may not be located in front yards in C-4, marine commercial zones. Accessory structures in C-4, marine commercial zones must provide a 10-foot side and rear setback. ~~the same side and rear setbacks as are required for the principal structure.~~ Accessory structures for working waterfronts or marina uses, which are required by federal or state regulations to be immediately proximate to the waters edge, are permitted within the required setback. Property owners must show documentation from the federal or state regulating board to permit accessory structures within the required setback.

Sec. 110-479483. P/SP, public-semi public zones.

There are no restrictions regarding accessory structures in P/SP, public-semi public zones. Accessory structures in P/SP, public-semi public zones must be consistent with site plan approval.

Sec. 110-480484. Maximum size and quantity in R-1, R-2 and R-3 zones.

- (1) Single-Family Use: Single-family structures may only have one enclosed and one open accessory structure. ~~For single-family structures, the~~ The maximum size for an enclosed accessory structure ~~will be~~ is eight feet wide by ten feet long by ~~eight ten~~ feet high. The total maximum size for all open accessory structures on the property is 3.5 percent of the total land area of the lot. The maximum height for an open accessory structure is 20 feet.
- (2) Duplex and Multifamily Use: Duplex and multifamily structures may only have two enclosed accessory structures, and one open accessory structure for every two dwelling units. ~~For duplex and multifamily structures, there may not be more than two~~ The maximum size for an enclosed accessory structures ~~for a maximum size of six is ten~~ feet wide by eight feet long by ~~eight ten~~ feet high ~~or a single accessory structure eight feet by ten feet by eight feet.~~ The total maximum size for all open accessory structures on the property is 3.5 percent of the total land area of the lot. The maximum height for an open accessory structure is 20 feet.
- (3) Temporary Lodging Use: Temporary lodging structures may only have two enclosed accessory structures, and no limitation on the amount of open accessory structures. The maximum size for an enclosed accessory structure is eight feet wide by ten feet long by ten feet high. The total maximum size for all

open accessory structures on the property is 3.5 percent of the total land area of the lot. The maximum height for an open accessory structure is 20 feet.

- (4) The maximum size of a carport in the R-3, medium density multifamily residential zone for single family structures, is 20 feet wide by 22 feet long by ten feet high. For single family structures, there may not be more than one carport. The limit to the number of carport structure for duplex, ~~and~~ multifamily, ~~and temporary lodging~~ structures will be regulated by parking requirements and the site plan approval process.

Sec. 110-~~481485~~. Maximum size and quantity in C-1, C-2, C-3 and C-4 zones.

~~An~~ The maximum size for an enclosed accessory structure is not to exceed eight 8 feet wide by 12 feet long by ~~eight 10~~ feet high. Properties may ~~be installed and~~ only have one two enclosed and two open accessory type structures may be placed on any lot or group of lots under the same ownership. The total maximum size for all open accessory structures on the property is 3.5 percent of the total land area of the lot. The maximum height for an open accessory structure is 20 feet. -Accessory structures for working waterfronts or marina uses, which are required by federal, or state regulations do not count towards the number of structures and may exceed the maximum size with documentation that the additional size is required to maintain compliance.

Sec. 110-~~482486~~. Lot coverage.

The area covered by accessory structures shall be included in the allowable lot coverage.

Sec. 110-~~483487~~. Tiedowns.

All accessory structures must have tiedowns per the Standard current Florida Building Code. This also applies to all accessory type structures in place before the passage of the ordinance from which this section was derived.

Sec. 110-~~484 488~~. Placement.

An accessory type structure may not be placed forward of the front entrance of the principal structure. In no case shall an accessory type structure be placed closer to any lot line adjacent to a street than provided for the principal structure nor closer than 18 feet to any seawall on the Gulf of Mexico.

Sec. 110-~~485 489~~. Prohibited accessory structures.

Manufactured housing, mobile homes, semi-trailers and other motor vehicles shall not be permitted to be used as storage buildings or other such uses.

Sec. 110-490. Construction Trailers.

