



BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AGENDA

**Wednesday, September 27, 2023 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. 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. It is not mandatory to complete a comment card.

4. DISCUSSION ITEMS

A. FY 24 Pinellas County Sheriff's Office Contract for Law Enforcement Services

B. Madeira Beach Market Agreement

C. Recreation Center Solar - RFP

D. Aclarian Consulting Agreement FY 2024

E. Rules of Reading Emails into the Record

F. Update on Ethics Complaint Against former VM Doug Andrews

G. Ordinance 2023-07, Whistleblower Ordinance

H. Local Mitigation Strategy (LMS) Program

I. Request for Qualifications for Urban Design Services to Create and Implement a City Master Plan

J. Forward Pinellas Alternative Compromise for the John's Pass Village Activity Center Plan

5. ADJOURNMENT

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

Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the minutes to be transcribed verbatim; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation to participate in this meeting should call the City Clerk at 727-391-9951, ext. 231 or 232 or fax a written request to 727-399-1131.



MEMORANDUM

Date: September 19, 2023
To: Board of Commissioners
From: Robin I. Gomez, City Manager
Subject: FY 24 PINELLAS COUNTY SHERIFF'S OFFICE CONTRACT FOR LAW ENFORCEMENT SERVICES

Background

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

Discussion:

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

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

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

FY 2023 Cost: \$1,575,420.00, a 7.91%, \$115,524 increase over FY 22

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

-Labor increase of 8.0% equates to \$82,330.00 increase, 71.3% of total \$115,524.00 increase

-Mileage increase to \$1.0456 per mile (10.2% increase) equates to \$11,887.00 increase or 10.3% of total \$115,524.00 increase

-8% increase in School Crossing Guard Costs, equates to \$2,262 increase or 2% of total \$115,524 increase

-Supervision, Equipment, and AIC increase of \$1,884, 2.6% or 1.6% of total \$115,524 increase

List of prior annual costs:

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

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

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

FY 2020 Cost: \$1,315,980

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

CONTRACT FOR LAW ENFORCEMENT SERVICES

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

PATROL SERVICES:

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

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

COMMUNITY POLICING:

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

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

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

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

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

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

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

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

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

SCHOOL CROSSING GUARDS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. TERM. This Agreement shall take effect on October 1, 2023, and continue in effect thereafter through September 30, 2024, unless hereafter extended upon such terms and conditions as the parties hereto may later agree.

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

The parties agree that where the Agreement is not terminated as provided for herein, the

terms of this Agreement shall automatically continue for 120 days beyond September 30, 2024, in the event a replacement contract has not yet been completely executed. The CITY shall continue to pay to the SHERIFF on a monthly basis the amount due per this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, in the cost of service, shall be retroactively applied for services rendered from October 1, 2024, to the approval and execution of the replacement contract, and shall be paid by the CITY to the SHERIFF immediately for the services already provided.

17. CONTRACT COSTS. The CITY shall pay to the SHERIFF, as payment in full for all of the services herein agreed to be performed by the SHERIFF of Pinellas County, the sum of ONE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND FOUR HUNDRED TWENTY DOLLARS AND NO CENTS (\$1,575,420.00). Payment shall be made in twelve monthly installments of ONE HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS AND NO CENTS (\$131,285.00). Payment shall be made on the first day of each month beginning on the 1st day of October 2023. (see Attachment 1.)

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

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

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

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

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

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____, 2023.

ATTEST:

CITY OF MADEIRA BEACH

CITY CLERK

MAYOR

APPROVED AS TO FORM:

(CITY SEAL)

CITY ATTORNEY

SHERIFF, PINELLAS COUNTY, FLORIDA

BOB GUALTIERI, Sheriff

**CITY OF MADEIRA BEACH
REVOCABLE LICENSE AGREEMENT
MADEIRA BEACH MARKET**

Item 4B.

THIS AGREEMENT, made and entered into this ____ day of _____, 2023 by and between the CITY OF MADEIRA BEACH, a municipal corporation of the State of Florida (hereinafter the “City”) and TAMPA BAY MARKETS, INC, a Florida corporation (hereinafter the “Market Manager”, for itself and as an agent for the individual Vendors participating in the event authorized hereunder.

For and in consideration of the mutual covenants herein made and agreed to be kept and in consideration of other good and valuable considerations the sufficiency and receipt of which is hereby acknowledge, the parties do hereby agree as follows:

1. The City does hereby grant and the Market Manager does by these presents accept a revocable license for itself and as agent for the individual Vendors referred to herein for the temporary use of public land identified as ‘Madeira Way’ and as described in Exhibit A hereinafter referred to as “Event Space” or “Space” for the use of the Market Manager and the Vendors participating in the event for the purpose of the Vendors’ sublicensing from the Market Manager vending space on a one time or multi-week basis for the sale of fruits, vegetables, food, plants, flowers, crafts and other products or items directly related to the preparation of food as is mutually found acceptable to the Market Manager and the City.

The term “Event” refers to each use of the Madeira Beach Market location by the Market Manager pursuant to the terms of this Revocable License Agreement.

The Market Manager shall act as spokesperson for the Market and shall have the right to recruit and assign spaces to Vendors for individual days of operation orally or by written agreement, but such Vendors shall not be granted any rights of use or possession not specifically allowed herein and such Vendors shall have their right of use revoked immediately in the event that this Agreement is revoked or terminated. No other use or occupancy shall be made of said public land and such display space shall only be used within the dates and limes as are specifically set forth herein and at no other date or time.

The Market Manager shall not disparage or criticize the City, the Mayor, Vice Mayor, City Commissioners, Charter Officials, City staff or the Madeira Beach Market in any way, including but not limited to, verbally, in writing or by Facebook, Twitter or other electronic media.

2. The term “Vendor” shall be defined as those persons or entities acting under the approval and assignment of a Vendor space by the Market Manager for use as a Vendors' space only. Vendor count to be determined and approved by the Market Manager and shall be reviewed and approved by the appropriate public health and safety officials. The City may limit the number of Vendors if it concludes in its sole and unlimited discretion that the public health and safety would be served by a greater limitation of the number of Vendors

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REVOCABLE LICENSE AGREEMENT
MADEIRA BEACH MARKET**

Item 4B.

participating. Madeira Beach residents shall receive first consideration as Vendors, if products, quality and reliability are equal. The Market Manager shall establish a Vendor waiting list. The City retains the absolute right at any time to cancel this Agreement with the Market Manager upon five (5) days written notice in the event that it determines in its sole discretion that the public good is not served by continuation of this Agreement. Only with the approval of the Market Manager will any Vendor use gas or other flammable materials as a part of its display or sales activities and there shall be no sale of alcohol by any Vendor.

3. This Revocable License Agreement grants only the temporary and revocable right of use in the form of a temporary license and shall not be deemed to establish a landlord/tenant relationship between the parties or any other right in real property that is cognizable under the terms of Chapter 83, Florida Statutes, or any other right of use or of occupancy or of possession except as is otherwise specifically set forth herein. Any other right of use or occupancy, which is not specified herein, shall not arise in any other manner from the license herein granted
4. The Market Manager shall have a right to have Vendors occupy and use the Event Space for the purposes of sales during the "Season". Event hours will initially be 10 am - 2 pm and, if necessary, will be adjusted as required. The days of the "Season" must be mutually agreed upon between the Market Manager and the City. Request for dates shall be included in a completed Special Events Application, which will be provided to the Market Manager by the City. Such time periods are hereinafter referred to as the "Season" ; such Season shall be computed on the City's fiscal year, October 1 - September 30. The agreed upon days and hours shall be solely for the purposes of active sales of products and the Vendors shall have the right to use and occupy the said space for an hour before such time period and for one hour after the foregoing hours of active sales for the purposes of assembling and disassembling the sales space and its Vendor displays. The Event Space shall be occupied and used at no other dates and times.
5. The Market Manager and Vendors of the Market Manager shall not be considered agents or employees of the City of Madeira Beach for any purpose whatsoever. The Market Manager and his sub-licensed Vendors shall be responsible for all permits and licenses necessary for the conduct of sales activities in the Event Space including all Pinellas County Health Department and the Florida Department of Agricultural or other regulatory agency approvals. Any violation of the licensing requirements, health requirements or of any other requirements of other regulatory or law enforcement agencies shall be deemed to be sufficient cause for the immediate revocation of this License Agreement and the removal of the Market Manager and the sub-licensees from the Space.
6. The Market Manager shall be responsible for providing the assembly and the removal of all sub-licensed Vendor tables and displays and other items of personal property used to conduct sales activities. No tables or chairs or other items will be placed on public sidewalks. The Market Manager shall be responsible for cleaning up the Event Space and

**CITY OF MADEIRA BEACH
REVOCABLE LICENSE AGREEMENT
MADEIRA BEACH MARKET**

Item 4B.

the area in its immediate vicinity of all trash, litter and garbage and emptying trash cans plus removal of all tables, trash cans, chairs, cones, and all other equipment used by the Madeira Beach Market after each event.

7. The Market Manager shall compensate the City of Madeira Beach for use of the event site, public land identified in Paragraph 1 above during the agreed upon dates and times referenced in Paragraph 4 as follows:
 - a. \$1,000 damage and clean-up deposit.
 - b. \$50.00 per event charge for each scheduled market date. (Fee represents 2 x \$25 for each hour of staffing utilized for setup and breakdown of the market and the hourly rate for staffing fee shall remain consistent with the City of Madeira Beach Fee's and Collections Manual.

The deposit in the amount of \$1,000 is payable to the City by the Market Manager not less than fourteen (14) days prior to the first event date of the Season. The damage and clean-up deposit shall be refunded in whole or in part upon satisfaction by the City that the event site as determined by the City has been properly cleaned up and any damages have been accounted for and repaired. If damage fees are less than \$1,000, the remainder of the damage deposit, at the discretion of the City, may be returned to the Market Manager.

The Market Manager shall make payment to the City on the last day of the month for all events taking place during that month.

8. The Market Manager and sub-licensed Vendors hereby indemnify and save the City of Madeira Beach harmless from any and all costs, judgments, fees, penalties, attorney fees and any and all charges whatsoever arising from the Market Manager's and Vendors sub-licensees' use of the Event Space and such indemnification shall include the agents, officers, elected officials and employees of the City. As a condition precedent to the Market Manager conducting sales activities within the Event Site, the Market Manager shall deliver to the City a policy of liability insurance for personal injury and product liability in the amount of \$1,000,000 in the form as is otherwise established by regulations issued by the City Manager or as is suitable to the City Attorney. The City of Madeira Beach will be named as an additional insured on such insurance policies from the issuing insurance company. The lapse, cancellation or non-delivery of such insurance policies shall immediately cancel all rights of the Market Manager under this Agreement without any further notice or action on the part of the City. The insurance policy will provide that before lapse, cancellation or change in the insurance policy that the City of Madeira Beach is notified of such lapse, cancellation or change. The required policy shall be delivered to the City not less than fourteen (14) days prior to the use of the site.

**CITY OF MADEIRA BEACH
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MADEIRA BEACH MARKET**

Item 4B.

9. No vehicles shall be parked within the Event Space except for the purpose of assembly or dismantling displays or other items placed within the Event Space for sales activities unless special permission is granted by the City of Madeira Beach. The Market Manager shall not make any modifications to the ground or improvements thereon in order to conduct sales activities or secure displays. Any damage outside of normal wear and tear done to the improvements on the Event Spaces, including the asphalt paving, landscaping, grass, sod, curb stops or any and all improvements agreed to or allowed by the Market Manager shall be corrected or repaired by the Market Manager.

10. This Agreement and the license rights granted hereunder shall not be assignable by the Market Manager to any other person, firm or corporation and shall be entirely personal to the Market Manager. No other persons, except Vendors, shall be allowed to occupy or use the Event Space for commercial activities. No other sales activities may be conducted on or other use made of the Event Space except as is specifically identified as Vendor lessee's space. The City shall retain the absolute right to cancel this license as is above set forth and to allow the use of the Event Space by other persons for any reason or purpose that it deems to be in the public interest without liability whatsoever to the Market Manager or Vendors for any lost profits or other damages that may be sustained by the Market Manager or sub-licensee because of the cancellation or reassignment of rights for the Event Space.

11. The Market Manager may approve broadcasting of music or other production of sound incident to the conduct of sales activities within the Event Space appropriate to the Market and in accordance with City Ordinances, as approved by City employees or other persons placed in control or authority over the Event Space by the City.

12. At all times, the City shall have the absolute right to disapprove the sale of any item that it deems inappropriate to be sold from City-owned property. The Market Manager and Vendors do hereby waive any and all claims for damages, lost profits, or any other economic loss or cost arising from a decision of the City to disapprove the sale of any item or material, including materials enjoying protection of the First Amendment of the Constitution of the United States.

13. The City shall retain the right at all times during the term of this Agreement to preempt use, cancel or recapture any sales day or group of sale days for the purpose or public use of the Event Space licensed hereunto, or for the use of such Event Space by any other person or group for an event approved by the City, or for the purpose of eliminating sales activities for any reason deemed appropriate by the City, or for the purpose of eliminating sales activities for any reason deemed appropriate by the City in the public good. Such right of preemption, cancellation or recapture shall be within the sole and absolute discretion of the City and shall not give rise to any claim for damages or lost profits by the Market Manager or Vendors. Every attempt will be made to notify the Market Manager at least 6 weeks in advance and any cancellation of the Market will be a last resort.

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MADEIRA BEACH MARKET**

Item 4B.

14. The City Manager or his/her designee may adopt and issue regulations regarding the conduct of sales activities in the Event Space or any other matters material to this Agreement and such regulations, upon issuance by the City Manager or his/her designee, shall become a part of this Agreement and the Market Manager and Vendors shall be bound by the terms thereof. The Market Manager at all times will obey all laws of the Federal, State, County and City and their administrative agencies while conducting this event on City property. Failure to abide by the terms or conditions of this Agreement shall result in a minimum \$1,000 penalty fee payable to the City by the Market Manager.
15. In the event Madeira Way, the event area, or adjacent property come under construction during the duration of this agreement, the City and Market Manager shall work together to find a mutually agreed upon alternative location for the event to operate.
16. The term of this Agreement shall be for a period of five years commencing on the date of approval, and shall end on the 31st day of September 2028. The Agreement may be renewed for one additional five (5) year period by mutual agreement between the Market Manager and the City.
17. Time is of the essence in all aspects of this Agreement and failure to comply with any of the terms or conditions of this Agreement shall be deemed to be a material breach hereof.
18. Any and all previous agreements, oral or written, shall be void and of no further force and effect. No modifications shall be made in this Agreement between the parties unless such modification is in written form and executed with the same format as this Agreement.
19. The City will require payment from TAMPA BAY MARKET, INC for the event whether the event takes place or not due to inclement weather, except, in the case of serve weather (hurricane/lightning). The City will determine, in its sole discretion, if payment will be due.
20. This Agreement shall not be recorded in the Public Records of Pinellas County, Florida.

**CITY OF MADEIRA BEACH
REVOCABLE LICENSE AGREEMENT
MADEIRA BEACH MARKET**

Item 4B.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on the day and year first above written.

TAMPA BAY MARKETS, LLC

By: _____
Name: _____
Title: _____
Date: _____

CITY
City Of Madeira Beach

By: _____
Jim Rostek, Mayor

By: _____
Robin Gomez, City Manager

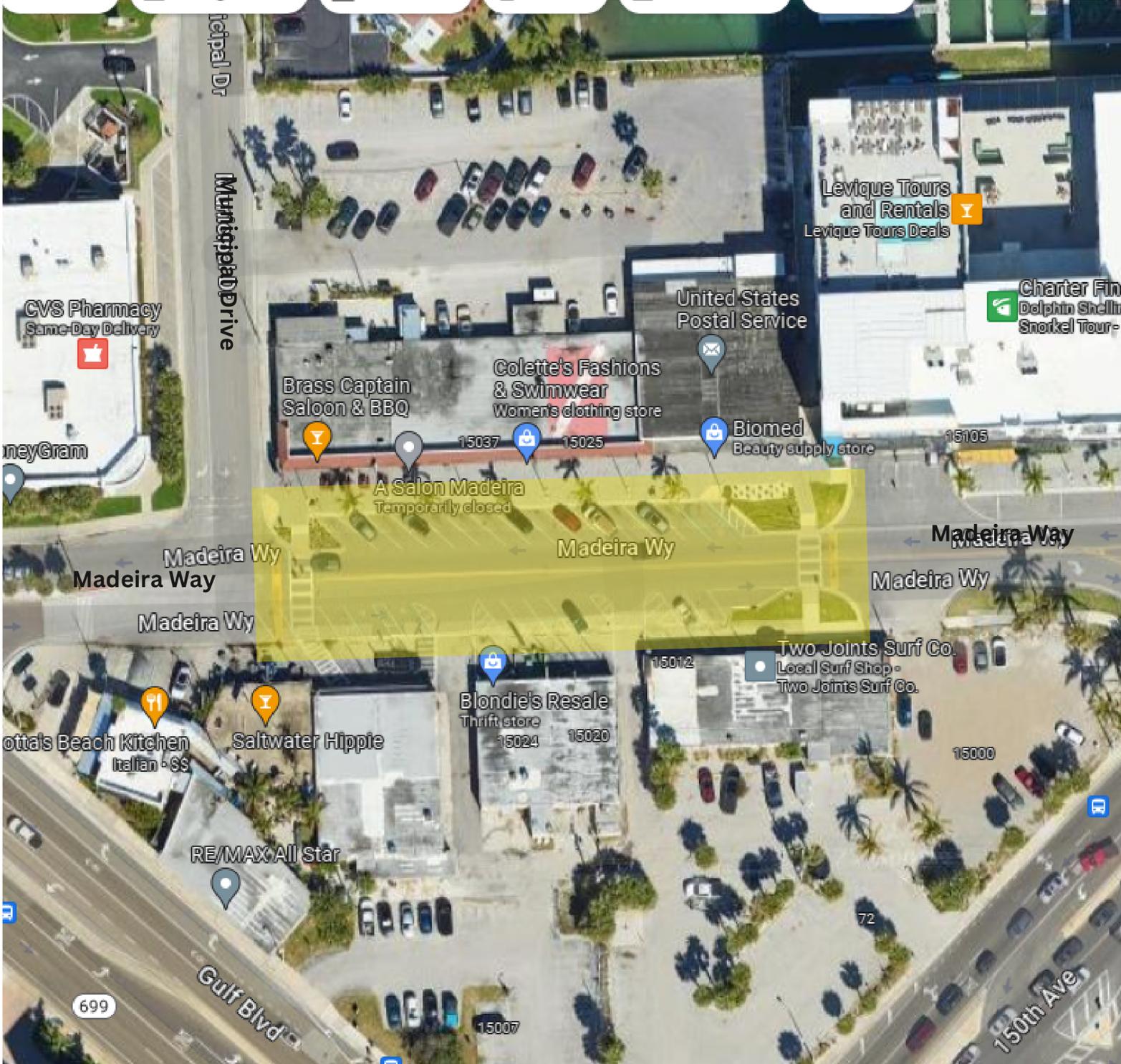
APPROVED AS TO FORM:

By: _____
Thomas J. Trask, City Attorney, B.C.S.

ATTEST:

By: _____
Clara Vanblargen, City Clerk

Exhibit A





MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
VIA: Robin Gomez, City Manager
FROM: Jay Hatch, Recreation Director
DATE: September 19, 2023
RE: Madeira Beach Wednesday Market - Contract

Background

The City of Madeira Beach and Tampa Bay Markets, LLC have partnered for numerous years to provide the Madeira Beach Wednesday Market. Tampa Bay Markets has expressed interest in continuing to operate the Madeira Beach Wednesday Market. The Market season would run from November 1 – June 1. Staff worked with the City Attorney and has put together an agreement for the future operation of the Market.

Fiscal Impact

Tampa Bay Markets would be responsible for a payment of staff time for each Market occurrence as well as a security deposit which would cover any incidental damage to the property due to operation of the Market.

Recommendation

Staff Recommends moving forward with negotiating the proposed contract with Tampa Bay Markets, LLC.

Attachments

Tampa Bay Markets, LCC Proposed Contract



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
VIA: Robin Gomez, City Manager
FROM: Jay Hatch, Recreation Director
DATE: September 19, 2023
RE: Madeira Beach Recreation Center Solar - RFP

Background

In January of 2022, staff began the process of researching the possibility of placing a Solar Array on the Roof of various buildings in the City of Madeira Beach. At the direction of the board, the Recreation Building was chosen to be the initial portion of potential future solar projects. Staff contracted with Wilson Girgenti Engineering to obtain drawings and plans for a solar array to be placed on the roof of the Recreation Center. Staff intends to release the drawings out for an RFP to obtain pricing for installation of the proposed project.

Fiscal Impact

Currently there is \$100,000 in the proposed FY24 budget dedicated to this solar project to be completed. Additionally, the City currently holds a remaining balance of \$383,544 in funds received in relation to the BP Oil spill. Previous project estimates for the Recreation Center solar array have been in the \$95,000 - \$100,000 range.

Recommendation

Staff Recommends moving forward with a RFP for the Recreation Center Solar Array project.

Attachments

Solar Array Design by Wilson Girgenti.

PV SYSTEM INFO

THIS SYSTEM IS A GRID-TIED PV SYSTEM. PV MODULES WITH A COMBINED STC RATED DC OUTPUT POWER OF **44 kW**. TOTAL ANNUAL ENERGY PRODUCTION OF THE PV SYSTEM, ACCORDING TO HELIOSCOPE SOFTWARE SIMULATION IS: **72,920 kWh**.

THE PV SYSTEM AND THE ENERGY GENERATED BY THE PV SYSTEM SHALL BE INTERCONNECTED WITH THE UTILITY GRID THROUGH THE EXISTING ON-SITE ELECTRICAL EQUIPMENT VIA **LINE SIDE INTERCONNECTION**. THIS PROJECT DOES NOT INCLUDE STORAGE BATTERIES.

SCOPE OF WORK

Equipment summary:
110 x Q CELLS Q.PEAK DUO ML-G10+ 400W MODULES
55 x SOLAREEDGE P960 POWER OPTIMIZERS
1 x SOLAREEDGE 43.2KUS, 208V, 3Ø, INVERTER
1 x AC DISCONNECT, 150A RATED, FUSED WITH 150A FUSES, 3Ø, 208VAC, NEMA 3R
187 x U-ANCHOR 2400 TPO ROOF ATTACHMENTS
IRONRIDGE RACKING

GOVERNING CODES

2017 NATIONAL ELECTRIC CODE (NEC)
 2020 FLORIDA BUILDING CODE 7th EDITION (FBC)
 UNDERWRITERS LABORATORIES (UL) STANDARDS
 OSHA 29 CFR 1910.269
 NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
 FLORIDA FIRE PREVENTION CODE, 7th EDITION (FFPC)

SITE SPECIFICATIONS

OCCUPANCY CATEGORY: III
 DESIGN WIND SPEED: 150 MPH
 EXPOSURE CATEGORY: C
 GROUND SNOW LOAD: 0 PSF
 STANDARD: ASCE 7-16

SHEET INDEX

X.0 COVER
 A.0 SITE PLAN
 A.1 ROOF PLAN & PV LAYOUT
 A.2 PV MODULE LAYOUT & STRING SCHEDULE
 S.1 MOUNTING & RACKING METHOD
 E.1 SINGLE LINE DIAGRAM
 E.2 THREE LINE DIAGRAM
 E.3 WIRING CALCULATIONS
 L.1 SYSTEM LABELING
 DS.1 DATA SHEETS
 DS.2 DATA SHEETS

Contractor: Item 4C.

 Wilson & Gergenti Engineering

Project:
MADEIRA BEACH REC CENTER
 300 Municipal Drive,
 Madeira Beach, FL 33708

Engineer:

ARC DESIGN
 Solar Specialists

JAMES A. CLANCY, PE
 409 N. MAIN STREET, ELMER,
 NJ 08318
 ENGINEERS LICENSE #64848

Engineering Approval:



James A. Clancy
 Professional Engineer
 State of Florida
 License #64848

AERIAL SITE VIEW

PROJECT SITE

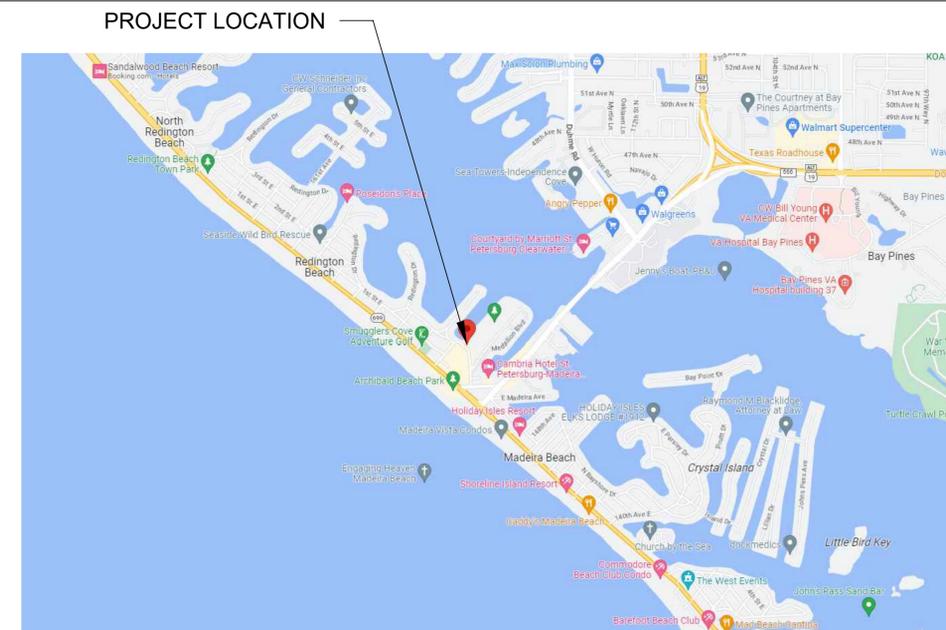


POWER METER

CONSTRUCTION NOTES

- 1.) CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO INITIATING CONSTRUCTION.
- 2.) CONTRACTOR SHALL REVIEW ALL MANUFACTURER INSTALLATION DOCUMENTS PRIOR TO INITIATING CONSTRUCTION.
- 3.) ALL EQUIPMENT SHALL BE LISTED BY U.L. (OR EQUAL) AND LISTED FOR ITS SPECIFIC APPLICATION.
- 4.) ALL EQUIPMENT SHALL BE RATED FOR THE ENVIRONMENT IN WHICH IT IS INSTALLED.
- 5.) ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- 6.) ACCESS TO ELECTRICAL COMPONENTS OVER 150 VOLTS TO GROUND SHALL BE RESTRICTED TO QUALIFIED PERSONNEL.
- 7.) WHERE SIZES OF JUNCTION BOXES, RACEWAYS, AND CONDUITS ARE NOT SPECIFIED, CONTRACTOR SHALL SIZE THEM ACCORDING TO APPLICABLE CODES.
- 8.) PV MODULE FRAMES SHALL BE BONDED TO RACKING RAIL OR BARE COPPER G.E.C. PER THE MODULE MANUFACTURER'S LISTED INSTRUCTION SHEET.
- 9.) PV MODULE RACKING RAIL SHALL BE BONDED TO BARE COPPER G.E.C. VIA WEEB LUG, ILSCO GBL-4DBT LAY-IN LUG, OR EQUIVALENT LISTED LUG.
- 10.) GROUNDING ELECTRODE CONDUCTOR (G.E.C.) SHALL BE CONTINUOUS AND/OR IRREVERSIBLY SPliced/WELDED.
- 11.) ALL JUNCTION BOXES, COMBINER BOXES, AND DISCONNECTS SHALL BE INSTALLED IN AN ACCESSIBLE LOCATION.
- 12.) WORKING SPACE AROUND ELECTRICAL EQUIPMENT SHALL COMPLY WITH NEC 110.26

VICINITY MAP



REVISIONS

DESCRIPTION	DATE	REV

Designed by:

 contact@vicsonenergy.com

Sheet size: ARCH D 36" x 24"
 Sheet title: COVER
 Sheet number: X.0

NOTE: ALL DIMENSIONS SHOWN ON THE PLANS MUST BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF INSTALLATION.
 CONTRACTOR MUST NOTIFY VICSON ENERGY, IN WRITING, IF ANY CONFLICTS, DISCREPANCIES, OR AMBIGUITIES EXIST PRIOR TO PROCEEDING WITH INSTALLATION.



Contractor: **WILSON GIRGENTI ENGINEERING**
 Wilson & Girgenti Engineering

Project:
MADEIRA BEACH REC CENTER
 300 Municipal Drive,
 Madeira Beach, FL 33708

Engineer:

ARC DESIGN
 Solar Specialists

JAMES A. CLANCY, PE
 409 N. MAIN STREET, ELMER,
 NJ 08318
 ENGINEERS LICENSE #64848

Engineering Approval:

REVISIONS

DESCRIPTION	DATE	REV

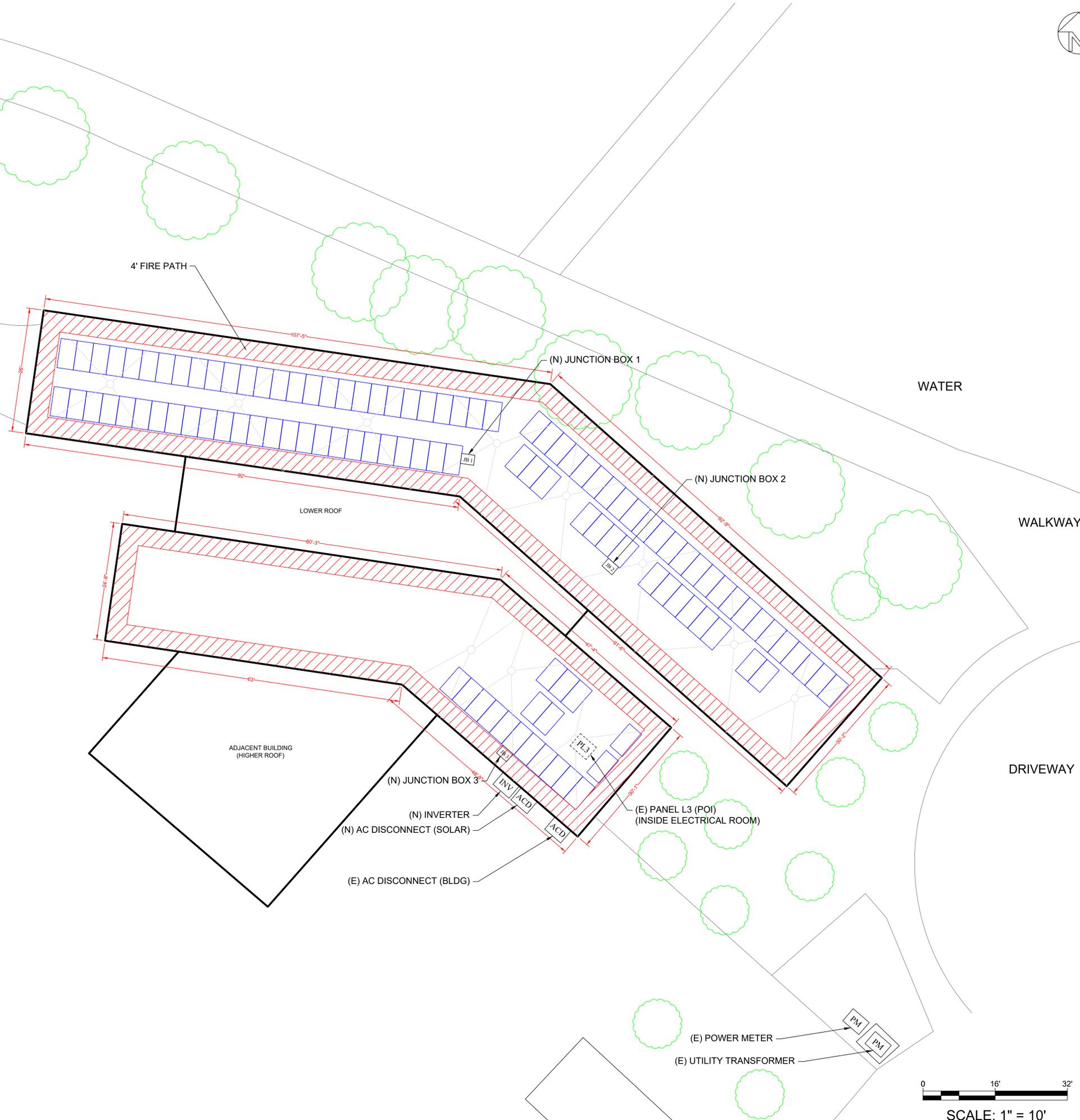
Designed by:

Vicson Energy
 contact@vicsonenergy.com

Sheet size: ARCH D 36" x 24"
 Sheet title: SITE PLAN
 Sheet number: A.0

KEY LEGEND

- INV - INVERTER
- ACD - AC DISCONNECT
- JB - JUNCTION BOX
- ATS - AUTOMATIC TRANSFER SWITCH
- MDP - SWITCHBOARD "MDP"
- PM - POWER METER
- TX - UTILITY TRANSFORMER
- TS - STEP UP TRANSFORMER
- PV MODULE
- ROOF OBSTACLES (OBSTRUCTIONS)
- WIRE RUN
- TREE
- (E) - EXISTING
- (N) - NEW



ROOF AREAS

EXISTING ROOF TYPE: TPO
 MEAN ROOF HEIGHT: 27ft
 ROOF SLOPE: 1°
 AZIMUTH: 188°
 TOTAL MODULES: 52
 MODULE WEIGHT: 48.5 LBS
 MODULE DIMENSIONS: 74" x 41.1" = 21.12 SF
 DEAD LOAD: 2.29 PSF
 TOTAL ROOF AREA: 2589 SQ. FT
 TOTAL PV MODULE AREA: 1098.24 SQ. FT

EXISTING ROOF TYPE: TPO
 MEAN ROOF HEIGHT: 27ft
 ROOF SLOPE: 1°
 AZIMUTH: 221°
 TOTAL MODULES: 40
 MODULE WEIGHT: 48.5 LBS
 MODULE DIMENSIONS: 74" x 41.1" = 21.12 SF
 DEAD LOAD: 2.29 PSF
 TOTAL ROOF AREA: 2780 SQ. FT
 TOTAL PV MODULE AREA: 844.8 SQ. FT

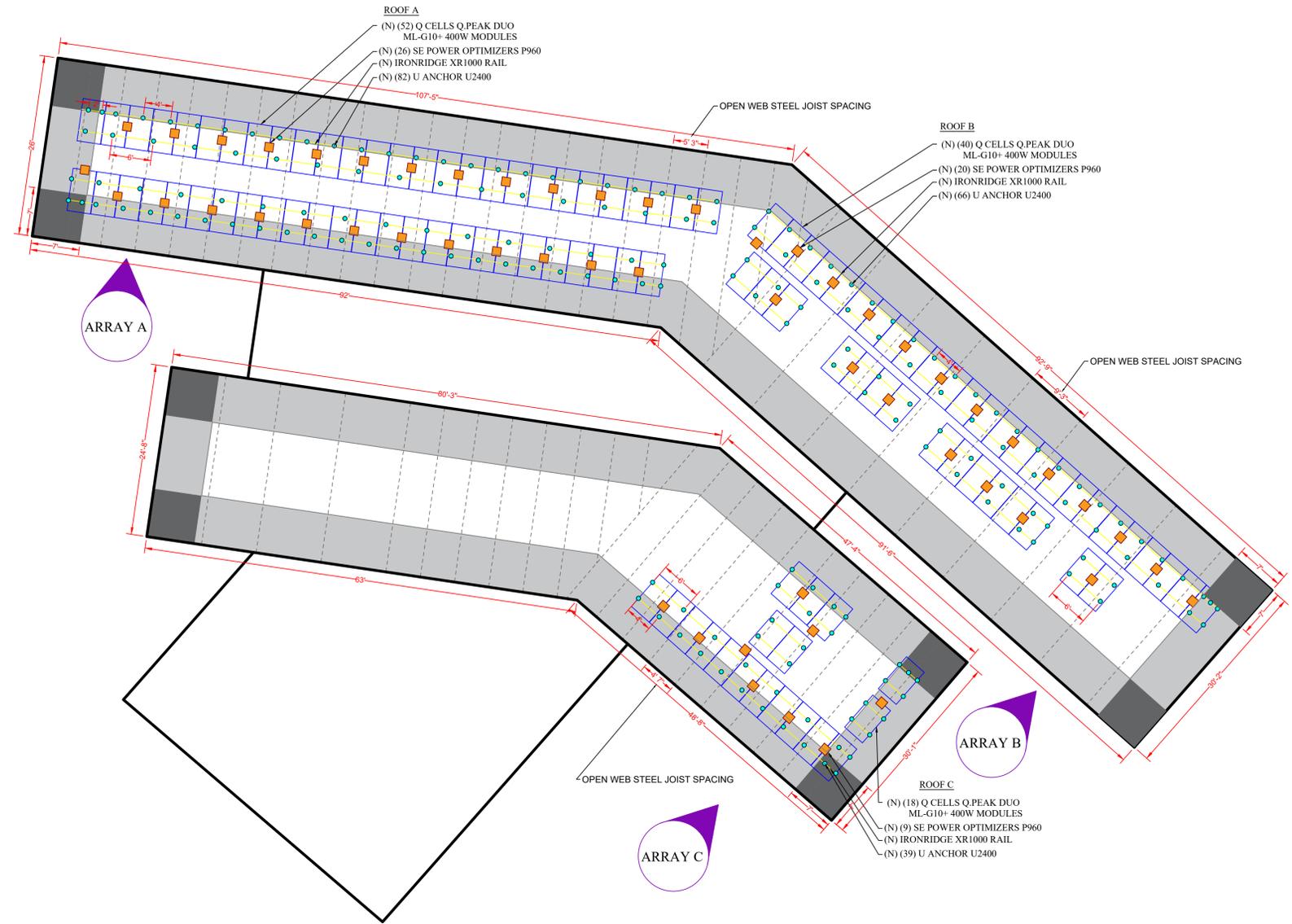
EXISTING ROOF TYPE: TPO
 MEAN ROOF HEIGHT: 27ft
 ROOF SLOPE: 1°
 AZIMUTH: 221°
 TOTAL MODULES: 18
 MODULE WEIGHT: 48.5 LBS
 MODULE DIMENSIONS: 74" x 41.1" = 21.12 SF
 DEAD LOAD: 2.29 PSF
 TOTAL ROOF AREA: 1443 SQ. FT
 TOTAL PV MODULE AREA: 380.16 SQ. FT

INSTALLATION NOTES

GENERAL INSTALLATION PLAN NOTES:
 1) DRAWINGS SHOWN MAY NOT REFLECT FIELD CONDITIONS. CONTRACTOR TO FIELD VERIFY CONDITIONS PRIOR TO INSTALLATION.
 2) CONTRACTOR MAY LOCATE PV MODULES TO DIFFERENT LOCATION THAN SHOWN.
 3) IRONRIDGE XR1000 RAILS SHALL BE INSTALLED AS SHOWN IN SHEET S.1 AND AS FOLLOWS FOR EACH WIND ZONE.
 4) ROOF ATTACHMENT SHALL BE INSTALLED ON STEEL ROOF DECK AS SHOWN IN SHEETS S.1. AND A.1.
 5) EXISTING BUILDING WITH TPO ROOFING SYSTEM WITH RIGID INSULATION BOARD, MECHANICALLY FASTENED TO 20GA STEEL ROOF DECK AS SHOWN IN S.1 AND A.1 SHEETS.
 6) EXISTING BUILDING WITH STEEL ROOF DECK ATTACHED TO THE OPEN WEB STEEL JOISTS SPACED MAX @ 9' 3" O.C. MEAN ROOF HEIGHT LESS THAN 30 FT. CONTRACTOR TO FIELD VERIFY AND SHALL REPORT TO THE ENGINEER IF ANY DISCREPANCIES EXIST BETWEEN PLANS AND IN FIELD CONDITIONS.

KEY LEGEND

- INV - INVERTER
- ACD - AC DISCONNECT
- JB - JUNCTION BOX
- ATS - AUTOMATIC TRANSFER SWITCH
- MDP - SWITCHBOARD "MDP"
- PM - POWER METER
- T - UTILITY TRANSFORMER
- PV MODULE
- POWER OPTIMIZER
- ROOF OBSTACLES (OBSTRUCTIONS)
- ROOF ATTACHMENT
- RAIL
- WIRE RUN
- (E) - EXISTING
- (N) - NEW



ROOF ZONE 1	
ROOF ZONE 2	
ROOF ZONE 3	

Contractor: Item 4C.

Wilson & Gergenti Engineering

Project:
MADEIRA BEACH REC CENTER
 300 Municipal Drive,
 Madeira Beach, FL 33708

Engineer:

JAMES A. CLANCY, PE
 409 N. MAIN STREET, ELMER,
 NJ 08318
 ENGINEERS LICENSE #64848

Engineering Approval:

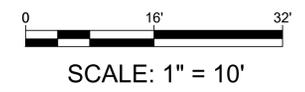
REVISIONS

DESCRIPTION	DATE	REV

Designed by:

contact@vicsonenergy.com

Sheet size: ARCH D 36" x 24"
 Sheet title: ROOF PLAN & PV LAYOUT
 Sheet number: A.1

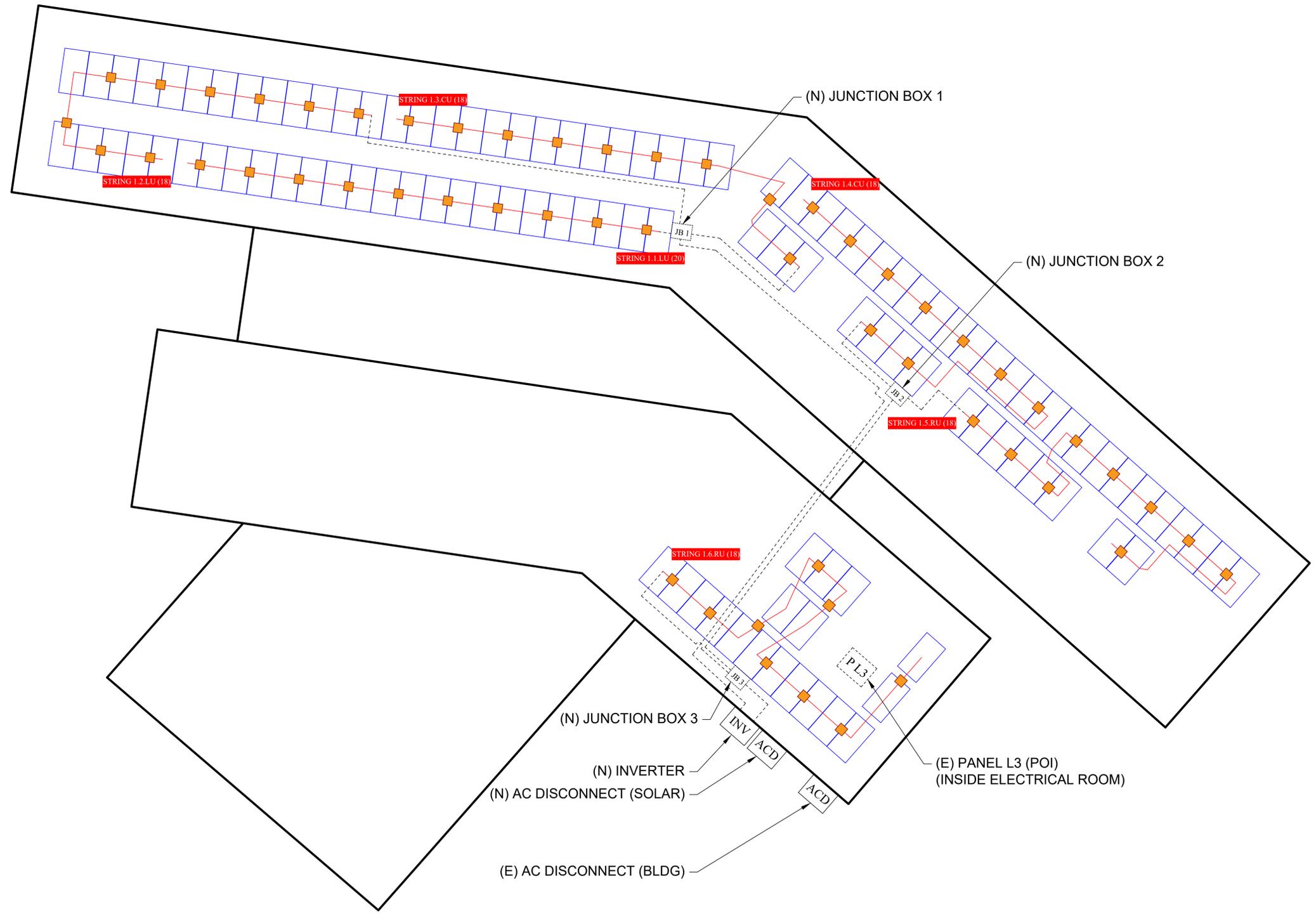
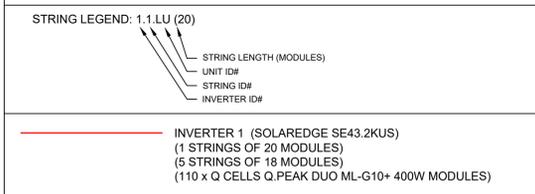


KEY LEGEND

- INV - INVERTER
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- ATS - AUTOMATIC TRANSFER SWITCH
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- PM - POWER METER
- T - UTILITY TRANSFORMER
-  - PV MODULE
-  - POWER OPTIMIZER
-  - ROOF OBSTACLES (OBSTRUCTIONS)
-  - WIRE RUN



STRING LEGEND



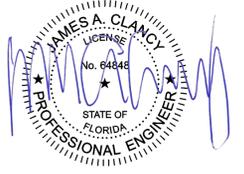
Contractor:  Item 4C.
 Wilson & Gergenti Engineering

Project:
MADEIRA BEACH REC CENTER
 300 Municipal Drive,
 Madeira Beach, FL 33708

Engineer:

 JAMES A. CLANCY, PE
 409 N. MAIN STREET, ELMER,
 NJ 08318
 ENGINEERS LICENSE #64848

Engineering Approval:



REVISIONS

DESCRIPTION	DATE	REV

Designed by:


Sheet size: ARCH D 36" x 24"

Sheet title: PV MODULE LAYOUT & STRING SCHEDULE

Sheet number: A.2

SCALE: NTS

U-ANCHOR INSTALLATION

U2400-PVC, TPO, KEE, TPA Roof Membranes

The following instructions are meant to be utilized by an experienced and professional roofing contractor using the proper equipment, techniques, and safety protocols - not just the average handyman. Each installation should always follow the specified roofing manufacturer's written specification.