Construction trailers may only be on site if a building permit is issued, and construction must begin within 30 days of the construction trailer placement. Trailers must be removed

within 30 days after a Certificate of Occupancy is issued. Construction trailers are allowed five feet from any property line and must meet intersection visibility requirements in Section 110-423. Construction trailers must be removed from site during any named storm event or anchored per the current Florida Building Code. Temporary buildings or sheds used exclusively for construction purposes are exempt from the Florida Building Code but must retain a building permit.

Sec. 110-491 Outdoor Kitchens.

Outdoor kitchens must follow the setbacks for open accessory structures provided in this Division, the countertop structure cannot exceed a height of 36 inches from grade and cannot be larger than 50 square feet in area. The outdoor kitchen must be permanent and meet requirements in Section 94-140. If the outdoor kitchen contains a sink, it must be connected to a sewer line with an in-line isolation valve. Electricity must be isolated with disconnects from the primary structure. Plumbing lines must have back flow prevention. Any sewer, electrical or plumbing must be shut off during any named storm event.

Secs. 110-~~486~~492—110-500. Reserved.

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

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

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

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

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

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

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2024-02 Open Accessory Structures

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Madeira Beach hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance 2024-02 allows for open accessory structures in residential and commercial properties which was previously not defined in the Code. This provides a way for property and business owners to create permanent shaded areas for a respite from the sun and rain.

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

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

The City may see a minor increase in permit and inspection revenue by allowing property owners to build open accessory structures in addition to enclosed accessory structures.

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

All properties will be able to apply for a permit for an open accessory structure.

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

**Memorandum****Meeting Details:** April 24, 2024, BOC Workshop Meeting**Prepared For:** Honorable Mayor Rostek and Board of Commissioners**From:** Community Development Department**Subject** Potential Fence Code Amendments

Background: The lack of details in the fence section of the Madeira Beach Land Development Regulations (LDRs) has caused confusion and frustration for various homeowners, contractors, city staff, and applicants attempting to obtain a fence permit. Some of these issues include many common prefabricated open fence types not meeting current open fence sizing and spacing requirements, fencing requirements in other code sections not being referenced in the fence division, and a lack of clear black-and-white guidance when it comes to fences. The current code is also silent on some fence types such as temporary construction fencing and split rail fences. While this section of the code already has a definition for “building line” as being established by the primary structure setback, this definition is not referenced at all in this code. Due to not being referenced, the lack of a clear definition of where the side, rear, and front yards begin, when determining height, city staff is forced to interpret it as the building line of the primary structure that exists at the time of permitting. Because of this, applicants whose structures do not extend as far as the minimum setback requirements are penalized, applicants with nonconforming structures built beyond the setbacks are rewarded and fence lines are inconsistent from property to property within the same zoning district. As a result, some applicants have had their neighbors apply for their fence permits to extend further than they typically would be able to.

Discussion: The proposed ordinance (attached) has been reviewed by community development staff several times over the past couple of months. This proposed ordinance has not yet been brought to the attention of the city attorney or to any public meetings or workshops. City staff is simply seeking the opinions and input from the Board of Commissioners at this time.

The proposed amendments incorporate all the above-discussed issues and improvements city staff noticed and recommend amending or adding to the current fence code except for the allowance of split rail style fencing which the code does not address. A split rail style fence violates Sec. 110-446(4) of the attached fence code amendments; however, staff is in the process of determining a way to incorporate this type of fence into the code. When coming up with the proposed amendments, city staff analyzed common issues that arose through fence permit applications over the past several months, reviewing common fence types listed by manufacturers such as Home Depot, as well as comparing the Madeira Beach Code of Ordinances to, that of other nearby municipalities.

Recommendation(s): Staff recommends proceeding with the amendments to the fence section in the Code and bringing this to the Planning Commission for discussion and review.

Fiscal Impact or Other:

There is no anticipated fiscal impact.

Attachments:

- Proposed amendments to the Fence Code

DIVISION 3. - LANDSCAPE FENCES, GATES, HEDGES, AND WALLS

Sec. 110-446. - Applicability of division.

This division applies to all fences, hedges, and walls that are not specifically exempted from this division. This division does not apply to seawalls (see [chapter 14](#), article V of this Code for regulations on seawalls).