STEP 1
Align the U-Anchor plate according to the engineered design. Most designs are transferred to the roof surface with chalk lines.
**Avoid using Permanent chalk - such as red chalk.*



STEP 2
Install the U-Anchor Plate using the correct type and quantity of fasteners specified by your design professional.



STEP 3
Clean the roof surface with the manufacturer's recommended cleaner.

Using the manufacturer's written specifications, hot air weld the perimeter edge of the cover membrane using a 2-inch roller to achieve a minimum 2-inch weld around the perimeter.

Probe the seam to make sure the membrane is welded properly. If required, apply seam sealant in accordance with the roofing manufacturer's specifications.



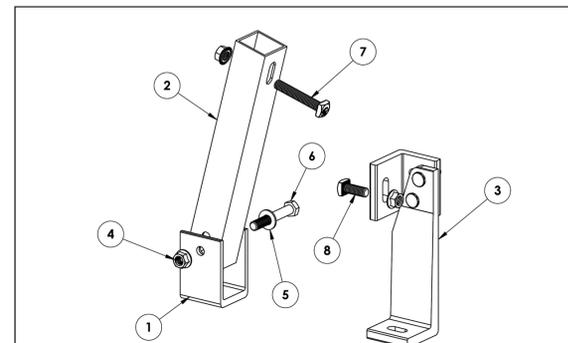
www.anchorcorp.com ANCHOR PRODUCTS 888-575-2131

1 U-ANCHOR 2400 INSTALLATION INSTRUCTIONS



Cut Sheet

Tilt Leg



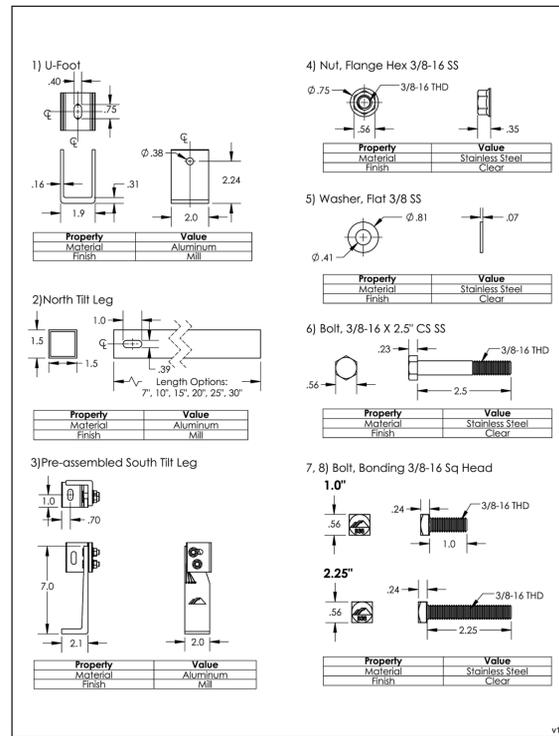
ITEM NO.	DESCRIPTION	QTY.
1	U-FOOT	1
2	NORTH TILT LEG, 1.5" SQ. LENGTH VARIES	1
3	PRE-ASSEMBLED SOUTH TILT LEG	1
4	NUT, FLANGE HEX 3/8-16 SS	3
5	WASHER, FLAT 3/8 SS	1
6	BOLT, 3/8-16 X 2.5" CS SST	1
7	BOLT, BONDING 3/8-16 SQ HEAD, 2.25"	1
8	BOLT, BONDING 3/8-16 SQ HEAD, 1.0"	1

Part Number	Description	North Tilt Leg Length
TM-FTL-007	Kit, Fixed Tilt Leg, 7", Mill	7"
TM-FTL-010	Kit, Fixed Tilt Leg, 10", Mill	10"
TM-FTL-015	Kit, Fixed Tilt Leg, 15", Mill	15"
TM-FTL-020	Kit, Fixed Tilt Leg, 20", Mill	20"
TM-FTL-025	Kit, Fixed Tilt Leg, 25", Mill	25"
TM-FTL-030	Kit, Fixed Tilt Leg, 30", Mill	30"

v1.0

2 IRONRIDGE TILTED LEGS ASSEMBLE

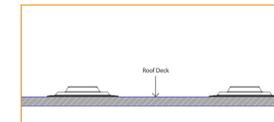
Cut Sheet



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1. ATTACH BASES

Mark locations for Flat Roof Attachment. Type, size, and quantity of roof screws to be specified by Structural Engineer. Fastener size not to exceed #15. Screws should be installed symmetrically to each other. If using a membrane flashing, remove the silicone washer's protective liner prior to attaching the membrane. Ensure membrane flashing is compatible with existing roofing material.



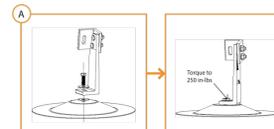
Additional tested or evaluated third-party roof attachments:

- Anchor Products - U-Anchor
- S-5 Standing Seam Metal Roof Clamps - Certification of metal roof clamps includes bonding to both painted and galvalume metal roofs. Tighten S-5 and S-5I Mini set screws to 130-150 in-lbs (x 24 gauge) or 160-180 in-lbs (22 gauge) roofs. Tighten S-5I M10 bolt to 240 in-lbs or S-5I Mini M8 bolt to 160 in-lbs. Use the following fastening guidelines for other S-5I roof clamps: Protealbracket™ - firmly seat roof screws and tighten hinge bolt to 225 in-lbs. SolarFoot™ - firmly seat roof screws and tighten MB bolt (MB-1.25 x 22mm sold separately) to 160 in-lbs, and SolarFoot™ - firmly seat roof screws and tighten MB flange nut to 160 in-lbs.
- QuickMount PV Tilt Standoffs - Qbase Mount, formerly referenced as QMLSH, and QMNC; Tighten S/16" bolt on top of standoff to a minimum of 174 in-lbs.

2. ADD TILT LEGS

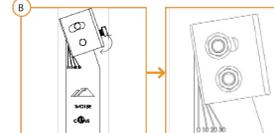
A. ASSEMBLE SOUTH LEGS

Mount South Tilt Leg Assembly to southern row of roof attachments. The IronRidge logo should face east to ensure proper South Leg orientation. Tighten Flat Roof Attachment hardware to 250 in-lbs. If using a third-party roof attachment refer to manufacturer's instructions for proper tightening torque.



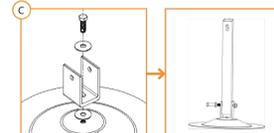
B. SET ANGLE

Set top pivot bracket of South Tilt Leg to the desired angle using the angle indicator on the face of the leg. Finger tighten bolts to allow for adjustment if necessary.



C. ASSEMBLE NORTH LEGS

Mount U-foot to northern row of roof attachments. Tighten Flat Roof Attachment hardware to 250 in-lbs. If using a third-party roof attachment refer to manufacturer's instructions for proper tightening torque. Mount North Tilt Leg to northern row of U-feet and loosely secure hardware.



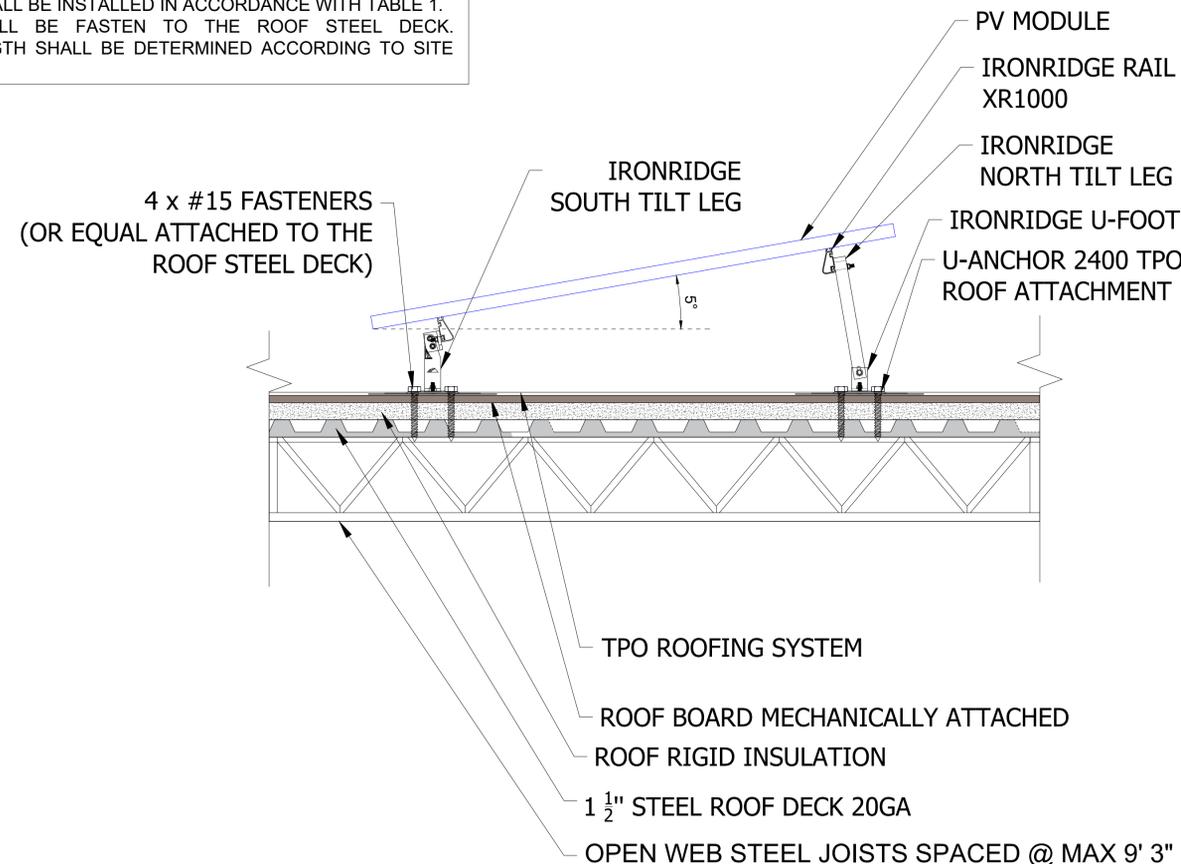
© 2020 IRONRIDGE, INC. VERSION 2.6

TILT MOUNT INSTALLATION MANUAL - 4

DESIGN WIND PRESSURE CALCULATIONS FOR SOLAR MODULES INSTALLED ON ROOF		Calculations are based on the C&C wind Loads for Enclosed buildings. Design wind pressures are calculated using ASCE 7-16. Mean roof height must be less than 60 feet.	
SITE INFORMATION			
ULTIMATE WIND SPEED	150	ROOF SLOPE(degrees)	1
NOMINAL WIND SPEED	116.2	ROOF TYPE	FLAT
RISK CATEGORY	III	Kd	0.85
EXPOSURE CATEGORY	C	Kzt	1
MEAN ROOF HEIGHT (ft)	27	Kz	0.85
MODULE AREA (Sq Ft)	21.2	GROUND SNOW LOAD	0
DESIGN CALCULATIONS			
VELOCITY PRESSURE (q) = 00256*Kz*Kzt*Kd*V ²			
VELOCITY PRESSURE (ASD) 33.9			
WIDTH OF PRESSURE COEFFICIENT	WIDTH	7'	
EXTERNAL PRESSURE COEFFICIENT	ZONE 1	0.5	-0.9
	ZONE 2	0.5	-1.7
	ZONE 3	0.5	-1.7
INTERNAL PRESSURE COEFFICIENT (+/-)	0.18		
DESIGN PRESSURES			
ROOF ZONE	UP (psf)		
1	-32		
2	-52		
3	-81		
SOLAR ARRAY WIND LOAD CALCULATIONS (PER ROOF ZONES)			
Allowable Pull out Strength per U-ANCHOR (4) X #15 FASTENERS attached to the steel roof deck (lbs)			1356
* ANCHOR PRODUCTS - SHEAR AND TENSION TESTING			
ZONE 1	MAXIMUM UPLIFT FORCE PER U-ANCHOR (PSF)		1185
	ROOF ATTACHMENT SPACING (FT)		6
ZONE 2	MAXIMUM UPLIFT FORCE PER U-ANCHOR (PSF)		1283
	ROOF ATTACHMENT SPACING (FT)		4
ZONE 3	MAXIMUM UPLIFT FORCE PER U-ANCHOR (PSF)		1000
	ROOF ATTACHMENT SPACING (FT)		2
SAFETY FACTOR			2

3 TABLE 1

NOTE: U-ANCHOR ROOF ATTACHMENTS WITH SPECIFIED FASTENERS SHALL BE INSTALLED IN ACCORDANCE WITH RACKING LAYOUT SHOWN ON SHEET A.1. NUMBER OF FASTENERS PER ATTACHMENT SHALL BE INSTALLED IN ACCORDANCE WITH TABLE 1. FASTENERS SHALL BE FASTEN TO THE ROOF STEEL DECK. FASTENERS LENGTH SHALL BE DETERMINED ACCORDING TO SITE CONDITIONS.



4 FLAT ROOF DETAIL (SIDE VIEW)

SCALE: NTS

Contractor: Item 4C



Wilson & Gergenti Engineering

Project:

MADEIRA BEACH REC CENTER

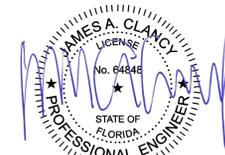
300 Municipal Drive,
Madeira Beach, FL 33708

Engineer:



JAMES A. CLANCY, PE
409 N. MAIN STREET, ELMER,
NJ 08318
ENGINEERS LICENSE #64848

Engineering Approval:



REVISIONS

DESCRIPTION	DATE	REV

Designed by:



Sheet size: ARCH D 36" x 24"

Sheet title: MOUNTING & RACKING METHOD

Sheet number: S.1

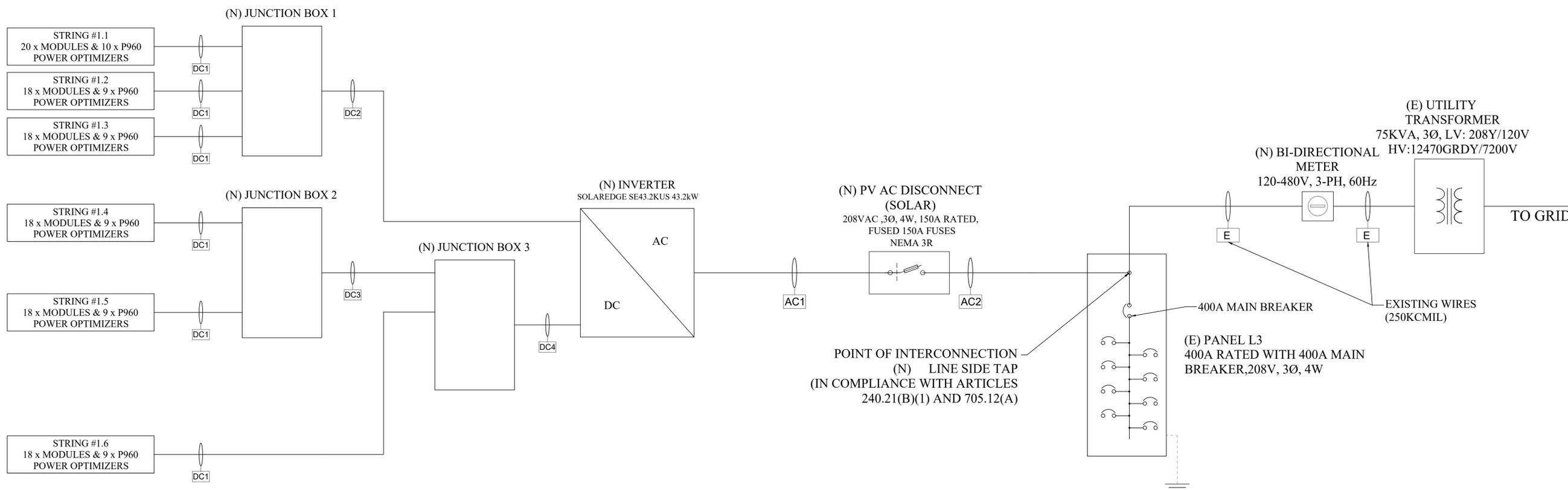
(E) - EXISTING
(N) - NEW

INSTALLATION NOTES:

1. Electrical contractor to verify interconnection requirements with Electrical Utility for connection location and standards.
2. Electrical Contractor to provide expansion joints and anchoring of all conduit runs as per NEC requirements.
3. Provide label/placard at existing utility connection with "WARNING - CUSTOMER OWNED ELECTRICAL GENERATION EQUIPMENT CONNECTED" with appropriate hazard and output ratings of PV System.
4. All exterior mounted combiners, junction boxes, troughs, disconnects, etc. shall be minimum NEMA 3R Rated.
5. Interconnection to Utility and System Grounding per NEC-2017 Article 690.
6. Provide signage as required by NEC-2017 Article 690.
7. All outdoor equipment shall be a minimum of NEMA-3R Rated.
8. All DC conductors within the Building Envelope must be in metallic conduit.
9. All DC conductors shall be copper, rated for 1000V and 90° wet environment, unless otherwise noted.
10. All AC conductors shall be copper, rated for 600V and 75° unless otherwise noted.
11. Confirm line side voltage at electric utility service entrance BEFORE connecting inverter and ensure proper operational range required by system inverter.

PV ELECTRICAL DATA			
PV SYSTEM SIZE (DC)		44,000 W	
NUMBER OF ARRAYS		3	
PV SOURCE CIRCUIT (STRINGS)		6	
PV MODULE POWER (DC)		400 W	
INVERTER	STRING #1.1-LU	P960 PO (2:1 IN PARALLEL) & Mod.	20
	STRING #1.2-LU	P960 PO (2:1 IN PARALLEL) & Mod.	18
	STRING #1.3-CU	P960 PO (2:1 IN PARALLEL) & Mod.	18
	STRING #1.4-CU	P960 PO (2:1 IN PARALLEL) & Mod.	18
	STRING #1.5-RU	P960 PO (2:1 IN PARALLEL) & Mod.	18
	STRING #1.6-RU	P960 PO (2:1 IN PARALLEL) & Mod.	18
TOTAL MODULES:			110

* SOLAREEDGE P960 POWER OPTIMIZERS (2 MODULES PER POWER OPTIMIZER)



SOLAREEDGE PV SYSTEM MONITORING provided via WIRE ETHERNET (LAN) CONNECTION. EACH INVERTER TO BE CONNECTED TO ETHERNET ROUTER VIA CAT5 OR CAT6 CABLE WITH RJ45 CONNECTORS. MAX DISTANCE 300ft (per device connection). ETHERNET CABLES ARE USED TO CONNECT DEVICES TO THE SOLAREEDGE MONITORING SERVER THROUGH AN ETHERNET ROUTER.

IF SOLAREEDGE GATEWAY OR WIRELESS INVERTER COMMUNICATION IS USED, COORDINATE PLACE AND LOCATION WITH THE INSTALLER.

WIRE AND CONDUIT SCHEDULE													
TAG	CIRCUIT	CONDUIT TYPE (SIZE)		Number of parallel sets	PHASE CONDUCTOR QTY, SIZE AND TYPE PER CONDUIT			NEUTRAL CONDUCTOR QTY, SIZE AND TYPE PER CONDUIT			GROUND CONDUCTOR QTY, SIZE AND TYPE PER CONDUIT		
		EMT	PVC										
DC1	PV STRING TO JUNCTION BOX #1, #2, #3	N/A	N/A	(1)	2	AWG #10	PV-WIRE	N/A	N/A	N/A	1	AWG #6	BARE COPPER
DC2	JBOX #1 TO INVERTER(per string)	1"	1-1/4"	(1)	6	AWG #8	PV-WIRE/XHHW-2	N/A	N/A	N/A	1	AWG #10	PV-WIRE/XHHW-2
DC3	JBOX #2 TO JBOX #3(per string)	3/4"	3/4"	(1)	4	AWG #10	PV-WIRE/XHHW-2	N/A	N/A	N/A	1	AWG #10	PV-WIRE/XHHW-2
DC4	JBOX #3 TO INVERTER(per string)	3/4"	3/4"	(1)	6	AWG #10	PV-WIRE/XHHW-2	N/A	N/A	N/A	1	AWG #10	PV-WIRE/XHHW-2
AC1	INVERTER to AC DISCONNECT(SOLAR)	2"	2"	(1)	3	AWG #3/0	XHHW-2	1	AWG #4	XHHW-2	1	AWG #4	XHHW-2
AC2	AC DISCONNECT(SOLAR) TO PANEL L3 (POI)	2"	2"	(1)	3	AWG #3/0	XHHW-2	1	AWG #4	XHHW-2	1	AWG #4	XHHW-2

Contractor: Item #C.

Wilson & Gergenti Engineering

Project:
MADEIRA BEACH REC CENTER
300 Municipal Drive,
Madeira Beach, FL 33708

Engineer:

ARC DESIGN
Solar Specialists

JAMES A. CLANCY, PE
409 N. MAIN STREET, ELMER,
NJ 08318
ENGINEERS LICENSE #64848

Engineering Approval:

REVISIONS		
DESCRIPTION	DATE	REV

Designed by:

Vicson Energy
contact@vicsonenergy.com

Sheet size: ARCH D 36" x 24"
Sheet title: SINGLE LINE DIAGRAM
Sheet number: E.1

(E) - EXISTING
(N) - NEW

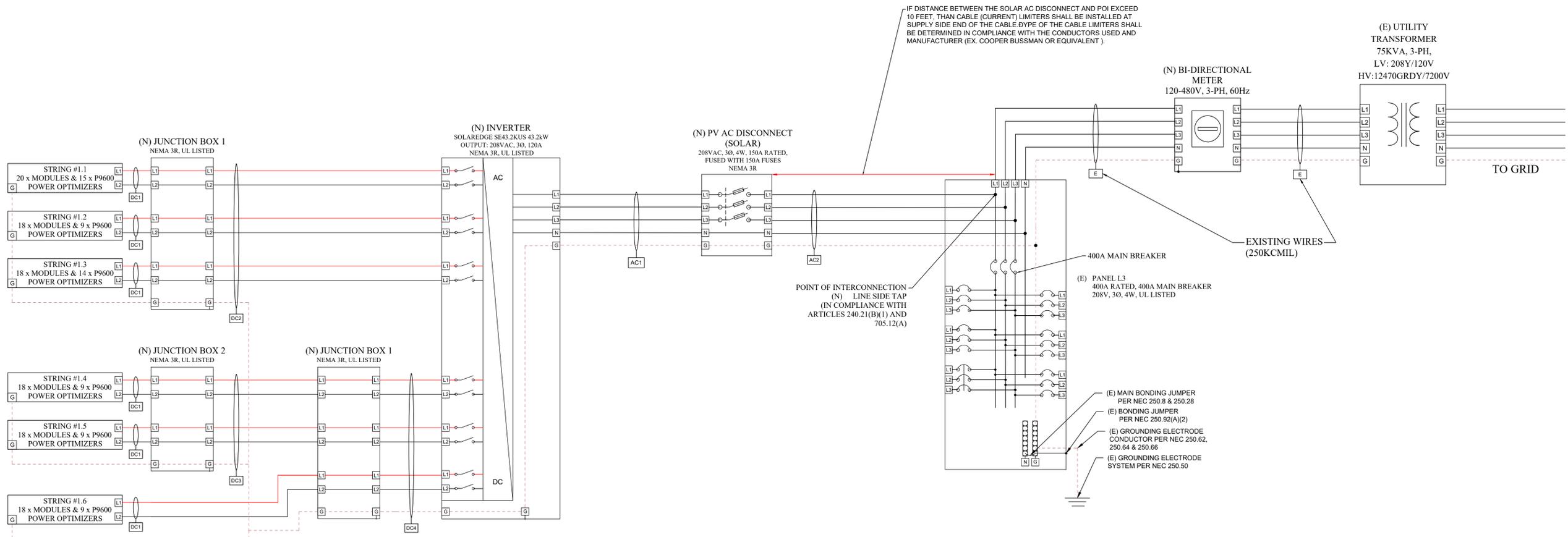
INSTALLATION NOTES:

1. Electrical contractor to verify interconnection requirements with Electrical Utility for connection location and standards.
2. Electrical Contractor to provide expansion joints and anchoring of all conduit runs as per NEC requirements.
3. Provide label/placard at existing utility connection with "WARNING - CUSTOMER OWNED ELECTRICAL GENERATION EQUIPMENT CONNECTED" with appropriate hazard and output ratings of PV System.
4. All exterior mounted combiners, junction boxes, troughs, disconnects, etc. shall be minimum NEMA 3R Rated.
5. Interconnection to Utility and System Grounding per NEC-2017 Article 690.
6. Provide signage as required by NEC-2017 Article 690.
7. All outdoor equipment shall be a minimum of NEMA-3R Rated.
8. All DC conductors within the Building Envelope must be in metallic conduit.
9. All DC conductors shall be copper, rated for 1000V and 90° wet environment, unless otherwise noted.
10. All AC conductors shall be copper, rated for 600V and 75° unless otherwise noted.
11. Confirm line side voltage at electric utility service entrance BEFORE connecting inverter and ensure proper operational range required by system inverter.

ALL DC CONNECTORS TO MODULES OR INVERTERS MUST BE OF MATCHING MANUFACTURE BRAND AND STYLE. DO NOT USE 'COMPATIBLE' CONNECTORS WHICH HAVE NOT BEEN UL TESTED FOR COMPATIBILITY. PERFORMANCE AND FIRE DAMAGE MAY RESULT FROM MIS-MATCHED CONNECTOR USAGE.

PV ELECTRICAL DATA			
PV SYSTEM SIZE (DC)		44,000 W	
NUMBER OF ARRAYS		3	
PV SOURCE CIRCUIT (STRINGS)		6	
PV MODULE POWER (DC)		400 W	
INVERTER	STRING #1.1-LU	P960 PO (2:1 IN PARALLEL) & Mod.	20
	STRING #1.2-LU	P960 PO (2:1 IN PARALLEL) & Mod.	18
	STRING #1.3-CU	P960 PO (2:1 IN PARALLEL) & Mod.	18
	STRING #1.4-CU	P960 PO (2:1 IN PARALLEL) & Mod.	18
	STRING #1.5-RU	P960 PO (2:1 IN PARALLEL) & Mod.	18
	STRING #1.6-RU	P960 PO (2:1 IN PARALLEL) & Mod.	18
TOTAL MODULES:			110

* SOLAREEDGE P960 POWER OPTIMIZERS (2 MODULES PER POWER OPTIMIZER)



SOLAREEDGE PV SYSTEM MONITORING provided via WIRE ETHERNET (LAN) CONNECTION. EACH INVERTER TO BE CONNECTED TO ETHERNET ROUTER VIA CAT5 OR CAT6 CABLE WITH RJ45 CONNECTORS. MAX DISTANCE 300ft (per device connection). ETHERNET CABLES ARE USED TO CONNECT DEVICES TO THE SOLAREEDGE MONITORING SERVER THROUGH AN ETHERNET ROUTER.

IF SOLAREEDGE GATEWAY OR WIRELESS INVERTER COMMUNICATION IS USED, COORDINATE PLACE AND LOCATION WITH THE INSTALLER.

WIRE AND CONDUIT SCHEDULE													
TAG	CIRCUIT	CONDUIT TYPE (SIZE)		Number of parallel sets	PHASE CONDUCTOR QTY, SIZE AND TYPE PER CONDUIT			NEUTRAL CONDUCTOR QTY, SIZE AND TYPE PER CONDUIT			GROUND CONDUCTOR QTY, SIZE AND TYPE PER CONDUIT		
		EMT	PVC										
DC1	PV STRING TO JUNCTION BOX #1, #2, #3	N/A	N/A	(1)	2	AWG #10	PV-WIRE	N/A	N/A	N/A	1	AWG #6	BARE COPPER
DC2	JBOX #1 TO INVERTER(per string)	1"	1-1/4"	(1)	6	AWG #8	PV-WIRE/XHHW-2	N/A	N/A	N/A	1	AWG #10	PV-WIRE/XHHW-2
DC3	JBOX #2 TO JBOX #3(per string)	3/4"	3/4"	(1)	4	AWG #10	PV-WIRE/XHHW-2	N/A	N/A	N/A	1	AWG #10	PV-WIRE/XHHW-2
DC4	JBOX #3 TO INVERTER(per string)	3/4"	3/4"	(1)	6	AWG #10	PV-WIRE/XHHW-2	N/A	N/A	N/A	1	AWG #10	PV-WIRE/XHHW-2
AC1	INVERTER to AC DISCONNECT(SOLAR)	2"	2"	(1)	3	AWG #3/0	XHHW-2	1	AWG #4	XHHW-2	1	AWG #4	XHHW-2
AC2	AC DISCONNECT(SOLAR) TO PANEL L3 (POI)	2"	2"	(1)	3	AWG #3/0	XHHW-2	1	AWG #4	XHHW-2	1	AWG #4	XHHW-2

Contractor: Item #C.

Wilson & Girgenti Engineering

Project:
MADEIRA BEACH REC CENTER
300 Municipal Drive,
Madeira Beach, FL 33708

Engineer:

JAMES A. CLANCY, PE
409 N. MAIN STREET, ELMER,
NJ 08318
ENGINEERS LICENSE #64848

Engineering Approval:

REVISIONS		
DESCRIPTION	DATE	REV

Designed by:

contact@vicsonenergy.com

Sheet size: ARCH D 36" x 24"
Sheet title: THREE LINE DIAGRAM
Sheet number: E.2

SOLAR MODULES SPECIFICATIONS	
MANUFACTURER	QCELLS
MODEL	Q.PEAK DUO ML-G10+
SPECIFICATIONS AT STC	400 W
MAXIMUM POWER VOLTAGE (Vmp)	37.59 V
MAXIMUM POWER CURRENT (Imp)	10.64 A
OPEN CIRCUIT VOLTAGE (Voc)	45.06 V
SHORT CIRCUIT CURRENT (Isc)	11.16 A
MAXIMUM SERIES FUSE RATING (A)	20 A
MAX. PERMISSIBLE SYSTEM VOLTAGE (Vmax)	1000 VDC
Voc TEMPERATURE COEFFICIENT(%/°C)	-0.27
MODULE DIMMENSION (60 cells)	74" x 41.1" x 1.26"

INVERTER SPECIFICATION	
MANUFACTURER	SOLAREEDGE
MODEL	SE43.2KUS
MAX PV POWER(DC):	58200 W
RATED AC POWER OUTPUT (AC)	43200 W
NOMINAL INPUT VOLTAGE (DC+ to DC-)	400 V
MAX INPUT VOLTAGE (DC+ to DC-)	600 V
MAX OPERATING INPUT CURRENT (DC)	114 A
MAX OUTPUT CURRENT(AC) (PER PHASE)	120 A
NOMINAL VOLTAGE (AC)	208 V
THREE PHASE INVERTER	YES
NUMBER OF STRINGS	9

POWER OPTIMIZER DATA	
SOLAREEDGE P960	
RATED INPUT DC POWER	960 W
MINIMUM INPUT VOLTAGE	12.5 V DC
ABSOLUTE MAXIMUM INPUT VOLTAGE (Voc)	60 V DC
MAXIMUM SHORT CIRCUIT CURRENT (Isc)	23 A DC
MAXIMUM OUTPUT CURRENT	18 A DC
MAXIMUM OUTPUT VOLTAGE	80 V DC
MAXIMUM POWER PER STRING (for 208V Grid)	7700 W
MINIMUM STRING LENGTH (PO) (for 208V Grid)	10
MAXIMUM STRING LENGTH (PO) (for 208V Grid)	20

AMBIENT TEMPERATURE DATA	
ASHRAE WEATHER DATA	
RECORD LOW TEMPERATURE	1 °C
AMBIENT TEMPERATURE (HIGH TEMPERATURE 2% AVERAGE)	34 °C
CONDUIT HEIGHT	0.5 in
ROOF TOP TEMPERATURE	56 °C
AMBIENT TEMPERATURE ADJUSTMENT FOR EXPOSED CONDUIT	22 °C
DC CONDUCTORS TEMPERATURE RATE	90 °C
AC CONDUCTORS TEMPERATURE RATE	75 °C
MODULE TEMPERATURE COEFFICIENT	-0.27 %/°C

PV ELECTRICAL DATA			
PV SYSTEM SIZE (DC)		44,000 W	
NUMBER OF ARRAYS		3	
PV SOURCE CIRCUIT (STRINGS)		6	
PV MODULE POWER (DC)		400 W	
INVERTER	STRING #1.1-LU	P960 PO (2:1 IN PARALLEL) & Mod.	20
	STRING #1.2-LU	P960 PO (2:1 IN PARALLEL) & Mod.	18
	STRING #1.3-CU	P960 PO (2:1 IN PARALLEL) & Mod.	18
	STRING #1.4-CU	P960 PO (2:1 IN PARALLEL) & Mod.	18
	STRING #1.5-RU	P960 PO (2:1 IN PARALLEL) & Mod.	18
	STRING #1.6-RU	P960 PO (2:1 IN PARALLEL) & Mod.	18
		TOTAL MODULES: 110	

VOLTAGE DROP (DC)										
Inverter	Wire run		Estimated one way distance (ft)	Modules	Operating Voltage (V)	Operating Current (Imp)	Resistance (ohm/Kft)	AWG	Voltage Drop (%)	
	ORIGIN	DESTINATION								
INVERTER	STRING #	1.1	JBOX 1	40	20	400	18	1.2	10	0.43
	STRING #	1.2		70	18	400	18	1.2	10	0.76
	STRING #	1.3		35	18	400	18	1.2	10	0.38
	STRING #	1.4	JBOX 2	25	18	400	18	1.2	10	0.27
	STRING #	1.5		25	18	400	18	1.2	10	0.27
	STRING #	1.6	JBOX 3	30	18	400	18	1.2	10	0.32
		JBOX2	JBOX3	40	36	400	18	1.2	10	0.43
	JBOX 1 (per string)	INVERTER		125	56	400	18	0.78	8	0.88
	JBOX 3 (per string)			25	54	400	18	1.2	10	0.27

VOLTAGE DROP (AC)									
WIRE RUN		Length (ft)	Operating Voltage (V)	MAX Operating Current (A)	Resistance (ohm/Kft)	AWG/ kcmil	Voltage Drop (V)	Voltage Drop (%)	
ORIGIN	DESTINATION								
INVERTER	AC DISCONNECT(SOLAR)	10	208	120	0.082	3/0	0.47	0.09	
AC DISCONNECT(SOLAR)	PANEL L3 (POI)	25	208	120	0.082	3/0	1.18	0.24	

TAG	CIRCUIT	CONDUCTOR SPECIFICATIONS				REQUIRED CIRCUIT CONDUCTOR AMPACITY										AMPACITY CHECK 1			
		MATERIAL	TEMP. RATING	SIZE	AMPACITY (per 310.15(B)(16) & 310.15(B)(17))	OPTIMIZER OUTPUT CURRENT (A)	x	# OF PARALLEL STRINGS	=	MAX CURRENT per 690.8(A)(1)	x	MAX CURRENT (125%) per 690.8(A)(1)	x	(125%) per 690.8(B)(1)	=	MAX CURRENT per 690.8(B)(1)	<	CONDUCTOR AMPACITY	OK
DC1	PV STRING TO JUNCTION BOX #1, #2, #3	COPPER	90°C	AWG # 10	40 A	18	x	1	=	18 A	x	1.25	x	1.25	=	28.13 A	<	40 A	OK
DC2	JBOX #1 TO INVERTER(per string)	COPPER	90°C	AWG # 8	55 A	18	x	1	=	18 A	x	1.25	x	1.25	=	28.13 A	<	55 A	OK
DC3	JBOX #2 TO JBOX #3(per string)	COPPER	90°C	AWG # 10	40 A	18	x	1	=	18 A	x	1.25	x	1.25	=	28.13 A	<	40 A	OK
DC4	JBOX #3 TO INVERTER(per string)	COPPER	90°C	AWG # 10	40 A	18	x	1	=	18 A	x	1.25	x	1.25	=	28.13 A	<	40 A	OK

CONDUCTOR TEMPERATURE DERATING				CONDUIT FILL DERATING			CORRECTED AMPACITY CALCULATION					AMPACITY CHECK 2					
CIRCUIT ENVIRONMENT	LOCAL 2% HIGH TEMP.AVG.	Temp. adder per 310.15(B)(3)(C)	Operating temp. (°C)	AMPACITY CORRECTION 310.15(B)(2)(A)	# OF CURRENT CARRING CONDUCTORS	AMPACITY CORRECTION 310.15(B)(3)(A)	TAG	CONDUCTOR AMPACITY	x	TEMP. DERATE	x	CONDUIT FILL DERATE	=	DERATED CONDUCTOR AMPACITY	REQUIRED AMPACITY 690.8(B)(2)	OK	
OUTSIDE (ROOF)	34	22	56	0.71	2	1.00	DC1	40	x	0.71	x	1.00	=	28.4 A	>	18 A	OK
OUTSIDE (ROOF)	34	22	56	0.71	6	0.80	DC2	55	x	0.71	x	0.80	=	31.24 A	>	18 A	OK
OUTSIDE (ROOF)	34	22	56	0.71	6	0.80	DC3	40	x	0.71	x	0.80	=	22.72 A	>	18 A	OK
OUTSIDE (ROOF)	34	22	56	0.71	6	0.80	DC4	40	x	0.71	x	0.80	=	22.72 A	>	18 A	OK

TAG	CIRCUIT	CONDUCTOR SPECIFICATIONS				REQUIRED CIRCUIT CONDUCTOR AMPACITY						AMPACITY CHECK 1					
		MATERIAL	TEMP. RATING	SIZE	AMPACITY (per 310.15(B)(16) & 310.15(B)(17))	Inverter output current (A)	x	# inverters (parallel)	=	MAX CURRENT per 690.8(A)(1)	x	125% per 690.8(B)(1)	=	MAX CURRENT per 690.8(B)(1)	<	CONDUCTOR AMPACITY	OK
AC1	INVERTER to AC DISCONNECT(SOLAR)	ALUMINUM	90°C	AWG # 3/0	175 A	120	x	1	=	120 A	x	1.25	=	150 A	<	175 A	OK
AC2	AC DISCONNECT(SOLAR) TO PANEL L3 (POI)	ALUMINUM	90°C	AWG # 3/0	175 A	120	x	1	=	120 A	x	1.25	=	150 A	<	175 A	OK

CONDUCTOR TEMPERATURE DERATING				CONDUIT FILL DERATING			CORRECTED AMPACITY CALCULATION					AMPACITY CHECK 2		OVERCURRENT PROTECTION DEVICE (OCPD)				
CIRCUIT ENVIRONMENT	LOCAL 2% HIGH TEMP.AVG.	Temp. adder per 310.15(B)(3)(C)	Operating temp. (°C)	AMPACITY CORRECTION 310.15(B)(2)(A)	# OF CURRENT CARRING CONDUCTORS	AMPACITY CORRECTION 310.15(B)(3)(A)	TAG	CONDUCTOR AMPACITY	x	TEMP. DERATE	x	CONDUIT FILL DERATE	=		DERATED CONDUCTOR AMPACITY	REQUIRED AMPACITY 690.8(B)(2)	OK	
OUTSIDE WALL	34	0	34	0.96	3	1.0	AC1	175	x	0.96	x	1.00	=	168 A	>	120 A	OK	N A
OUTSIDE WALL	34	0	34	0.96	3	1.0	AC2	175	x	0.96	x	1.00	=	168 A	>	120 A	OK	150 A



Contractor: Item #C.