(1) *Definitions.* The following terms and phrases used in this division have the following meanings.

Building line means the line established by the setback required by the zoning district in which the lot is located, beyond which a building must not extend, except as specifically provided by this Code or approved variance from this Code. If a structure is built beyond the required setbacks through an approved variance, the building line shall apply to that of what was approved by the variance for as long as that structure remains.

Commented [JP1]: This definition already exists but is not used or referenced at all in this code section. If a setback var was granted previously but someone applies for a fence permit after would they need to meet the required setbacks?

Chain-link fence means an open fence consisting of a woven mesh of thick steel wire having a uniform diamond-shaped pattern.

Grade means a reference plane representing the average of finished ground level along the exterior edge of the fence, hedge, or wall.

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

Picket fence means an open fence consisting of pickets or pales attached to horizontal stringers between upright posts.

Post means a sturdy vertical component placed into the ground to support a fence. Posts for residential use cannot be greater than five inches wide and posts for non-residential uses cannot be greater than eight inches wide. Posts may extend three inches above the restricted fence height.

Sand fence means an artificial barrier of evenly spaced wooden slats or synthetic fabric erected perpendicular to the prevailing wind and supported by posts.

Wall means a non-bearing landscape wall.

(2) *Building permits required.* All fences and walls except temporary construction fencing must comply with established building permit procedures.

(3) *Design.* All fences and walls on each property must have reasonably complementary or uniform design and materials.

(4) Openings. Openings in any fence must not allow passage of a four-inch diameter (102 mm) sphere unless spacing is greater than

Commented [JP2]: 2024-2354-FENC, split rail fence

(45) Open fences. When a fence is required to be open, the following criteria must be met. Open fences must have openings between vertical or horizontal members shall not be less than three inches and no greater than four inches between vertical and horizontal members. Horizontal members, other than the top and bottom horizontal members which cannot be greater than six inches wide, cannot be greater than two and one-half inches wide. Vertical members, other than posts which cannot be greater than six inches wide, cannot be greater than three and one-half inches wide. Openings in any fence must not allow passage of a four-inch diameter (102 mm) sphere. Permitted open fences include chain-link and picket fences.

Commented [JP3]: **Treasure Island:** "open fence with openings not less than 3½ inches between intermediate uprights which are not greater than 1½-inch cross sections may extend up to four feet in height."
Redington Beach: additional one foot of fencing may be added on top of a three-foot wall or fence provided that the additional fencing has a minimum three-inch opening between all vertical members, and each vertical member is not greater than one and one-half inch in width and that the additional fencing is either chain link, or has a minimum three-inch opening between all horizontal members and each horizontal member is not greater than one and one-half inch in width except for the top horizontal member can't exceed three and one-half inches.
Indian Rocks Beach: Fences up to four feet in height in the front yard that are a minimum of 50 percent open shall be permitted. Fences less than 50 percent open shall not exceed three feet in height.

(56) Materials. Fences and walls must be constructed of traditional building materials including brick, stone, stucco over concrete block, finished concrete, metal, vinyl, wood (natural, stained, or painted), and composite products manufactured specifically for fences and walls. Non-traditional materials, such as tires, mufflers, hubcaps, etc. are prohibited. Chain-link and other wire fences are not permitted in front yards.

(67) Finished sides. Fences and walls must be constructed to present a finished side to all adjoining lots and abutting rights-of-way.

(78) Maintenance. After construction, fences and walls must be maintained with original components and remain substantially vertical to serve their function and aesthetic purposes. Structural integrity must be maintained to prevent a danger of destruction or flight during high winds. Hedges must be maintained at or below the maximum height permitted.

(89) Dangerous structures. Barbed wire, spire tips, sharp objects, or electrically charged fences or walls are prohibited.

(10) Temporary fencing. Temporary fencing during construction may be required. Once a building permit is closed or becomes inactive, the temporary construction fencing shall be removed within two calendar days.

Sec. 110-447. - Location and height of fences, hedges, and walls.