Project:
MADEIRA BEACH REC CENTER
 300 Municipal Drive,
 Madeira Beach, FL 33708



Engineer:
 JAMES A. CLANCY, PE
 409 N. MAIN STREET, ELMER,
 NJ 08318
 ENGINEERS LICENSE #64848

Engineering Approval:



REVISIONS

DESCRIPTION	DATE	REV



Designed by:

Sheet size: ARCH D 36" x 24"

Sheet title: WIRING CALCULATIONS

Sheet number: E.3

WARNING

ELECTRIC SHOCK HAZARD

TERMINALS ON BOTH LINE AND LOAD SIDES MAY BE ENERGIZED IN THE OPEN POSITION

- 1 LABEL LOCATION:
AC/DC DISCONNECTS, PV LOAD CENTERS, COMBINER BOXES
(PER CODE: NEC 690.13(B))

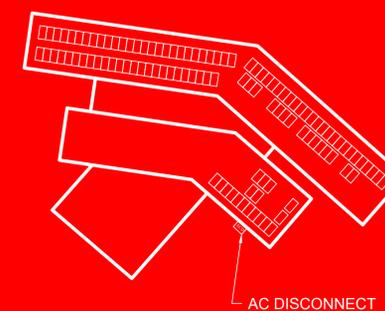
WARNING

INVERTER OUTPUT CONNECTION - DO NOT RELOCATE THIS OVERCURRENT DEVICE

- 5 LABEL LOCATION:
PV SYSTEM BREAKER
(PER CODE: NEC 705.12(B)(2)(3)(b))
[Not required if panelboard is rated not less than sum of ampere ratings of all overcurrent devices supplying it]

CAUTION:

POWER TO THIS BUILDING IS ALSO SUPPLIED BY A ROOF MOUNTED SOLAR PHOTOVOLTAIC SYSTEM WITH DISCONNECT LOCATED AS SHOWN BELOW:



- 11 LABEL LOCATION:
MAIN SERVICE PANEL, PV AC DISCONNECT AND BUILDING ENTRANCE
(PER CODE: NEC 690.56)

**EMERGENCY CONTACT
INSTALLER: SEM POWER
TEL. NUMBER: 888-496-119**

- 12 LABEL LOCATION:
AC MAIN DISCONNECT
(PER CODE: FPFC 1:11.12.2.1.5)

WARNING

PHOTOVOLTAIC POWER SOURCE

- 2 LABEL LOCATION:
JUNCTION BOXES, RACEWAYS, CABLE TRAYS, CONDUIT BODIES WITH AVAILABLE OPENINGS EVERY 10 FEET, WITHIN 1' OF TURNS/PENETRATIONS
(PER CODE: NEC 690.31(G)(3))

PHOTOVOLTAIC SYSTEM DISCONNECT

- 6 LABEL LOCATION:
PV SYSTEM DISCONNECTS
(PER CODE: NEC 690.13(B))

PHOTOVOLTAIC SYSTEM EQUIPPED WITH RAPID SHUTDOWN

- 7 LABEL LOCATION:
AC DISCONNECT
(PER CODE: NEC 690.56(C))

WARNING

DUAL POWER SOURCE SECOND SOURCE IS PHOTOVOLTAIC SYSTEM

- 3 LABEL LOCATION:
BI-DIRECTIONAL METER
(PER CODE: NEC 705.12(D)(3))

CAUTION

PHOTOVOLTAIC SYSTEM CIRCUIT IS BACKFED

- 4 LABEL LOCATION:
POINT OF INTERCONNECTION
(PER CODE: NEC 690.13(F))

INVERTER

- 8 LABEL LOCATION (3" x 1" PLACARD):
INVERTER 1

PHOTOVOLTAIC SYSTEM AC DISCONNECT

RATED AC OPERATING CURRENT **120** AMPS
AC NOMINAL OPERATING VOLTAGE **208** VOLTS

- 9 LABEL LOCATION:
AC DISCONNECT, POINT OF INTERCONNECTION
(PER CODE: NEC 690.54)

DC INPUT WARNING LABEL #1

RATED DC CURRENT (Imp) **110 A**
RATED DC VOLTAGE (Vmp) **400 V**
SHORT CIRCUIT CURRENT (Isc) **135 A**
MAXIMUM SYSTEM VOLTAGE (Voc) **600 V**

- 10 LABEL LOCATION (4" x 3" PLACARD):
PV INVERTER 1
(PER CODE: NEC 690.53)

SIGNAGE REQUIREMENTS

1. RED BACKGROUND
2. WHITE LETTERING
3. MINIMUM 3/8" LETTER HEIGHT
4. ALL CAPITAL LETTERS
5. ARIAL OR SIMILAR FONT
6. WEATHER RESISTANT MATERIAL, PER UL 969

Contractor: **WILSON IRGENTI ENGINEERING**
Wilson & Irgenti Engineering

Project:
MADEIRA BEACH REC CENTER
300 Municipal Drive,
Madeira Beach, FL 33708

Engineer:
ARC DESIGN
Solar Specialists
JAMES A. CLANCY, PE
409 N. MAIN STREET, ELMER,
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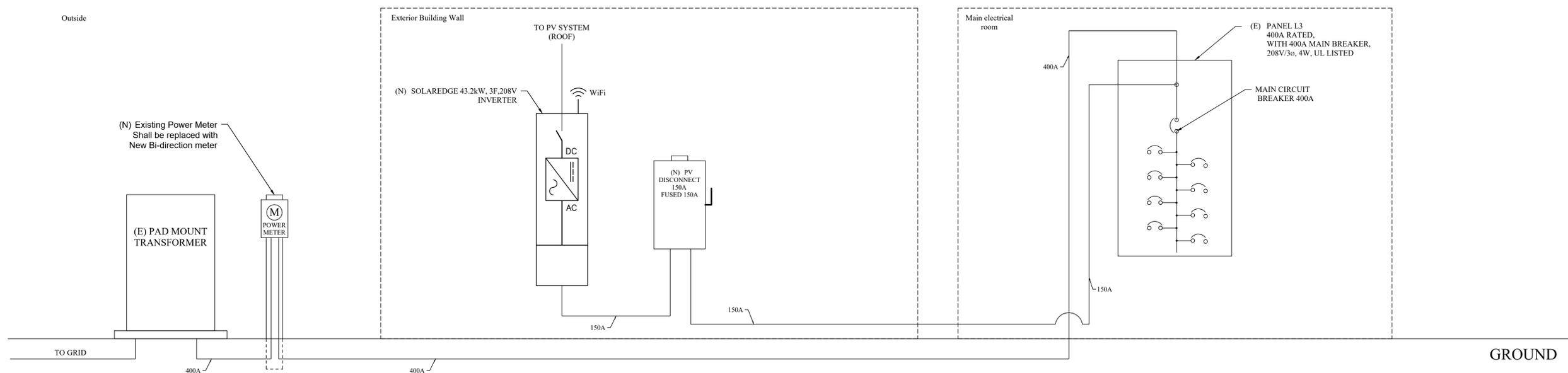
Engineering Approval:

REVISIONS

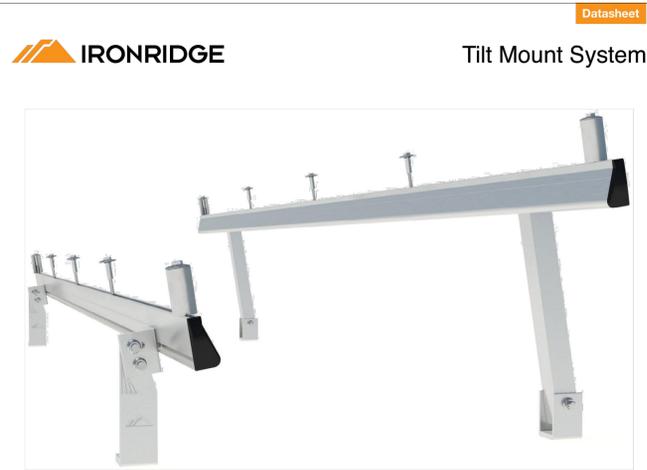
DESCRIPTION	DATE	REV

Designed by:
VicSON Energy
contact@vicsenergy.com

Sheet size: ARCH D 36" x 24"
Sheet title: SYSTEM LABELING &
Sheet number: L.1



1 | GROUND LEVEL ELECTRICAL EQUIPMENT ELEVATION (FRONT VIEW)



Trust your system at every angle.

The IronRidge Tilt Mount System supports a wide range of solar module tilting angles, while also resisting the extreme wind and snow forces experienced over a building's lifetime.

Every component has been carefully engineered and rigorously tested, and the entire system uses only aluminum and stainless steel materials to resist corrosion.

- Roof Friendly**
Lightweight and compatible with industry-standard attachments.
- Strength Tested**
All components evaluated for superior structural performance.
- UL 2703 Listed System**
Meets newest effective UL 2703 standard.
- PE Certified**
Pre-stamped engineering letters available in most states.
- Design Assistant**
Online software makes it simple to create, share, and price projects.
- 25-Year Warranty**
Products guaranteed to be free of impairing defects.

XR Rails & Tilt Legs

XR Rails
Attach directly to Tilt Legs. Available in three targeted sizes to support specific wind and snow loads.

- Unique curved profile
- Spanning capabilities up to 12'
- Clear and black finish

Tilt Legs
Tilt assembly to desired angle, up to 30 degrees. Kits include South and North Tilt Leg and all hardware.

- Available in multiple lengths for a wide angle range
- Assembled South Tilt Legs include angle indicators
- Legs are electrically bonded to rails

Grounding Clamps

UFOs
Universal Fastening Objects secure and bond modules to rails.

- Fully assembled and lubricated
- Single, universal size
- Clear and black finish

Stopper Sleeves
Snap onto the UFO to transform into a bonded end clamp.

- Bonds modules to rails
- Sized to match modules
- Clear and black finish

CAMO
Bond modules to rails while staying completely hidden.

- Universal end-cam clamp
- Tool-less installation
- Fully assembled

Accessories

Bonded Splices
XR Rails use internal splices for seamless connections.

- Self-drilling screws
- Varying versions to match rails
- Forms secure bonding connection

Grounding Lugs
Connects Tilt Mount system to equipment ground.

- Low profile
- Single tool installation
- Mounts in any direction

Ends Caps & Wire Clips
Provide a finished look and organize electrical wires.

- Simple snap-in installations
- Clips hold up to ten 5mm wires
- UV-stabilized polymer

Resources

Design Assistant
Go from rough layout to fully engineered system. For free. Go to IronRidge.com/design

NABCEP Certified Training
Earn free continuing education credits, while learning more about our systems. Go to IronRidge.com/training

© 2018 IronRidge, Inc. All rights reserved. U.S. Patent: #6,895,290; #9,819,303; #9,885,930; Others Pending. Version 1.40

EHD #15 DRILL POINT FASTENERS



Description
Extra Heavy Duty Roofing Fastener with #3 Phillips Truss Head, Cathodic epoxy e-coat-13 threads per inch. Ideal multi-purpose fastener for use with 18-26ga. steel, structural concrete, and wood.

Application
• Insulation and membrane attachment to steel, wood and structural concrete roof decks.

Features and Benefits

- Extra stable #3 Phillips drive
- Drill point design prevents fastener walking
- 13 threads per inch provides higher pull-out values
- Drill point cuts through gravel and BUR
- Cathodic epoxy e-coat

Installation and Application Considerations
Tools: 2000 - 2500 rpm screw guns and hardened #3 Phillips bit. For structural concrete, 7/32" carbide bit and 1500 rpm screw gun or hammer drill in hammer mode. Structural concrete to be predrilled with standard 7/32" carbide bit to minimum 1/2" deeper than fastener penetration. The standard carton package includes one #3 Phillips bit.

Options and Packaging

- 2"-4" Lengths: 100/bag or 1000/bucket.
- 5"-8" Lengths: 100/bag or 500/bucket.
- 9"-24" Lengths: Call for details.
- Weights and Dimension: Vary by product.

Pull Out Strength

Steel

- 18 Ga (1.2mm): 1140 lbf / 50171 N
- 20 Ga (0.9mm): 898 lbf / 3995 N
- 22 Ga (0.8mm): 685 lbf / 3058 N
- 24 Ga (0.6mm): 453 lbf / 2015 N
- 26 Ga (0.5 mm): 301 lbf / 1339 N

Wood

- 2 x dimensional lumber (1" penetration) (25.4mm): 692 / 3078 N
- 3/4" (19.1mm) FR Plywood (through penetration): 703 lbf / 3127 N
- 1/2" Plywood OSB

Concrete

- 4000 psi (1" penetration) (25.4mm): 728 lbf / 3238 N

Material:

- Steel thickness from 26 ga (.019 in.) through 18 ga (.048 in.); Min penetration: 3/4"
- Wood 2x (1-1/2" thick); Min penetration: 1"
- Plywood and OSB: Min through penetration: 3/4"
- Structural Concrete: Min penetration: 1"

Coating and Corrosion

- 15/15 Kesternich per FM 4470
- 800 hour salt spray per ASTM B117
- Cathodic epoxy e-coat

Performance Data

Material Strength

- Tensile: 4350 lbf / 19350 N
- Shear: 3700 lbf / 16458 N
- Torsional: 130 lbf / 14.69 N.m

Options and Packaging

- 2"-4" Lengths: 100/pk or 1000/bucket.
- 5"-8" Lengths: 100/pk or 500/bucket.
- 9"-24" Lengths: Call for details.
- Weights and Dimension: Vary by product.

Custom options may be available for additional charge. Lead times may apply depending on roofing manufacturer and product availability.
Revised Version: 08.06.20

Anchor Products LLC.
PO Box 1551
Colleyville, TX 76034

Information source:
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Secured Mounting Solutions™

888-575-2131
www.anchorcorp.com
info@anchorcorp.com

U-ANCHOR™ | U2400-TPO



Description
The U2400-TPO is a lightweight rooftop attachment system consisting of an U-Anchor 2000 Series plate and cover membrane. The cover membrane and separator disk are factory sealed to the top of the plate. The U2400-TPO provides a fastened, watertight, warranted attachment for TPO single-ply membranes.

Advantages

- Extremely strong and lightweight
- Fast installation, approximate rate of 12 per man hour.
- Installs on any surface from flat to vertical.

U-Anchor Attachment
The U2400-TPO is attached by lifting the flashing to expose the fastening hole on the plate. Then, fastening through the roofing assembly and into the structural decking with 2-8 approved fasteners, as directed by project specific engineering. The membrane cover is then hot air welded around the perimeter to the roof membrane. After verifying the seam integrity with a probe, seam sealer maybe required per roofing manufacturer's specifications.

Product Specifications

Bolts

- 3/8"-16 x 1.5" Bolt*
- Material Type: 304 Stainless Steel

Plate

- Outer Diameter: 5.5"
- Fastener Hole Diameter: 0.265" (8 holes)
- Fastener Hole Pattern: 4.125" Diameter
- Steel Thickness: 0.047" (1.04mm)
- Material Type: Galvanized Steel G90

Cover Membrane

- Manufacturer: Brand or Non-Brand Specific*
- Color: Default White*
- Length: 11.75"
- Width: 11.75"
- Thickness: Default 60 mil*

Patents

- Visit www.anchorcorp.com/patents

Packaging Specifications

- Sold Individually OR Full Box Quantity
- Individual Weight: Approx. 0.75 lbs
- Full Box Quantity: 10 units
- Box Weight: Approx. 10 lbs
- Box Dimensions: 13" x 11" x 13"
- Full Pallet Quantity: 50 boxes
- Pallet Dimensions: 48" x 40" x 66"

* Specified option is standard. Custom options may be available for additional charge. Lead times may apply depending on roofing manufacturer and product availability.
All representations herein are premised on proper installation and use of approved components. Failure to properly install or use of unapproved components voids all Anchor Products representations.

Anchor Products LLC.
PO Box 1551
Colleyville, TX 76034

Secured Mounting Solutions™

888-575-2131
www.anchorcorp.com
info@anchorcorp.com

<p>ANCHOR PRODUCTS™ PO Box 1551 Colleyville, TX 76034 www.anchorcorp.com (888) 575-2131</p>	<p>Title: U-Anchor U2400, Mechanically Attached, Single-Ply Flashing (PVC/TPO/KEE/TPA)</p>		<p>DRAWN BY: ANCHOR PRODUCTS TECHNICAL SUPPORT</p>	
	<p>REQUEST DATE:</p>	<p>CATEGORY: Single-Ply MA</p>		
	<p>REVISION DATE: 03/01/19</p>	<p>DRAWING NO: AP.2400.SP.MA.01a</p>		
	<p>SCALE: NTS</p>			

Notes:

- ANCHOR PRODUCTS DETAIL DRAWINGS: REFER TO THE ROOFING AND FASTENER MANUFACTURERS AND OTHER RELATED PUBLISHED DOCUMENTATION, PRODUCT DATA SHEETS (PDS) AND SAFETY DATA SHEETS (SDS) FOR ADDITIONAL INFORMATION. ALL DETAIL DRAWINGS AND RELATED INSTALLATION GUIDELINES ARE PROVIDED BY ANCHOR PRODUCTS FOR THE SOLE PURPOSE OF CONVEYING ASSEMBLY STRUCTURE. ACCORDINGLY, THE DETAIL DRAWINGS ARE NOT OFFERED, AND SHOULD NOT BE CONSIDERED, AS A SUBSTITUTE FOR PROFESSIONAL DESIGN SERVICES.
- TO ENSURE WARRANTIES CAN BE MAINTAINED, MOST ROOFING MANUFACTURERS REQUIRE THE FLASHING BE MADE OF THE SAME TYPE AND BRAND. MOST ROOFING MANUFACTURERS REQUIRE THAT THE INSTALLATION OF THE U-ANCHOR BE PERFORMED BY AN AUTHORIZED CONTRACTOR.
- FASTENERS MUST BE INSTALLED PER THE FASTENER MANUFACTURER'S REQUIREMENTS FOR EACH SPECIFIC DECK TYPE FOR POSITIONING, DECK PENETRATION DEPTH, AND OTHER NECESSARY STANDARDS.
- SEAM WELDS MUST COMPLY WITH THE ROOFING MANUFACTURER'S REQUIREMENTS. THE AREA SHOULD BE CLEANED AND FREE OF DEBRIS AS PER THE ROOFING MANUFACTURERS SPECIFICATION. TYPICAL SEAM WELDS ARE A MINIMUM 1.5". SEAMS MUST BE PROBOD TO ENSURE A SUFFICIENT WELD HAS BEEN ACHIEVED. USE CUT EDGE SEALANT AS MANDATED BY THE ROOFING MANUFACTURER.
-

Contractor: Item #C.

Wilson & Gergenti Engineering

Project:
MADEIRA BEACH REC CENTER
300 Municipal Drive,
Madeira Beach, FL 33708

Engineer:

ARC DESIGN
Solar Specialists

JAMES A. CLANCY, PE
409 N. MAIN STREET, ELMER,
NJ 08318
ENGINEERS LICENSE #64848

Engineering Approval:

REVISIONS

DESCRIPTION	DATE	REV

Designed by:

Vicson Energy
contact@vicsonenergy.com

Sheet size: ARCH D 36" x 24"

Sheet title: DATA SHEETS

Sheet number: DS.2



MEMORANDUM

TO: Hon. Mayor and Board of Commissioners
THROUGH:
FROM: Robin Gomez, City Manager
DATE: September 27, 2023
RE: Aclarian Consulting Agreement FY 2024

Background

Aclarian has provided outsourced Finance Director services for the City since July 2020. Aclarian’s contractual services agreement expires at the end of fiscal year 2023 and continues on a month-to-month basis unless terminated by either party with thirty (30) days written notice or extended by a separate agreement.

Discussion

Under the proposed Consultant Agreement for FY 2024, Aclarian will appoint Andrew Laflin to be responsible for assuming the duties of the Director of Finance and City Treasurer, as described in Article V, Section 5.5, of the City’s Charter. Mr. Laflin has assumed this position since the inception of Aclarian’s services to the City in June 2020.

Fiscal Impact

The Consultant Agreement stipulates a fixed monthly fee of \$7,800 per month for Finance Director services, which equates to \$93,600. This is a 5.4% increase from the prior year’s annual cost of \$88,800. The annual cost for Aclarian’s consulting services in FY 2021 was \$86,400. Alternatively, the City’s annual cost to hire a full time, including payroll taxes and benefits, could range between \$130,000 and \$160,000 annually. See 2023 salary survey results for a full-time Finance Director within this agenda item.

Recommendation

Staff recommends approval of the Aclarian Consultant Agreement effective for fiscal year 2024.

Attachment(s):

- Aclarian Consultant Agreement
- 2023 Salary Survey Results – Finance Director



CONSULTANT AGREEMENT

This Consultant Agreement (“Agreement”) is made effective as of October 1, 2023, by and between the City of Madeira Beach, Florida (City), 300 Municipal Drive, Madeira Beach, Florida, 33708, and Aclarian LLC (Contractor) 4240 W. Morrison Ave, Tampa, FL 33629.

DESCRIPTION OF SERVICES – FINANCE & ACCOUNTING

Beginning on October 1, 2023, the Contractor will appoint Andrew Laflin to be responsible for assuming the duties of the Director of Finance and City Treasurer as described in Article V, Section 5.5, of the Charter of the City of Madeira Beach, Florida. Contractor, through Andrew Laflin, will provide the following services:

- Plan, manage, and direct the operations of the Finance department, including personnel and equipment of finance, accounting, cashiering, licensing, billing and collecting sums due the City and related financial accounting and systems operations.
- Maintain current and accurate accounting records of City activities, in accordance with accepted municipal accounting practices and governing city laws.
- Coordinate the annual budgeting process, assist in preparing the annual operating and capital budget, and provide other financial reporting throughout the fiscal year, both internally among City employees and externally to the Board of Commissioners and public at large, such as showing comparison of revenue and expenditures to anticipated revenues and appropriation expenditures.
- Advise the City Manager and Board of Commissioners on significant financial matters.
- Maintain responsibility for adequate safeguards for City assets, including cash, inventories, equipment and pertinent records concerning the same, as well as records of all receivables and liabilities of the City.
- Oversee the annual financial statement audit of the City and the issuance of the Comprehensive Annual Financial Report.
- Ensure prompt deposits of all receipts in designated bank accounts as well as prompt payment of current bills and obligations against the City, when approved.
- Meet all compliance requirements under applicable laws and regulations, including but not limited to reporting deadlines under state law, agenda document submission deadlines for BOC meetings, and other external and internal regulatory requirements
- Perform other related services as mutually agreed upon.

RESOURCES PROVIDED BY THE CITY.

The following resources shall be provided by the City:

ON SITE

- Access to a workspace with desktop and secure internet connection
- Access to applicable software needed to conduct City business

OFF SITE

- Access to City-owned laptop and applicable software

PAYMENT FOR SERVICES.

The City will pay compensation to Contractor for the Services based on a fixed monthly amount of \$7,800.00 for finance and accounting services.

No travel or per diem reimbursement expenses will apply to this agreement; unless expressly approved by the City in advance. All bills for any travel expenses that are authorized shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, and in compliance with the City's policy for travel expenses.

The Contractor shall submit invoices for work performed. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statute § 218.70 et.seq., which states the Contracting Party's rights and the City's responsibilities concerning interest, penalties and time limits for payment of invoices.

TERM.

The Term shall begin on October 1, 2023 and be effective until September 30, 2024.

At the end of the term, this agreement may be extended for successive monthly terms, on an as needed basis, or such other renewal terms agreed to by the parties. Renewal contracts will not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the City and subject to the availability of funds. The decision to renew this Agreement rests solely with the City.

MODIFICATION OF TERMS.

This agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the City and the Contractor and any communications, promises, representations or agreements, not included in writing in this contract, shall not be binding upon any party. This Agreement may only be modified or amended upon mutual written agreement of the City and the Contractor. No oral agreements or representations shall be valid or binding upon the City or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the City.

RELATIONSHIP OF PARTIES.

It is understood by the parties that Contractor will be an independent contractor, and not the agent or servant of the City and will not be entitled to any benefits granted to employees of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacations, or any other employee benefit to the Contractor. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

CONFIDENTIALITY.

Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose or communicate in any manner any information that is proprietary to the City, except as provided for by law. Contractor will protect such information and treat it as strictly confidential, except as provided by law. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Contractor will return to the City all records, notes, documentation and other items that were used, created or controlled by Contractor during the term of this Agreement.

SUBCONTRACTORS:

The Contractor shall perform this Agreement. Additional assignment or subcontracting shall be allowed with the prior approval of the City Manager.

SECURITY.

All employees, agents, and authorized subcontractors to the Contractor ("Contractor's Agents") with access to City computer networks and systems in the performance of this Agreement must be approved by the City and must abide by all applicable terms and conditions of this Agreement.

INDEMNITY PROVISION.

Contractor shall indemnify, pay the City's costs of defense with counsel of the City's choosing, including attorney's fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any damages sustained by any person or entity as a result of the negligence or misconduct of the Contractor, except only to the extent such damages were occasioned by the wrongful acts of the City. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

INSURANCE PROVISIONS

Contractor shall be required to maintain insurance coverage meeting the City's requirements for the term of this Agreement. Such requirements will include commercial general liability insurance with limits of \$500,000 for each occurrence and \$1,000,000 in the aggregate, as well as professional liability insurance with limits of \$1,000,000 per each claim or occurrence.

PUBLIC RECORDS.

Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and the City's public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and City policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the City, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and City policy for locating and producing public records during the term of this Agreement. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

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, CITY CLERK, AT 300 MUNICIPAL DRIVE, MADEIRA BEACH, FLORIDA, 33708. Phone: (727) 391-9951, ext. 231 / Email: cvanblargan@madeirabeachfl.gov

TERMINATION.