(a) *Setbacks.* Except as otherwise permitted or required by this Code, fences and walls are prohibited:

- (1) Within any right-of-way or street easement, or closer than three feet to any sidewalk or bike path,
- (2) Closer to the Gulf of Mexico than the County Coastal Construction Control Line,
- (3) Closer to the Gulf of Mexico than 18 feet landward of an existing seawall,
- (4) Closer than five feet to the mean high-water line along waterbodies, including canals, except a fence or wall may be permitted immediately landward of, or on top of, an existing seawall.

(5) Within the Intersection visibility triangle as specified in Sec. 110-423 unless three feet in height or less

(b) *Height.* Height is measured from the average grade elevation along the entire length of the fence, hedge, or wall.

Commented [JP4]: Grade is already defined in this section and this description contradicts the definition stated above

(1) *Front yards.* From the required front building line to the right-of-way, all walls, solid fences, and hedges ~~located in front yards~~ must not exceed three feet. Open fences, must not exceed four feet. Chain-link and other wire fences are not permitted in front yards.

(2) *Side yards.* From the required front building line to the required rear building line, all fences, hedges, and walls ~~located in side yards~~ must not exceed six feet.

(3) *Rear yards facing water.* From the required rear building line to the rear property line, ~~a~~All walls and solid fences ~~located in rear yards~~ abutting or facing waterbodies must not exceed three feet, ~~except fences up to six feet are permitted adjacent to sewage lift stations and along property lines adjacent to parking associated with nonresidential uses.~~ Open fences must not exceed four feet. Fences up to six feet are permitted adjacent to sewage lift stations, city pocket parks, and along residential property lines that are adjacent to commercial uses. When deemed necessary by the permitting authority to ensure life-safety and security however, a six-foot high solid or open fencing may be allowed or required in the site plan review process for commercial and institutional uses. In rear yards facing the Gulf of Mexico, open and sand fences must not exceed four feet and fencing that is wrought iron in appearance must not exceed six feet.

(4) *Sand fences.* Sand fences may be approved by temporary permits and must be removed when the director determines that sea oats have established a permanent vegetative screen. Permitted sand fences must be accompanied by no less than three rows of one-gallon container sea oats planted seaward of and along the entire length of the sand fence. Each sea oat planting must be no more than 12 inches apart, on-center, and rows separated by no more than 12 inches.

(5) *Rear yards not facing water.* From the required rear building line to the rear property line, ~~a~~All fences and walls ~~located in rear yards~~ not abutting or facing waterbodies must not exceed six feet.

Commented [JP5]: Potential issue: what about houses that are built beyond setback? Ex. 2024-2336-FENC

Change to just refence "building line" definition?
From the referenced rear building line to the rear property line

(c) *Swimming pool fence.*

(1) Every outdoor swimming pool, outdoor spa and outdoor permanent wading pool shall be completely surrounded by an appropriate fence not less than four feet in height for all pools, commercial and residential. A building, existing wall or screen enclosure may be used as a part of such enclosure.

Commented [JP6]: In regard to Marci's point at the 4/16 CDD meeting, we may need to add something about houses with different elevations being measured from the outside of fence, however, grade is defined as "...the average of finished ground level along the EXTERIOR edge of the fence..."

(2) For rear yards facing an open water body with a swimming pool, the required swimming pool fence must be four feet in height and must, at a minimum, have the highest foot of the fence constructed as an open fence in compliance with Sec. 110-446(5) (i.e. three-foot solid fence with one-foot lattice)

(3) All gates or doors opening through such enclosure shall be of self-closing and self-latching construction and shall be designed to permit locking. The releasing device for

the latch shall be located no less than 54 inches from the bottom of the gate, the device release mechanism may be located on either side of the gate and so placed that it cannot be reached by a young child over the top or through any opening or gap from the outside.

Sec. 110-448. - Gates required.

All fences, hedges, and walls must provide gates or openings to allow passage through the side yard from the front yard to the rear yard, with a minimum opening of 29 inches.

Sec. 110-449. – Nonconformities.

Any legally nonconforming fences, gates, hedges, or walls must be brought into conformance once any maintenance requiring a permit on the fence is done.