The City and the Contractor both reserve the right to terminate this Agreement, without cause by giving thirty (30) days prior written notice to the other party of the intention to terminate, or with cause if at any time the either party fails to fulfill/abide by any of the terms or conditions specified.

PARTIES TO THE CONTRACT:

This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities to any third parties.

SEVERABILITY.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

GOVERNING LAW.

All matters, whether sounding in tort or contract, relating to the validity, construction, interpretation, performance and enforcement of this Agreement shall be determined by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the Circuit Court in and for Pinellas County, Florida. In any such action, Florida law shall apply.

ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written.

WARRANTY OF AUTHORITY.

Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement, which includes any referenced attachments, to be executed by their undersigned officials as duly authorized. This Agreement is not valid until signed and dated by both Parties.

ACLARIAN LLC

City of Madeira Beach, Florida

Andrew Laflin, President

Robin Gomez, City Manager

DATE

DATE

2023 PEPIE SALARY SURVEY

March 2023

Fphra.org

Finance Director/Chief Financial Officer

Organization	County	Your Title	Actual Salary	Comments
Palm Beach County Sheriff's Office	Palm Beach	Chief Operating Officer	\$288,636	
Broward County Board of County Commissioners	Broward	Chief Financial Officer	\$299,854	
Miami-Dade County	Miami-Dade	Deputy Dir., Finance Dept	\$275,620	Life Imput, Car, Cellphone, Executive Benefits
City of Miami Beach	Miami-Dade	Chief Financial Officer	\$267,702	
City of Jacksonville	Duval	DIRECTOR OF FINANCE & ADMINISTRATION/CHIEF FINANCIAL OFFICER	\$221,708	
City of Lakeland	Polk	Finance Director	\$192,906	
Hillsborough County	Hillsborough	Chief Financial Administrator	\$227,365	
City of Miami	Miami-Dade	Director, Finance	\$197,961	
Charlotte County Board of County Commissioners	Charlotte	Director, Budget & Administrative Svc	\$156,416	Dept Includes: Fiscal, Fleet, Transit, Purchasing, Records Mgmt, Risk Mgt, Real Estate Svcs, & I.T.
School District of Palm Beach County	Palm Beach	Chief Financial Officer	\$199,134	Over multiple Fin Depts
Town of Palm Beach	Palm Beach	Deputy Town Manager of Finance and Administration	\$190,000	
City of Boca Raton	Palm Beach	Director of Financial Services	\$208,485	
City of Deerfield Beach	Broward	Director of Financial Services/CFO	\$153,530	
Town of Jupiter	Palm Beach	Finance Director	\$132,029	
Volusia County	Volusia	Chief Financial Officer	\$181,033	Total Budget for Finance Department. For the Office of the CFO only - 656,894
City of Pompano Beach	Broward	FINANCE DIRECTOR	\$157,538	
City of Coconut Creek	Broward	Finance & Admin Services Director	\$194,605	

Finance Director/Chief Financial Officer

Organization	County	Your Title	Actual Salary	Comments
City of West Palm Beach	Palm Beach	Chief Financial Officer	\$184,944	
City of Palm Beach Gardens	Palm Beach	Finance Administrator	\$195,771	
City of Clearwater	Pinellas	Finance Director	\$164,789	
City of Cape Coral	Lee	Financial Services Director	\$162,718	
Town of Davie	Broward	Budget & Finance Director	\$192,282	
City of Hollywood	Broward	Director of Financial Services	\$193,019	Car and cell phone allowance
Fort Myers Beach Fire Control District	Lee	Director of Finance	\$150,750	
Town of Bay Harbor Islands	Miami-Dade	Finance Director	\$168,383	
City of Oaklad Park	Broward	Chief Financial Officer	\$180,353	
City of Tamarac	Boward	Director of Financial Services	\$154,397	Car allowance - monthly
City of Sarasota	Sarasota	Director, Finance	\$161,877	
City of Boynton Beach	Palm Beach	Director of Financial Services	\$179,776	n/a
Children's Services Council of PBC	Palm Beach	Chief Financial Officer	\$166,182	
Village of Pinecrest	Miami-Dade	Finance Director	\$154,187	cell/vehicle allowance
City of Delray Beach	Palm Beach	Chief Financial Officer	\$165,006	
City of Daytona Beach	Volusia	Chief Financial Officer	\$193,681	
Brevard County Board of County Commissioners	Brevard	Budget Director	\$158,135	

Finance Director/Chief Financial Officer

Organization	County	Your Title	Actual Salary	Comments
City of Coral Springs	Broward	Director of Financial Services	\$166,621	
City of Pembroke Pines	Broward	FINANCE DIRECTOR	\$175,386	
City of Oviedo	Seminole	Finance Director	\$152,594	
City of Venice	Volusia	Finance Director	\$168,160	
Village of Tequesta	Palm Beach	Finance Director	\$151,010	
City of Port St. Lucie	St. Lucie	Finance Director	\$152,110	
City of Lake Worth Beach	Palm Beach	DIRECTOR OF FINANCE	\$150,000	Bi-weekly car & phone allowance
Manatee County Sheriff's Office	Manatee	COMPTROLLER	\$150,592	
City of Miramar	Broward	Director of Financial Services	\$160,062	
Town of Longboat Key	Sarasota-Man	Finance Director	\$134,222	Defined Contribution 16% Town Contribution
Village of Wellington	Palm Beach	DIRECTOR, ADMIN & FINANCL SVCS	\$136,011	
City of North Port	Sarasota	Finance Director	\$159,825	
City of Margate	Broward	Director of Finance	\$160,883	
City of Dania Beach	Broward	Chief Financial Officer	\$175,232	
Seacoast Utility Authority	Palm Beach	Chief Financial Officer	\$175,178	
City of Parkland	Broward	Finance Director	\$133,508	
Alachua County BoCC	Alachua	Asistant County Manager for Budget & Fiscal Services	\$174,699	Oversee other budgets: \$18,687,906; 117 total (99 filled and 18 vacant)-Fiscal Services;OMB;Procurement; Risk Mgmt.; Facilities Management & Critical Facilities
Islamorada, Village of Islands	Monroe	Finance Director	\$160,698	

Finance Director/Chief Financial Officer

Organization	County	Your Title	Actual Salary	Comments
City of Naples	Collier	Finance Director	\$185,000	Also Deputy City Manager
Village of Royal Palm Beach	Palm Beach	Finance Director	\$163,349	
Clerk of the Circuit Court & Comptroller, Palm Beach County	Palm Beach	Chief Operating Officer- Finance	\$146,000	
Indian River County BoCC	Indian River	Director of Office Mgmt & Budget	\$142,960	
City of Marco Island	Collier	Finance Director	\$156,769	
Town of Lantana	Palm Beach	Finance Director	\$165,886	
City of Oldsmar	Pinellas	Director of Administrative Services	\$129,170	
Pinellas County Government	Pinellas	Chief Deputy Director Finance Division	\$174,886	Broadband
Town of Miami Lakes	Miami-Dade	Chief Financial Officer	\$136,500	
City of Haines City	Polk	Finance Director	\$132,467	
Palm Beach County Property Appraiser	Palm Beach	Finance Director	\$141,421	
City of Lauderdale Lakes	Broward	Director of Financial Services	\$137,917	
City of Plant City	Hillsborough	Chief Financial Officer	\$161,886	
City of Greenacres	Palm Beach	Finance Director	\$107,374	
Village of Palmetto Bay	Miami-Dade	Finance Director	\$159,146	Position oversees IT Division and Risk Management
City of Kissimmee	Osceola	Finance Director	\$158,995	500 a month car allowance
City of Largo	Pinellas	Finance Director	\$139,230	\$75.00 Auto Allowance (Biweekly).
Palm Beach State College	Palm Beach	Controller	\$130,881	
City of Casselberry	Seminole	Finance Director	\$139,756	
City of Mascotte	Lake	Finance Director/Deputy Manager	\$116,168	

Finance Director/Chief Financial Officer

Organization	County	Your Title	Actual Salary	Comments
City of Treasure Island	Pinellas	Finance Director	\$97,140	
City of Ocoee	Orange	Finance Director	\$144,117	
Southwest Florida Water Management District	Hernando	Bureau Chief, Finance	\$121,130	
City of Dunedin	Pinellas	Dir of Finance	\$144,495	
Town of Juno Beach	Palm Beach	Finance Director	\$147,586	Cell phone
City of Indian Harbour Beach	Brevard	Comptroller	\$104,153	
Hardee County BOCC	Hardee	Budget & Finance Director	\$92,000	Phone allowance * last annual salary - vacant position
Hernando County Clerk of Circuit Court & Comptroller	Hernando	Financial Services Director	\$117,291	
City of Stuart	Martin	Financial Services Director	\$140,649	Cell Stipend
Town of Pembroke Park	Broward	Finance and Budget Director	\$121,540	
City of St. Augustine Beach	St. Johns	Chief Financial Officer	\$78,055	
Orange County	Orange	Financial Administrator	\$90,126	
City of Fellsmere	Indian River	Finance & Accounting Director	\$96,239	
City of Fort Meade	Polk	Comptroller	\$65,458	
Broward County Sheriff's Office	Broward	Director of Finance	\$172,241	
City of Daytona Beach Shores	Volusia	Finance Director	\$115,003	
City of Lauderhill	Broward	Finance Director/Deputy City Manager	\$300,130	
City of St. Augustine	St. Johns	same	\$134,448	
City of West Miami	Miami-Dade	Finance Director	\$123,718	

ORDINANCE 2023-07

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, BY CREATING NEW ARTICLES I, GENERAL PROVISIONS; AND II, WHISTLEBLOWER PROVISIONS, OF CHAPTER 50 (PERSONNEL) OF THE CODE OF ORDINANCES TO PROVIDE FOR GENERAL EMPLOYMENT MATTERS INCLUDING A PROCESS FOR INVESTIGATING EMPLOYEE COMPLAINTS AGAINST THE CITY MANAGER AND TO ESTABLISH AN ADMINISTRATIVE PROCEDURE FOR EMPLOYEES AND OTHER PERSONS TO REPORT INSTANCES OF ILLEGALITY, MISMANAGEMENT, MALFEASANCE, WASTE OR FRAUD ON THE PART OF CITY EMPLOYEES, AGENTS OR CONTRACTORS; PROVIDING A PROCEDURE FOR INVESTIGATING SUCH ALLEGATIONS; PROVIDING FOR NON-RETALIATION FOR PERSONS WHO REPORT SUCH INSTANCES; PROVIDING A MANNER FOR ALLEGING RETALIATION TO SEEK REDRESS; MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the current City Code does not properly address situations wherein an employment-related complaint is brought against the City Manager other than the procedure for removing the city manager from office as provided in City Charter, Section 5.4, A.; and

WHEREAS, the current City Code does not provide for an avenue by which City employees or vendors may bring to the City's attention allegations of illegality, mismanagement, malfeasance, waste or fraud on the part of City employees or City vendors; and

WHEREAS, Florida Statute § 112.3187, entitled the "Whistle-blower's Act," provides certain protections to persons who disclose information regarding illegal or malfeasant conduct on the part of government employees, agents or contractors; and

WHEREAS, subsection (8)(b) of the Act provides for the establishment, by local ordinance, of an administrative procedure to permit disclosure and protect those persons making disclosure from retaliation; and

WHEREAS, the Act provides that where a local government adopts a local ordinance establishing such administrative procedures, that it will have an opportunity to address complaints locally rather than having a complainant proceed directly to court; and

WHEREAS, the Board of Commissioners finds that addressing these matters in the Code of Ordinances will help ensure that the City's employees will have sufficiently detailed methods

to raise such issues, and that standardized procedures are in place for the City to address any such issues; and

WHEREAS, the City Attorney has reviewed best practices and has recommended the provisions contained in this Ordinance to provide the policy specificity the Board of Commissioners desires; and

WHEREAS, the Board of Commissioners finds that it is in the best interests of the City to adopt the policy provisions set forth in this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Board of City Commissioners of City of Madeira Beach, Florida, that:

SECTION 1. A new Article I of Chapter 50 (Personnel), entitled General Provisions, is hereby created as follows:

Article I – General Provisions

Sec. 50-1. – Policy and procedures on file with the city clerk.

The Board of Commissioners will adopt a personnel policy and procedures manual from time to time by ordinance are not printed in this Code, which shall be codified in the Code of Ordinances and kept but are on file in the city clerk’s office.

Sec. 50-2. Complaints against the city manager.

- (a) Notwithstanding any personnel policy or code provision to the contrary, any employee of the city who desires to make a personnel-related complaint (other than a whistleblower complaint addressed in article II of this chapter) against the city manager shall communicate that complaint in writing directly to the city’s mayor. In the event any such complaint is directed to the city manager, the city attorney, the city’s human resources staff, or any other managerial official of the city, that official shall refrain from taking any action regarding the complaint but shall instead immediately convey the complaint to the mayor.
- (b) Upon receiving such complaint, the mayor will confer with the city attorney to obtain such counsel as the mayor deems necessary. The mayor shall then ensure that the complaint is investigated without the involvement in any way of the city manager, except that the city manager will be required to fully cooperate with any investigatory efforts made, including being interviewed regarding the complaint.
- (c) The mayor may either investigate the complaint him or herself or, if the nature of the complaint is factually complex or may involve the violation of state or federal employment laws, the mayor may assign the city attorney to perform the investigation or may use budgeted city funds to retain a qualified third party individual or firm to conduct the investigation.

- (a)(d) Once the complaint has been investigated, a written report summarizing the complaint, the investigation's findings, and making any recommendations as to the resolution of the complaint shall be provided by the mayor to the city manager and the members of the board of commissioners. The board of commissioners shall have the ultimate authority as to what, if any actions shall be taken to address the complaint. At the meeting where the board of commissioners considers the investigatory report, the city manager shall be afforded the opportunity to address the commission, in person or in writing, providing any such additional information or argument as the city manager may desire to make.
- (e) Nothing herein shall be interpreted as prohibiting an employee from filing administrative charges with any state or federal agency with jurisdiction to receive the employee's complaint.
- (b)(f) The term "personnel-related complaint" as used in this section shall mean any complaint alleging that the city manager him or herself has directly engaged in unlawful discrimination or unlawful retaliation towards the employee, or has directly violated the employee's constitutional rights. The city manager's mere review and upholding of a disciplinary decision shall not be the basis of a personnel-related complaint unless the complaining employee alleges that the city manager's decision to uphold the decision was an act of unlawful discrimination or unlawful retaliation against the employee, or a violation the employee's constitutional rights.

SECTION 2. A new Article II of Chapter 50 (Personnel) of the Madeira Beach City Code, entitled Whistle-blower Provisions, is hereby created as follows:

Article II – Whistleblower Provisions

Sec. 50-20. Procedure for disclosing certain information.

- (a) An employee, independent contractor working for the city, or employee of an independent contractor working for the city, who has information concerning the following categories is required to disclose that information to the city manager or, if the allegation is against the manager, then to the city attorney (both of whom are designated as the appropriate local officials for receiving whistleblower disclosures per Florida Statute § 112.3187(6)):
- (1) Any violation or suspected violation of any federal, state, or local law, rule or regulation committed by an employee or agent of the city or independent contractor of the city, which creates and presents a substantial and specific danger to the public's health, safety, or welfare.
 - (2) Any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of

duty committed by an employee or agent of the city or independent contractor of the city.

- (b) Pursuant to Florida Statutes § 112.3187(7), to receive statutory whistleblower protection, the information must be disclosed on the employee's, contractor's or employee of a contractor's own initiative, be in writing, and be signed by the employee or person making the disclosure.

Sec. 50-21. Procedure for investigating disclosures.

- (a) Once a disclosure has been made, the city manager shall confer with the mayor to determine whether any investigation is warranted and, if so, an appropriate course of investigation of the disclosure, in light of the specifics of the disclosure, the laws and regulations which may apply, the complexity or sophistication of the matters involved in the disclosure, whether criminal violations may be present, and any other relevant factors. Should the city manager be the subject of a disclosure, then the city attorney shall confer with the mayor on a proper course of action.
- (b) The level of formality and documentation of any investigation of disclosures made may vary depending on the nature and severity of the disclosure. In any event, the members of the board of commissioners shall be kept updated as appropriate on the progress of any investigation to the extent allowed by applicable confidentiality laws and records exemptions.
- (c) Once a determination has been made with respect to how any investigation will proceed, such investigation will be conducted in an expeditious manner. The city manager or city attorney, as the case may be, shall make any criminal or regulatory referrals, recommend modified policies to the board of commissioners, or take any other actions which are deemed necessary as a result of the investigation. Criminal or regulatory referrals may be made even before the investigation is concluded if doing so will prevent or reduce a substantial and specific danger to the public's health, safety, or welfare, will avoid the expiration of any criminal statute of limitations, or where the severity of any criminal allegation is such that a law enforcement referral must promptly be made.
- (d) Notwithstanding any of the foregoing, while the city manager may determine that it is in the city's best interests to defer an internal investigation pending resolution of any external criminal or regulatory referral, the city reserves the right to make its own independent determination as to any whistleblower disclosure with respect to the application of the city's own contractual agreements, codes and policies.

Sec. 50-22. Retaliation prohibited.

Neither the city manager, nor an independent contractor of the city, nor any managerial personnel working under either, shall dismiss, discipline, or take any other adverse employment action against any of their respective employees because such employee(s) disclosed, in good faith,

information categorized in § 50-20. Neither the city manager, nor any managerial personnel working under the city manager, shall take any adverse regulatory or contractual action that affects the rights or interests of an independent contractor or employee of an independent contractor for having disclosed, in good faith, information categorized in § 50-20.

Sec. 5-23. Persons protected.

- (a) Pursuant to Florida Statutes § 112.3187(7), any employee, independent contractor working for the city, or employee of an independent contractor working for the city-who discloses information on his or her own initiative and in the manner prescribed in § 50-20(b), is protected from retaliation based on such disclosure.
- (b) Any employee, independent contractor working for the city, or employee of an independent contractor working for the city who is requested to participate in any investigation or hearing concerning a disclosure made pursuant to § 50-20 is also protected from retaliation based on such participation.
- (c) Any person who refuses to participate in any retaliatory actions prohibited by § 50-22 is protected from retaliation for such refusal.
- (d) No person is afforded the protections provided in this article where such person:
 - (1) Knowingly submits an untruthful claim or report;
 - (2) Commits or intentionally participates in committing the violation or suspected violation for which protection from retaliation is being sought;
 - (3) Violates any personnel rule or policy in connection with or related to the subject of the disclosure; or
 - (4) Violates any contractual or regulatory provision applicable to city contracts which are the subject of or related to the disclosure.
- (e) Nothing herein precludes city from taking any personnel, contractual, or other action against any employee, or other person which is predicated upon grounds other than, and would have been taken absent, the employee's or person's disclosure of information under § 50-20.
- (f) The provisions of this section may not be used by a person while he or she is under the care, custody, or control of the state correctional system, a county sheriff, or a municipal police department after release therefrom, with respect to circumstances that occurred during any period of incarceration.

Sec. 50-24. Procedure for reviewing complaint of retaliation.

- (a) Any complaint of retaliation prohibited under § 50-23 must be filed with human resources or the city manager within 60 days after the alleged retaliatory action. Such complaint must be submitted in writing, setting forth the facts which constitute the alleged retaliation. Once a retaliation complaint has been received, the city manager shall transmit the complaint, along with all other documentation relevant to the complaint, to the city's civil service commission. Upon hearing the complaint, the civil service commission must make findings of fact and a conclusion as to whether prohibited retaliation has occurred. These findings and conclusions shall be reduced to writing and a copy shall be provided to the complaining party.
- (b) If it is determined that retaliation has occurred, the city manager shall take such actions as would remedy the effects thereof, including reinstatement of the city employee to the same position held before the adverse action was commenced, or to an equivalent position or reasonable front pay as alternative relief; reinstatement of the employee's full fringe benefits and seniority rights, as appropriate; compensation, if appropriate, for lost wages, benefits, or other lost remuneration caused by the adverse action. The city manager is authorized to promulgate any forms or procedures, not inconsistent with these provisions, to facilitate the complaint review process.
- (c) Notwithstanding the foregoing, any city employee who is a member of a collective bargaining agreement may elect to pursue any remedy available pursuant to such agreement, however, such employee may not pursue both remedies.

Sec. 50-25. Confidentiality of information.

- (a) Pursuant to Florida Statutes § 112.3188(1), the name or identity of any individual who makes a disclosure in good faith of the kind of information set forth in § 50-20, and in the manner set forth in § 50-21, may not be disclosed, without the written consent of the individual, to anyone other than the appropriate local officials designated in § 50-20(a) and such of their staff as are necessary to investigate the disclosure.
- (b) However, such disclosure is permitted if the designated appropriate local official determines that the disclosure of the individual's identity is necessary to prevent a substantial and specific danger to the public's health, safety, or welfare, or to prevent the imminent commission of a crime, or where the disclosure is unavoidable and absolutely necessary during the course of the audit, evaluation, or investigation.
- (c) The foregoing confidentiality and record exemption is applicable so long as the investigation is active, as that term is defined in Florida Statutes § 112.3188(2)(c)(1).
- (d) Pursuant to Florida Statutes § 112.3188(2)(b)-(c), all information received pursuant to § 50-20 by a the city's designated appropriate local officials, or information produced or derived from fact-finding or investigations conducted pursuant to § 50-21, is confidential and exempt from public records disclosure. However, such information may be disclosed

by the designated appropriate local official if it is determined that the disclosure of the information is absolutely necessary to prevent a substantial and specific danger to the public's health, safety, or welfare or to prevent the imminent commission of a crime. Information disclosed under this subsection may be disclosed only to persons who are in a position to prevent the danger to the public's health, safety, or welfare, or to prevent the imminent commission of a crime based on the disclosed information.

(e) Pursuant to Florida Statutes § 112.3188(2)(c)(4), any person who willfully and knowingly discloses information or records made confidential under subsection (a) above commits a misdemeanor of the first degree.

SECTION 3. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

SECTION 4. For purposes of codification of any existing section of the Madeira Beach City 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 5. The Codifier shall codify the substantive amendments to the Madeira Beach City Code contained in Sections 1 and 2 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 its adoption.

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

John B. Hendricks, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

2021 Florida Statutes (Including 2021B Session)

<p><u>Title X</u> PUBLIC OFFICERS, EMPLOYEES, AND RECORDS</p>	<p><u>Chapter 112</u> PUBLIC OFFICERS AND EMPLOYEES: GENERAL PROVISIONS</p> <p><u>Entire Chapter</u></p>	<p>SECTION 3187 Adverse action against employee for disclosing information of specified nature prohibited; employee remedy and relief.</p>
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112.3187 Adverse action against employee for disclosing information of specified nature prohibited; employee remedy and relief.—

(1) **SHORT TITLE.**—Sections [112.3187-112.31895](#) may be cited as the “Whistle-blower’s Act.”