Secs. 110-449~~50~~—110-470. - Reserved.



MEMORANDUM

TO: City Commission
FROM: Robin I. Gomez
DATE: April 24, 2024
RE: Residential Parking Discussion

Background

The parking department designs and implements parking policies, sets parking rates, enforces regulations, and optimizes parking infrastructure. Staff work towards balancing the demand for parking spaces and efficiently utilizing available resources. Moreover, the parking department strives to integrate technology and sustainable practices to enhance operational effectiveness and address modern-day parking challenges, contributing to a community's overall functionality and mobility in addition to raising revenue.

Review/Discussion

City Parking operations currently encompass daily parking enforcement (staff of 5, 3 full-time and 2 part-time) of all City metered spaces (551), handicapped spaces, and a variety of parking in residential areas where a permit is required. At the March 13, 2024, Commission Meeting, Ordinance 2024-03 was adopted providing for definition clarifications on parking requirements, overtime/expired parking, and improper parking. Specifically the ordinance listed that all vehicles parking in a marked City space must pay to park for the duration the vehicle is in a marked space. Additionally, the ordinance listed instances of improper parking including double parking, parking as to block infrastructure such as a fire hydrant, parking in a bike lane or crosswalk endangering cyclists and pedestrians, etc.

ORDINANCE 2024-03

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CREATING SECTION 66-70 TO PROVIDE DUTIES OF VEHICLE OPERATORS TO ACTUATE PARKING METERS AND AMENDING SECTION 66-72 TO PROVIDE FOR ADDITIONAL LIMITATIONS ON PARKING IN CITY PARKING LOTS AND BEACH ACCESS EASEMENTS IN CHAPTER 66 (TRAFFIC AND VEHICLES) OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Staff has reviewed the current provisions of Chapter 66 of the Code of Ordinances for the City of Madeira Beach and has recommended that Section 66-70 be created to provide for duties of vehicle operators to actuate parking meters and provide for parking beyond time fixed for such vehicles and that Section 66-72 be amended to provide for additional parking limitations; and

WHEREAS, the recommendations of the City Staff have been found meritorious by the Board of Commissioners; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1. That Section 66-70 (Duty of Operators of Vehicles to Actuate the Parking Meter; Parking Beyond Time Fixed for Such Vehicle) of Division 1 (Generally) of Article III (Stopping, Standing, Parking) of Chapter 66 (Traffic and Vehicles) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby created and shall read as follows:

Sec. 66-70. Duty of operators of vehicles to actuate the parking meter; parking beyond time fixed for such vehicle.

- (1) When any vehicle shall be parked in any time regulated parking space as designated pursuant to this chapter, where controlled by a parking meter, the owner or operator of such vehicle shall, upon entering the parking space, immediately actuate the parking meter. The parking meter may be actuated by manual or electronic means and/or by payment of authorized legal tender, and the parking space may then be used by such vehicle during the parking time limit prescribed for that parking space.
- (2) It is unlawful for any person to permit a vehicle to remain or be placed in any parking space when the parking meter indicates or displays a signal showing that such vehicle is parked overtime or when the pay station receipt indicates that parking time limits have expired.
- (3) It is unlawful for any person to permit a vehicle to remain in any parking space for more than two (2) hours after a citation has been issued for violation of subsection (2) of this section.
- (4) When signs are erected giving notice of time limits, no person shall park a vehicle in any parking meter space and/or zone for a continuous period of time longer than that period of time designated by such signs. In order to enforce this provision no person shall roll the tires of a vehicle or attempt to remove the markings made by a parking enforcement specialist prior to removing the vehicle from the parking space.

Section 2. That Section 66-72 (Limitations on Parking in City Parking Lots and Beach Access Easements) of Division 2 (Parking Meters, Permits and Limitations) of Article III (Stopping, Standing, Parking) of Chapter 66 (Traffic and Vehicles) of the Code of Ordinances of the City of Madeira Beach, Florida, is hereby amended to read as follows:

Sec. 66-72. Limitations on parking in city parking lots and beach access easements.

Parking of any type motor vehicle is allowed in the city parking lots and beach access easements subject to the following limitations:

- (1) All vehicles must park within the designated metered spaces;
- (2) No part of the vehicle may extend beyond the limits of the marked parking space;

- (3) Backing of vehicles into metered spaces is permitted if the license plate of the vehicle can still be readily observed (except where a no back in parking sign is posted for a particular lot or parking space);
- (4) Parking in front of a driveway, blocking access for residents or emergency vehicles is prohibited;
- (5) Double parking is prohibited. Double parking refers to parking next to or obstructing another parked vehicle, wholly or partially;
- (6) Parking too close to an intersection obstructing visibility for other drivers is prohibited;
- (7) Parking on the sidewalk or pedestrian walkway obstructing pedestrian traffic is prohibited;
- (8) Parking in a bus zone or bus stop impeding public transportation is prohibited;
- (9) Unauthorized parking in a reserved spot for employees or residents is prohibited. This includes parking in a designated space without proper authorization;
- (10) Parking in a manner that obstructs access to public facilities, like mailboxes or trash bins is prohibited;
- (11) Parking in a manner that obstructs visibility for other drivers, such as parking on a curve is prohibited;
- (12) Parking in a manner that blocks access to essential infrastructure, like fire hydrants or utility boxes is prohibited;
- (13) Parking within fifteen (15) feet on either side of a fire hydrant or in a designated tow-away zone is prohibited;
- (14) Parking in a bike lane or crosswalk endangering cyclists and pedestrians is prohibited;
- (15) Except when otherwise provided in this chapter, every vehicle stopped or parked upon a one-way roadway shall be so stopped or parked parallel to the curb or edge of the roadway, in the direction of authorized traffic movement, with its right-hand wheels within 12 inches of the right-hand curb or edge of the roadway, or its left wheels within 12 inches of the left-hand curb or edge of the roadway;
- (416) Parking is only allowed during the hours of 6:00 a.m. to 12:00 midnight, unless otherwise posted;
- (517) Meters are in effect on all lots during the allowable hours of operation, seven days a week; and
- (618) Parking is prohibited in all areas during the hours of 12:00 midnight to 6:00 a.m. daily, unless otherwise posted.

Section 3. For purposes of codification of any existing section of the Madeira Beach Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

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

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

Section 6. The Codifier shall codify the substantive amendments to the Code of Ordinances of the City of Madeira Beach contained in Sections 1 and 2 of this Ordinance as provided for herein and shall not codify the exordial clauses nor any other sections not designated for codification.

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

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

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____



MEMORANDUM

TO: City Commission
 FROM: Robin I. Gomez
 DATE: April 24, 2024
 RE: Residential Trash Collection Discussion

Background

The City of Madeira Beach provides twice-per-week (2x) residential curbside trash/sanitation collection on either a Monday/Thursday or Tuesday/Friday schedule. In 2023 various changes occurred to address staffing issues, enhance efficiencies, and ensure adequate funding of capital equipment: (1) each residence received a 64 gallon container to use for the trash collection, (2) weekly (every Wednesday) recycling collection also received a 64 gallon container to place recycling items/materials' collection (by Waste Pro), and (3) monthly trash/recycling collection rates increased for the first time in nearly 6 years.

Review/Discussion

The listed and other changes such as codifying the days/times containers can be placed out (for collection) and their retrieval yielded changes that the City discussed at various Commission meetings and issued/distributed via our various media. Residents adjusted with the new cans, however a recent addition to our sanitation fleet, a side loader collection truck, has yielded some concerns.

Many cities and other private trash haulers have been utilizing side-loaders to empty containers such as the 64 gallon one the City issued last year. This change to trash collection via the side-loader requires the following:

1. Trash collection (2x/week) of the 64 gallon cans can only incorporate trash that fits in the container.
2. Any additional, larger, or bulk trash (that does not fit in the 64 gallon brown container) will continue to be collected on WEDNESDAYS, which has and will continue to be the City's bulk and yard waste collection day, City-wide.
3. Recycling container collection will still also occur every WEDNESDAY.