(2) **LEGISLATIVE INTENT.**—It is the intent of the Legislature to prevent agencies or independent contractors from taking retaliatory action against an employee who reports to an appropriate agency violations of law on the part of a public employer or independent contractor that create a substantial and specific danger to the public’s health, safety, or welfare. It is further the intent of the Legislature to prevent agencies or independent contractors from taking retaliatory action against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee.

(3) **DEFINITIONS.**—As used in this act, unless otherwise specified, the following words or terms shall have the meanings indicated:

(a) “Agency” means any state, regional, county, local, or municipal government entity, whether executive, judicial, or legislative; any official, officer, department, division, bureau, commission, authority, or political subdivision therein; or any public school, community college, or state university.

(b) “Employee” means a person who performs services for, and under the control and direction of, or contracts with, an agency or independent contractor for wages or other remuneration.

(c) “Adverse personnel action” means the discharge, suspension, transfer, or demotion of any employee or the withholding of bonuses, the reduction in salary or benefits, or any other adverse action taken against an employee within the terms and conditions of employment by an agency or independent contractor.

(d) “Independent contractor” means a person, other than an agency, engaged in any business and who enters into a contract, including a provider agreement, with an agency.

(e) “Gross mismanagement” means a continuous pattern of managerial abuses, wrongful or arbitrary and capricious actions, or fraudulent or criminal conduct which may have a substantial adverse economic impact.

(4) **ACTIONS PROHIBITED.**—

(a) An agency or independent contractor shall not dismiss, discipline, or take any other adverse personnel action against an employee for disclosing information pursuant to the provisions of this section.

(b) An agency or independent contractor shall not take any adverse action that affects the rights or interests of a person in retaliation for the person’s disclosure of information under this section.

(c) The provisions of this subsection shall not be applicable when an employee or person discloses information known by the employee or person to be false.

(5) **NATURE OF INFORMATION DISCLOSED.**—The information disclosed under this section must include:

(a) Any violation or suspected violation of any federal, state, or local law, rule, or regulation committed by an employee or agent of an agency or independent contractor which creates and presents a substantial and specific danger to the public’s health, safety, or welfare.

(b) Any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty committed by an employee or agent of an agency or independent contractor.

(6) TO WHOM INFORMATION DISCLOSED.—The information disclosed under this section must be disclosed any agency or federal government entity having the authority to investigate, police, manage, or otherwise remedy the violation or act, including, but not limited to, the Office of the Chief Inspector General, an agency inspector general or the employee designated as agency inspector general under s. [112.3189](#)(1) or inspectors general under s. [20.055](#), the Florida Commission on Human Relations, and the whistle-blower’s hotline created under s. [112.3189](#). However, for disclosures concerning a local governmental entity, including any regional, county, or municipal entity, special district, community college district, or school district or any political subdivision of any of the foregoing, the information must be disclosed to a chief executive officer as defined in s. [447.203](#)(9) or other appropriate local official.

(7) EMPLOYEES AND PERSONS PROTECTED.—This section protects employees and persons who disclose information on their own initiative in a written and signed complaint; who are requested to participate in an investigation, hearing, or other inquiry conducted by any agency or federal government entity; who refuse to participate in any adverse action prohibited by this section; or who initiate a complaint through the whistle-blower’s hotline or the hotline of the Medicaid Fraud Control Unit of the Department of Legal Affairs; or employees who file any written complaint to their supervisory officials or employees who submit a complaint to the Chief Inspector General in the Executive Office of the Governor, to the employee designated as agency inspector general under s. [112.3189](#)(1), or to the Florida Commission on Human Relations. The provisions of this section may not be used by a person while he or she is under the care, custody, or control of the state correctional system or, after release from the care, custody, or control of the state correctional system, with respect to circumstances that occurred during any period of incarceration. No remedy or other protection under ss. [112.3187-112.31895](#) applies to any person who has committed or intentionally participated in committing the violation or suspected violation for which protection under ss. [112.3187-112.31895](#) is being sought.

(8) REMEDIES.—

(a) Any employee of or applicant for employment with any state agency, as the term “state agency” is defined in s. [216.011](#), who is discharged, disciplined, or subjected to other adverse personnel action, or denied employment, because he or she engaged in an activity protected by this section may file a complaint, which complaint must be made in accordance with s. [112.31895](#). Upon receipt of notice from the Florida Commission on Human Relations of termination of the investigation, the complainant may elect to pursue the administrative remedy available under s. [112.31895](#) or bring a civil action within 180 days after receipt of the notice.

(b) Within 60 days after the action prohibited by this section, any local public employee protected by this section may file a complaint with the appropriate local governmental authority, if that authority has established by ordinance an administrative procedure for handling such complaints or has contracted with the Division of Administrative Hearings under s. [120.65](#) to conduct hearings under this section. The administrative procedure created by ordinance must provide for the complaint to be heard by a panel of impartial persons appointed by the appropriate local governmental authority. Upon hearing the complaint, the panel must make findings of fact and conclusions of law for a final decision by the local governmental authority. Within 180 days after entry of a final decision by the local governmental authority, the public employee who filed the complaint may bring a civil action in any court of competent jurisdiction. If the local governmental authority has not established an administrative procedure by ordinance or contract, a local public employee may, within 180 days after the action prohibited by this section, bring a civil action in a court of competent jurisdiction. For the purpose of this paragraph, the term “local governmental authority” includes any regional, county, or municipal entity, special district, community college district, or school district or any political subdivision of any of the foregoing.

(c) Any other person protected by this section may, after exhausting all available contractual or administrative remedies, bring a civil action in any court of competent jurisdiction within 180 days after the action prohibited by this section.

(9) RELIEF.—In any action brought under this section, the relief must include the following:

- (a) Reinstatement of the employee to the same position held before the adverse action was commenced, or to an equivalent position or reasonable front pay as alternative relief.
- (b) Reinstatement of the employee’s full fringe benefits and seniority rights, as appropriate.
- (c) Compensation, if appropriate, for lost wages, benefits, or other lost remuneration caused by the adverse action.

(d) Payment of reasonable costs, including attorney's fees, to a substantially prevailing employee, or to the prevailing employer if the employee filed a frivolous action in bad faith.

(e) Issuance of an injunction, if appropriate, by a court of competent jurisdiction.

(f) Temporary reinstatement to the employee's former position or to an equivalent position, pending the final outcome on the complaint, if an employee complains of being discharged in retaliation for a protected disclosure and if a court of competent jurisdiction or the Florida Commission on Human Relations, as applicable under s. [112.31895](#), determines that the disclosure was not made in bad faith or for a wrongful purpose or occurred after an agency's initiation of a personnel action against the employee which includes documentation of the employee's violation of a disciplinary standard or performance deficiency. This paragraph does not apply to an employee of a municipality.

(10) DEFENSES.—It shall be an affirmative defense to any action brought pursuant to this section that the adverse action was predicated upon grounds other than, and would have been taken absent, the employee's or person's exercise of rights protected by this section.

(11) EXISTING RIGHTS.—Sections [112.3187](#)-[112.31895](#) do not diminish the rights, privileges, or remedies of an employee under any other law or rule or under any collective bargaining agreement or employment contract; however, the election of remedies in s. [447.401](#) also applies to whistle-blower actions.

History.—ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 86-233; s. 1, ch. 91-285; s. 12, ch. 92-316; s. 1, ch. 93-57; s. 702, ch. 95-147; s. 1, ch. 95-153; s. 15, ch. 96-410; s. 20, ch. 99-333; s. 2, ch. 2002-400.

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b. All or a portion of the matters under investigation or inquiry are active criminal intelligence information or active criminal investigative information as defined in s. [119.011](#).

2. Notwithstanding sub-subparagraph 1.a., an investigation ceases to be active when:

a. The written report required under s. [112.3189\(9\)](#) has been sent by the Chief Inspector General to the recipients named in s. [112.3189\(9\)](#);

b. It is determined that an investigation is not necessary under s. [112.3189\(5\)](#); or

c. A final decision has been rendered by the local government or by the Division of Administrative Hearings pursuant to s. [112.3187\(8\)\(b\)](#).

3. Notwithstanding paragraphs (a), (b), and this paragraph, information or records received or produced under this section which are otherwise confidential under law or exempt from disclosure under chapter 119 retain their confidentiality or exemption.

4. Any person who willfully and knowingly discloses information or records made confidential under this subsection commits a misdemeanor of the first degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

History.—s. 6, ch. 90-247; s. 1, ch. 91-150; s. 3, ch. 91-285; s. 2, ch. 93-57; s. 1, ch. 95-136; s. 2, ch. 95-153; s. 1, ch. 95-166; ss. 36, 37, ch. 96-406; s. 21, ch. 99-333.

¹**Note.**—As amended by s. 1, ch. 95-166, s. 2, ch. 95-153, and s. 36, ch. 96-406; this version of paragraph (2)(a) was also amended by s. 21, ch. 99-333. For a description of multiple acts in the same session affecting a statutory provision, see preface to the *Florida Statutes*, “Statutory Construction.” This section was also amended by s. 1, ch. 95-136, and s. 37, ch. 96-406, and that version reads:

112.3188 Confidentiality of information given to the Chief Inspector General and agency inspectors general.—

(1) The identity of any individual who discloses in good faith to the Chief Inspector General or an agency inspector general information that alleges that an employee or agent of an agency or independent contractor has violated or is suspected of having violated any federal, state, or local law, rule, or regulation, thereby creating and presenting a substantial and specific danger to the public’s health, safety, or welfare or has committed or is suspected of having committed an act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, or gross neglect of duty is exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution and shall not be disclosed to anyone other than a member of the Chief Inspector General’s or agency inspector general’s staff without the written consent of the individual, unless the Chief Inspector General or agency inspector general determines that:

(a) The disclosure of the individual’s identity is necessary to prevent a substantial and specific danger to the public’s health, safety, or welfare or to prevent the imminent commission of a crime, provided that such information is disclosed only to persons who are in a position to prevent the danger to the public’s health, safety, or welfare or to prevent the imminent commission of a crime;

(b) The disclosure of the individual’s identity is unavoidable and absolutely necessary during the course of the inquiry or investigation; or

(c) The disclosure of the individual’s identity is authorized as a result of the individual consenting in writing to attach general comments signed by such individual to the final report required pursuant to s. 112.3189(6)(b).

(2)(a) Except as specifically authorized by s. 112.3189 and except as provided in subsection (1), all information received by the Chief Inspector General or an agency inspector general or information produced or derived from fact-finding or other investigations conducted by the Department of Legal Affairs, the Office of the Public Counsel, or the Department of Law Enforcement is confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution for an initial period of not more than 30 days during which time a determination is made whether an investigation is required pursuant to s. 112.3189(5)(a) and, if an investigation is determined to be required, until the investigation is closed or ceases to be active. For the purposes of this subsection, an investigation is active while such investigation is being conducted with a reasonable good faith belief that it may lead to the filing of administrative, civil, or criminal charges. An investigation does not cease to be active so long as the Chief Inspector General or the agency inspector general is proceeding with reasonable dispatch and there is a good faith belief that action may be initiated by the Chief Inspector General or agency inspector general or other administrative or law enforcement agency. Except for active criminal intelligence or criminal investigative information as defined in s. 119.011, and except as otherwise provided in this section, all information obtained pursuant to this subsection shall become available to the public when the investigation is closed or ceases to be active. An investigation is closed or ceases to be active when the final report required pursuant to s. 112.3189(9) has been sent by the Chief Inspector General to the recipients specified in s. 112.3189(9) (c).

(b) Information deemed confidential under this subsection may be disclosed by the Chief Inspector General or agency inspector general receiving the information if the Chief Inspector General or agency inspector general determines that the disclosure of the information is absolutely necessary to prevent a substantial and specific danger to the public’s health, safety, or welfare or to prevent the imminent commission of a crime, and such information may be disclosed only to persons who are in a position to prevent the danger to the public’s health, safety, or welfare or to prevent the imminent commission of a crime based on the disclosed information.

(3) Information or records obtained under this section which are otherwise confidential under law or exempt from disclosure shall retain their confidentiality or exemption.

(4) Any person who willfully and knowingly discloses information or records made confidential under this section commits a misdemeanor of the first degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

2021 Florida Statutes (Including 2021B Session)

<p><u>Title X</u> PUBLIC OFFICERS, EMPLOYEES, AND RECORDS</p>	<p><u>Chapter 112</u> PUBLIC OFFICERS AND EMPLOYEES: GENERAL PROVISIONS</p> <p><u>Entire Chapter</u></p>	<p>SECTION 31895 Investigative procedures in response to prohibited personnel actions.</p>
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112.31895 Investigative procedures in response to prohibited personnel actions.—

(1) COMPLAINT.—

(a) If a disclosure under s. [112.3187](#) includes or results in alleged retaliation by an employer, the employee or former employee of, or applicant for employment with, a state agency, as defined in s. [216.011](#), that is so affected may file a complaint alleging a prohibited personnel action, which complaint must be made by filing a written complaint with the Office of the Chief Inspector General in the Executive Office of the Governor or the Florida Commission on Human Relations, no later than 60 days after the prohibited personnel action.

(b) Within 5 working days after receiving a complaint under this section, the office or officer receiving the complaint shall acknowledge receipt of the complaint and provide copies of the complaint and any other preliminary information available concerning the disclosure of information under s. [112.3187](#) to each of the other parties named in paragraph (a), which parties shall each acknowledge receipt of such copies to the complainant.

(2) FACT FINDING.—The Florida Commission on Human Relations shall:

(a) Receive any allegation of a personnel action prohibited by s. [112.3187](#), including a proposed or potential action, and conduct informal fact finding regarding any allegation under this section, to the extent necessary to determine whether there are reasonable grounds to believe that a prohibited personnel action under s. [112.3187](#) has occurred, is occurring, or is to be taken.

(b) Within 180 days after receiving the complaint, provide the agency head and the complainant with a fact-finding report that may include recommendations to the parties or proposed resolution of the complaint. The fact-finding report shall be presumed admissible in any subsequent or related administrative or judicial review.

(3) CORRECTIVE ACTION AND TERMINATION OF INVESTIGATION.—

(a) The Florida Commission on Human Relations, in accordance with this act and for the sole purpose of this act, is empowered to:

1. Receive and investigate complaints from employees alleging retaliation by state agencies, as the term “state agency” is defined in s. [216.011](#).

2. Protect employees and applicants for employment with such agencies from prohibited personnel practices under s. [112.3187](#).

3. Petition for stays and petition for corrective actions, including, but not limited to, temporary reinstatement.

4. Recommend disciplinary proceedings pursuant to investigation and appropriate agency rules and procedures.

5. Coordinate with the Chief Inspector General in the Executive Office of the Governor and the Florida Commission on Human Relations to receive, review, and forward to appropriate agencies, legislative entities, or the Department of Law Enforcement disclosures of a violation of any law, rule, or regulation, or disclosures of gross mismanagement, malfeasance, misfeasance, nonfeasance, neglect of duty, or gross waste of public funds.

6. Review rules pertaining to personnel matters issued or proposed by the Department of Management Services, the Public Employees Relations Commission, and other agencies, and, if the Florida Commission on Human Relations finds that any rule or proposed rule, on its face or as implemented, requires the commission of a prohibited personnel practice, provide a written comment to the appropriate agency.

7. Investigate, request assistance from other governmental entities, and, if appropriate, bring actions concerning, allegations of retaliation by state agencies under subparagraph 1.

8. Administer oaths, examine witnesses, take statements, issue subpoenas, order the taking of depositions, order responses to written interrogatories, and make appropriate motions to limit discovery, pursuant to investigations under subparagraph 1.

9. Intervene or otherwise participate, as a matter of right, in any appeal or other proceeding arising under this section before the Public Employees Relations Commission or any other appropriate agency, except that the Florida Commission on Human Relations must comply with the rules of the commission or other agency and may not seek corrective action or intervene in an appeal or other proceeding without the consent of the person protected under ss. [112.3187-112.31895](#).

10. Conduct an investigation, in the absence of an allegation, to determine whether reasonable grounds exist to believe that a prohibited action or a pattern of prohibited action has occurred, is occurring, or is to be taken.

(b) Within 15 days after receiving a complaint that a person has been discharged from employment allegedly for disclosing protected information under s. [112.3187](#), the Florida Commission on Human Relations shall review the information and determine whether temporary reinstatement is appropriate under s. [112.3187\(9\)\(f\)](#). If the Florida Commission on Human Relations so determines, it shall apply for an expedited order from the appropriate agency or circuit court for the immediate reinstatement of the employee who has been discharged subsequent to the disclosure made under s. [112.3187](#), pending the issuance of the final order on the complaint.

(c) The Florida Commission on Human Relations shall notify a complainant of the status of the investigation and any action taken at such times as the commission considers appropriate.

(d) If the Florida Commission on Human Relations is unable to conciliate a complaint within 35 days after providing the agency head and complainant with the fact-finding report, the Florida Commission on Human Relations shall terminate the investigation. Upon termination of any investigation, the Florida Commission on Human Relations shall notify the complainant and the agency head of the termination of the investigation, providing a summary of relevant facts found during the investigation and the reasons for terminating the investigation. A written statement under this paragraph is presumed admissible as evidence in any judicial or administrative proceeding but is not admissible without the consent of the complainant.

(e)1. The Florida Commission on Human Relations may request an agency or circuit court to order a stay, on such terms as the court requires, of any personnel action for 45 days if the Florida Commission on Human Relations determines that reasonable grounds exist to believe that a prohibited personnel action has occurred, is occurring, or is to be taken. The Florida Commission on Human Relations may request that such stay be extended for appropriate periods of time.

2. If, in connection with any investigation, the Florida Commission on Human Relations determines that reasonable grounds exist to believe that a prohibited action has occurred, is occurring, or is to be taken which requires corrective action, the Florida Commission on Human Relations shall report the determination together with any findings or recommendations to the agency head and may report that determination and those findings and recommendations to the Governor and the Chief Financial Officer. The Florida Commission on Human Relations may include in the report recommendations for corrective action to be taken.

3. If, after 35 days, the agency does not implement the recommended action, the Florida Commission on Human Relations shall terminate the investigation and notify the complainant of the right to appeal under subsection (4), or may petition the agency for corrective action under this subsection.

4. If the Florida Commission on Human Relations finds, in consultation with the individual subject to the prohibited action, that the agency has implemented the corrective action, the commission shall file such finding with the agency head, together with any written comments that the individual provides, and terminate the investigation.

(f) If the Florida Commission on Human Relations finds that there are no reasonable grounds to believe that a prohibited personnel action has occurred, is occurring, or is to be taken, the commission shall terminate the investigation.

(g)1. If, in connection with any investigation under this section, it is determined that reasonable grounds exist to believe that a criminal violation has occurred which has not been previously reported, the Florida Commission on Human Relations shall report this determination to the Department of Law Enforcement and to the state attorney having jurisdiction over the matter.

2. If an alleged criminal violation has been reported, the Florida Commission on Human Relations shall confer with the Department of Law Enforcement and the state attorney before proceeding with the investigation of the prohibited personnel action and may defer the investigation pending completion of the criminal investigation and proceedings. The Florida Commission on Human Relations shall inform the complainant of the decision to defer the investigation and, if appropriate, of the confidentiality of the investigation.

(h) If, in connection with any investigation under this section, the Florida Commission on Human Relations determines that reasonable grounds exist to believe that a violation of a law, rule, or regulation has occurred, other than a criminal violation or a prohibited action under this section, the commission may report such violation to the head of the agency involved. Within 30 days after the agency receives the report, the agency head shall provide to the commission a certification that states that the head of the agency has personally reviewed the report and indicates what action has been or is to be taken and when the action will be completed.

(i) During any investigation under this section, disciplinary action may not be taken against any employee of a state agency, as the term “state agency” is defined in s. [216.011](#), for reporting an alleged prohibited personnel action that is under investigation, or for reporting any related activity, or against any employee for participating in an investigation without notifying the Florida Commission on Human Relations.

(j) The Florida Commission on Human Relations may also petition for an award of reasonable attorney’s fees and expenses from a state agency, as the term “state agency” is defined in s. [216.011](#), pursuant to s. [112.3187](#)(9).

(4) RIGHT TO APPEAL.—

(a) Not more than 21 days after receipt of a notice of termination of the investigation from the Florida Commission on Human Relations, the complainant may file, with the Public Employees Relations Commission, a complaint against the employer-agency regarding the alleged prohibited personnel action. The Public Employees Relations Commission shall have jurisdiction over such complaints under ss. [112.3187](#) and [447.503](#)(4) and (5).

(b) Judicial review of any final order of the commission shall be as provided in s. [120.68](#).

History.—s. 14, ch. 92-316; s. 4, ch. 93-57; s. 703, ch. 95-147; s. 22, ch. 99-333; s. 130, ch. 2003-261; s. 7, ch. 2020-153.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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From: [Ambadi, Smita](#)
To: [Jim Rostek](#)
Subject: [e] RE: Hazard Mitigation Grant
Date: Tuesday, September 19, 2023 12:13:13 PM
Attachments: 2023 LMS Advertis (TTY: 888.878.8642 Sec. No. 2020-12.pdf; FEMA Approval Transmittal MadeiraBeach.07.21.20.pdf; FEMA Pinellas Approval MadeiraBeach.07.14.20.pdf)

Good afternoon Mayor Rostek,

Thank you for reaching out.

The City of Madeira Beach is already a part of the Local Mitigation Strategy (LMS) program.

Through this program, we get access to hazard mitigation grant funds (both pre and post-disaster) that FEMA provides. Currently all municipalities in Pinellas County (including Madeira Beach) and the County, are a part of the Local Mitigation Strategy. Under this program, we maintain the LMS Plan that needs to be updated every 5 years. The LMS plan serves as the County's and the municipality's hazard mitigation plan. For those municipalities that participate in the National Flood Insurance Program, the LMS Plan also serves as their Floodplain Management Plan.

I have attached, City of Madeira Beach's last resolution adopting the LMS Plan as well as the notification from FEMA and the State (Florida Department of Emergency Management) approving it.

All jurisdictions who have adopted the LMS Plan, are eligible to apply for hazard mitigation funding, when it becomes available.

- Staff from Madeira Beach have been actively participating in the LMS for many years. We usually have quarterly meetings and we have staff from the city who have been attending these meetings. Here's a list of staff that have been on the LMS Working Group:

Madeira Beach	Portal, Linda	Primary Member	lportal@madeirabeachfl.gov	727-391-9951 ext. 255
Madeira Beach	Wepfer, Megan	Alternate Member	mwepfer@madeirabeachfl.gov	727-391-9951 ext. 401
Madeira Beach	Rowan, Jenny	Alternate Member	jrowan@madeirabeachfl.gov	727-391-9951 ext. 283

- Here's the link to the Pinellas County's LMS webpage: [Pinellas County Local Mitigation Strategy - LMS home \(pinellaslms.org\)](#)

Please let me know, if you have additional questions. I would be happy to talk about this.

Thanks,

Smita+

Smita Ambadi, AICP, LEED AP, SCPM
Principal Planner, Planning Division,
Pinellas County Housing and Community Development
310 Court Street,
Clearwater, FL 33756
Direct: (727) 464-8221
Main: (727) 464-8200
sambadi@pinellas.gov

From: Jim Rostek <JRostek@madeirabeachfl.gov>
Sent: Tuesday, September 19, 2023 10:28 AM
To: Ambadi, Smita <sambadi@pinellas.gov>
Subject: Hazard Mitigation Grant

CAUTION: This message has originated from outside of the organization. **Do not** click on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe.

Good morning,

I am the Mayor of Madeira Beach. Would you please either call me at 727-439-5562. Or provide me with the information of how our City can be added to this program, (hazard mitigation program) and its specifics.

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

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

RESOLUTION 2020-12

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, ADOPTING THE 2020 PINELLAS COUNTY LOCAL MITIGATION STRATEGY; SUPERCEDING RESOLUTION 2015-10; ADOPTING THE LOCAL MITIGATION STRATEGY AS THE CITY OF MADEIRA BEACH FLOODPLAIN MANAGEMENT PLAN; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City of Madeira Beach is located in Pinellas County, in an area that is vulnerable to natural and man-made disasters; and

WHEREAS, the City of Madeira Beach supports efforts to make our community more disaster-resistant, thereby reducing the costs of disasters, preventing or mitigating their impact to our residents, and reducing time needed for recovery; and

WHEREAS, the Local Mitigation Strategy represents a unified county-wide strategy toward a more disaster resistant community; and

WHEREAS, the Local Mitigation Strategy provides the consistent framework for future pre-disaster mitigation efforts and post-disaster redevelopment, regardless of the type of future threat faced by our community; and

WHEREAS, the Local Mitigation Strategy includes a section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle; and

WHEREAS, the first unified county-wide Local Mitigation Strategy was adopted by the Board of County Commissioners in 1999, and

WHEREAS, Pinellas County established a website (www.pinellaslms.org) and a copy of the plan is available through the City website (www.madeirabeachfl.gov); and

WHEREAS, the Board of Commissioners has previously approved three five-year updates to the Local Mitigation Strategy (Resolution 05.14, Resolution 10.10 and Resolution 2015-10), and

WHEREAS, after a review and update period, the Executive Summary of the 2020 draft Local Mitigation Strategy has been placed on the LMS public website and copies of the Plan are available upon request to the Planning Department in order to obtain public comment regarding the plan pursuant to Federal Regulations; and

WHEREAS, the City of Madeira Beach participated in the 2020 update of the Local Mitigation Strategy included the 10-step planning process which is consistent with FEMA's multi-hazard mitigation planning regulations pursuant to the Disaster Mitigation Act of 2000

and serves as the County’s Floodplain Management Plan; and

WHEREAS, a Multi-Jurisdictional Program for Public Information (Attachment A) has been included in Appendix H of the Local Mitigation Strategy to satisfy the floodplain management requirements of the City’s and the County’s Community Rating System (CRS Activity 330); and

WHEREAS, participation in the Community Rating System provides benefits to homeowners by providing a reduction in flood policy costs; and

WHEREAS, city staff assisted, and Madeira Beach citizens participated in two publicly noticed workshops were held at a central location in Pinellas County on March 21st, and October 17th, 2019 to inform the public and obtain public comments; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City Madeira Beach, Florida, as follows:

SECTION 1. That the Board hereby adopts the 2020 Pinellas County Local Mitigation Strategy developed by the Local Mitigation Strategy Workgroup, and effect from May 6, 2020 through May 5, 2025, a copy of which is on file in the Community Development Department and is deemed incorporated by reference herein as Exhibit A.

SECTION 2. That the Local Mitigation Strategy be adopted as the City’s floodplain Management Plan required under the Community Rating System.

SECTION 3. That this Resolution supersedes Resolution 2015-10.

SECTION 4. That this resolution shall become effective immediately upon its adoption.

INTRODUCED AND ADOPTED by the Board of Commissioners of the City of Madeira Beach, Pinellas County, Florida, on the 8th day of July 2020.

C.W. 30th June

John B. Hendricks
John B. Hendricks, Mayor

ATTEST:

Clara VanBlargan
Clara VanBlargan, City Clerk



U. S. Department of Homeland Security
Region IV
3003 Chamblee Tucker Road
Atlanta, GA 303



FEMA

July 14, 2020

Mr. Miles Anderson
State Hazard Mitigation Officer
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Reference: Local Mitigation Strategy: Pinellas County

Dear Mr. Anderson:

We are pleased to inform you that the Pinellas County FL Local Mitigation Strategy (LMS) Plan Update is in compliance with the Federal hazard mitigation planning requirements resulting from the Disaster Mitigation Act of 2000 as contained in 44 CFR 201.6. This plan is approved for a period of five (5) years to May 5, 2025. This letter is to confirm that the following jurisdictions are approved under the Pinellas County FL Local Mitigation Strategy Update in accordance with Program Administration by States (PAS) requirements, effective May 5, 2020 as follows:

Submitted and originally approved as of May 5, 2020 which established the five-year period for the Plan:

- Town of Belleair

Jurisdictions added as of July 14, 2020:

- City of Madeira Beach
- City of Belleair Bluffs
- City of Treasure Island
- Town of Indian Shores

The approved participating jurisdictions are hereby eligible applicants through the State for the following mitigation grant programs administered by the Federal Emergency Management Agency (FEMA):

- Hazard Mitigation Grant Program (HMGP)
- Pre-Disaster Mitigation (PDM)
- Flood Mitigation Assistance (FMA)

National Flood Insurance Program (NFIP) participation is required for some programs.

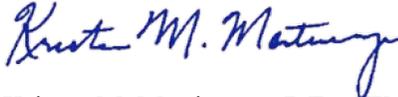
We commend the participants in the Pinellas County FL LMS Plan Update for the development of a solid, workable plan that will guide hazard mitigation activities over the coming years. Please note that all requests for funding will be evaluated individually according to the specific eligibility and other requirements of the particular program under which the application is submitted. For example, a specific mitigation activity or project identified in the plan may not meet the eligibility requirements for FEMA

funding, and even eligible mitigation activities are not automatically approved for FEMA funding under any of the aforementioned programs.

We strongly encourage each Community to perform an annual review and assessment of the effectiveness of their hazard mitigation plan; however, a formal plan update is required at least every five (5) years. We also encourage each Community to conduct a plan update process within one (1) year of being included in a Presidential Disaster Declaration or of the adoption of major modifications to their local Comprehensive Land Use Plan or other plans that affect hazard mitigation or land use and development. When the plan is amended or revised, it must be resubmitted through the State as a “plan update” and is subject to a formal review and approval process by our office. If the plan is not updated prior to the required five (5) year update, please ensure that the draft update is submitted at least six (6) months prior to expiration of this plan approval.

The State and the participants in the Pinellas County FL LMS should be commended for their close coordination and communications with our office in the review and subsequent approval of the plan. If you or Pinellas County have any questions or need any additional information please do not hesitate to contact Gabriela Vigo, of the Hazard Mitigation Assistance Branch, at (229) 225-4546 or Darlene Booker, of my staff, at (770) 220-5404.

Sincerely,



Kristen M. Martinenza, P.E., CFM
Branch Chief
Risk Analysis
FEMA Region IV



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

July 21, 2020

Cathie Perkins, Director
Pinellas County Emergency Management
10750 Ulmerton Rd, Bldg. 1, Ste. 267
Largo, FL 33778

Re: Local Hazard Mitigation Plan Approval Notification

Dear Director Perkins,

Congratulations! The enclosed letter constitutes the Federal Emergency Management Agency's (FEMA) formal approval of the Pinellas County Local Mitigation Strategy (LMS) plan for the following participating jurisdictions:

City of Madeira Beach
City of Belleair Bluffs
Town of Treasure Island
Town of Indian Shores

The plan has been approved for a period of five (5) years and will expire again on May 5, 2025.

The Mitigation Planning Unit would like to thank you for all of your hard work. It has been a pleasure working with you and we look forward to serving you in the future. If you have any questions regarding this matter, please contact your LMS Liaison Dan Curcio at Daniel.Curcio@em.myflorida.com or 850-815-4504.

Respectfully,

Miles E. Anderson

Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation,
email=Miles.anderson@em.myflorida.com, c=US
Date: 2020.07.22 10:41:09 -04'00'

Miles E. Anderson,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA/dc

Attachments: 07/14/20 FEMA Approval Letter for City of Madeira Beach



What is mitigation?

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

- o Structure Acquisition & Demolition (Buyout)
- o Structure Elevation
- o Structure Wind Retrofit

Is there grant funding for mitigation projects?

There are two federal mitigation grant programs and one state mitigation grant program that the Florida Division of Emergency Management (FDEM) administers under which residential projects are eligible. Each of these programs are cost-reimbursement grants and may have a cost-share requirement. This means that a property owner would be responsible for paying 100 percent of the costs up front and as approved project work is completed and proper documentation is submitted, the property owner would be reimbursed based upon the cost-share of the program. Below is an overview of each program.

Hazard Mitigation Grant Program (HMGP)

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

Flood Mitigation Assistance (FMA)

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

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

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

Hurricane Loss Mitigation Program (HLMP)

This program is funded annually by the Florida Catastrophe Fund and can fund mitigation activities on residential structures, such as wind retrofits and flood mitigation. Eligible applicants are local governments or non-profits. If a local government or non-profit is interested in applying for their community, individuals would coordinate directly with the local community or non-profit. This program is 100 percent state funded and there is no local cost-share requirement.

Learn more at <https://www.floridadisaster.org/dem/mitigation/hurricane-loss-mitigation-program/>.

Things to remember and next steps:

These grant programs are not emergency recovery or repair programs. For any of these programs, project work cannot begin until the project has been reviewed, approved, and a contract has been executed.

In Florida, each county has a Local Mitigation Strategy (LMS) Working Group. These groups are made up of community stakeholders and are responsible for coordinating mitigation within the county, including maintaining the Local Mitigation Strategy plan and a prioritized project list. For each of these programs, a resident cannot directly apply for funding and the local government would have to agree to apply their behalf and (if approved) manage the residential project.

If you are interested in pursuing mitigation grant funding, the next step is to contact your county LMS Working Group to find the mitigation grant point of contact for your jurisdiction (based on the address of the relevant property) and explain what you are interested in doing. That person will be able to tell you if the local government is willing and able to apply for and manage the project. It is within the local government discretion whether or not to take on a residential mitigation project.

For your county's LMS Working Group contact, email your information to residentialmitigation@em.myflorida.com.



What is mitigation?

Mitigation is the reduction or elimination of potential risk to life and/or property. Mitigation is a cost-effective way to avoid future damage from disasters, such as flooding or high winds. Some mitigation projects are designed to protect life safety during a high wind event, such as safe rooms.

Is there grant funding for safe room projects?

There is one federal mitigation grant program that the Florida Division of Emergency Management (FDEM) administers under which residential safe room projects are eligible.

Hazard Mitigation Grant Program (HMGP)

This program is federally funded and becomes available after a major disaster declaration. It is a cost-reimbursement grant and has a cost-share requirement of 75 percent federal and 25 percent non-federal. This means that a property owner would be responsible for paying 100 percent of the costs up front and as approved project work is completed and proper documentation is submitted, the property owner would be reimbursed up to 75 percent of the total projects cost.

Learn more at <https://www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/>.

Things to remember:

For this program, project work cannot begin until the project has been reviewed, approved, and a contract has been executed. Should any work begin before an executed contract, FEMA will not proceed with approving the project and awarding funding.

Safe rooms can be built into an existing structure or as a separate unit. Any safe room funded with federal dollars for the purpose of life safety will need to be compliant with FEMA P-361 criteria (can be found at link below). It's important to note this because FEMA distinguishes clearly between shelters and safe rooms. Shelters are designed for housing displaced residents after an incident, while safe rooms are intended for immediate life safety during a high-wind event.

<https://www.fema.gov/safe-rooms>

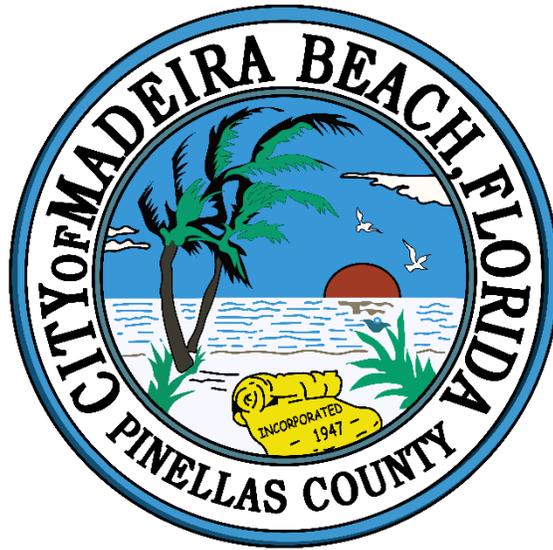
<https://www.fema.gov/emergency-managers/risk-management/safe-rooms/resources>

Next steps:

In Florida, each county has a Local Mitigation Strategy (LMS) Working Group. These groups are made up of community stakeholders and are responsible for coordinating mitigation within the county, including maintaining the Local Mitigation Strategy plan and a prioritized project list. Under the HMGP, a resident cannot directly apply for funding and the local government would have to agree to apply their behalf and (if approved) manage the residential project.

If you are interested in pursuing mitigation grant funding for a residential safe room, the next step is to contact your county LMS Working Group to find the mitigation grant point of contact for your jurisdiction (based on the address of the relevant property) and explain what you are interested in doing. That person will be able to tell you if the local government is willing and able to apply for and manage the project. It is within the local government discretion whether or not to take on a residential mitigation project.

For your county's LMS Working Group contact, email your information to residentialmitigation@em.myflorida.com



City of Madeira Beach

Request for Qualifications RFQ **No.** TBD

Urban Design Services to Create and Implement a City Master Plan

Due by 3:00 pm TBD

City Hall

300 Municipal Drive

Madeira Beach, Florida 33708

Request for Qualifications For Urban Design Services to Create and Implement a City Master Plan

1. PURPOSE & INTRODUCTION

The purpose of this Request for Qualifications (RFQ) is for The City of Madeira Beach to receive responses from qualified firms capable of providing Consulting Services for assistance to create and implement the Master Plan pursuant to, and in compliance with, the requirements of F.S. 287.055.

The city will be selecting **one (1)** firm to serve as a Planning Consultant for to update and implement the Master Plan. The consulting firm shall assist the City towards solutions in Urban Planning and designate the approach or technique to be used towards accomplishment of the City's objective for the Master Plan. The firm's services may include, but not be limited to, planning, design, surveys, and transportation.

SCOPE OF WORK

The scope includes general requirements for the planning process and is not intended to be a comprehensive list of all tasks and deliverables. Applicants should provide specific recommendations for approaches, tasks, and deliverables based upon their expertise from past work on Master Plan projects.

The consultant will be expected to carry out the following services:

- 1. Data Collection and Analysis:** Collection, review, and analysis of relevant data. This may include demographic, socio-economic, environmental, and land use data, among others.
- 2. Community Engagement:** Design and implement a comprehensive community engagement strategy that includes a diverse range of stakeholders. This should include public meetings, surveys, workshops, and digital engagement tools.
- 3. Visioning and Goal Setting:** Work with the City and community to develop a shared vision for the future, along with associated goals and objectives.
- 4. Plan Development:** Develop a Master Plan document that includes sections on land use, transportation, resiliency, design, and others, as deemed appropriate.
- 5. Implementation Strategy:** Develop a clear and actionable implementation strategy that includes responsibilities, timelines, potential funding sources, and performance measures.
- 6. Plan Adoption:** Assist the City with the plan adoption process, including presentations to the Planning Commission, Board of Commission, and other key stakeholders.

The following will be desired areas of emphasis for the Master Plan Update:

Land Use: Statement of standards of population density and building intensity recommended for land use categories covered by the plan, programs and policies that the City may use to promote compact form development activity and locations where these patterns should be encouraged, policies that address maintaining a broad variety of land uses, including the range of uses existing in the City, policies that address floodplain management, and resiliency, and fire safe development, identification of sources of aggregates and inclusion of policies to preserve currently identified aggregates and to avoid incompatible land uses, comprehensive review of the Madeira Beach Land Development Regulations and Comprehensive Plan.

Graphics: Graphics that support and enhance text, including charts, renderings, images, photographs, maps, etc.

IV. EXPERIENCE

Interested firms must demonstrate:

1. Extensive experience in the field of planning, especially focused on the creation and implementation of Master plans.
2. A proven record of successful community engagement.
3. Understanding unique challenges and opportunities facing barrier island communities, specifically Madeira Beach.
4. Experience working with municipalities in the floodplain in Florida, preferably in Pinellas County and/or with barrier islands.
5. An ability to complete the project within the required timeframe.
6. Demonstrated capacity to work effectively with diverse stakeholders.
7. Knowledge of sustainable and resilient planning practices.

2. CALENDER OF EVENTS

- Request for Qualifications (RFQ) release: Date TBD
- RFQ submittal date, no later than 3:00 PM: Date TBD
- Evaluation committee review: Date TBD
- Evaluation committee recommendation: Date TBD
- Interviews (**if necessary**): Date TBD
- Selection/recommendation to Commissioners for award: Date TBD

3. QUALIFICATIONS

Statements of Qualifications will be considered from firms normally engaged in implementing the service requested. The responding firm shall present their statement of qualifications as outlined in the submission of submittals section of this document. Respondents must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City of Madeira Beach. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms, and conditions of the Contract. The City of Madeira Beach will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all Statements of Qualifications where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.

4. SUBMISSION OF SUBMITTALS

The purpose of this section is to provide information related to the qualifications of interested firms to perform the service requested herein. Response to all subsets of this section is mandatory. Failure to provide the requested information may result in the Statement firm's submission being deemed non-responsive. A non-responsive submittal will not receive further consideration. Upon submission, all submittals become the property of the City of Madeira Beach and are subject to public records laws. All expenses, including travel expenses for interviews, incurred in the preparation of the submittal shall be borne by the Respondent.

The following information shall be provided in the order detailed:

- a. **Title Page** - List the RFQ subject, the name of the firm, local address, telephone number, name of contact person and date, e-mail address of contact person.
- b. **Table of Contents** – Include a clear identification of the material included in the submittal by page number.
- c. **Letter of Interest** – Limit one (1) page. Make a positive commitment to perform the required work. Also provide the name(s) of the person(s) who will be authorized to make representation for your firm, their title, telephone number, and e-mail address.
- d. **Project Specific Statement of Qualifications and Profile of Firm** – Limit eight (8) pages. State the size of staff, number of registered professionals and overall experience of the assigned staff for this assignment. Include technical background, experience information, and other applicable data on proposed personnel and any proposed sub-consultants. Include an organizational chart of project team and describe communication processes to be used within the project team. Give the location of the office from which the work is to be done.
- e. **Services Approach** – Limit six (6) pages. Include a general synopsis of the firm's approach and understanding of the work required. Include the firm's Quality Assurance Control program or policy.
- f. **References** - Limit ten (10) pages. Provide information for those projects which have been successfully completed which are like those required under this assignment. Please include projects recently completed within the last five (5) years. Additionally, document that the respondent has been awarded and provided services for five (5) contracts to other local governments similar to this contract within the last five (5) years.
 - o References shall include:
 - o Client name, address, phone number, e-mail address.
 - o Description of the scope of the work.
 - o Month and Year the project was started and completed.
 - o Total cost and professional service fees paid.
 - o Role of the firm and the responsibilities.
- g. **Insurance Requirements** – Provide proof of insurance in accordance with the insurance requirements section included in this RFQ.

Attachments (additional exhibits) to the proposal are acceptable; however, any attachments provided do not take the place of the written proposal requirements as listed above. Full resumes are to be attached as exhibits to the proposal.

5. CONTACT INFORMATION

Please direct all technical inquiries concerning this Request for Qualifications in writing to the following City representative. Questions must be submitted by five (5) days prior to the proposal due date.

Robin I. Gomez
 City Manager
 300 Municipal Dr.
 Madeira Beach, Florida 33708
 Phone: (727) 391-9951 Ext 227
 E-Mail: rgomez@madeirabeachfl.gov

Jenny Rowan, CFM
 Community Development Director
 300 Municipal Dr.
 Madeira Beach, Florida 33708
 (727) 391-9951 Ext 255
 E-Mail: jrowan@madeirabeachfl.gov

6. SUBMITTAL PROCEDURES:

Firms shall submit one (1) original submittal, five (5) copies and one (1) electronic copy (USB- PDF Format). Responses must be submitted by the date and time indicated below. Statements of Qualifications not submitted by that time will be refused. Statements of Qualifications shall not be valid unless sealed in a single envelope or box marked:

“Urban Design Services to Create and Implement a City Master Plan” and received by:

City of Madeira Beach City Clerk’s Office
 300 Municipal Drive
 Madeira Beach, FL 33708

Request for Qualifications will be received until 3:00PM on Date TBD, at the office of the City Clerk, City of Madeira Beach, Florida 33708. TBD

7. EVALUATION AND SELECTION OF CONSULTANT

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

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

Selection Criteria are as follows:

- Qualification of the Project Team
- Quality Assurance Control Program/Policy
- Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the city
- Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts
- Consultants demonstrated understanding of the City of Madeira Beach's infrastructure
- Location of Firm

8. CITY RESERVES THE RIGHT TO REJECT ALL BIDS

The City reserves the right to reject all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be in the best interest of the City. The City of Madeira Beach reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this Request for Qualifications as best serves the needs of the City.

9. DESIGNATED CONTACT

The awarded firm(s) shall appoint a person to act as a primary contact with the City. This person or back-up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms of the Contract.

10. INSURANCE REQUIREMENTS

Include in Qualifications proof of Insurance furnished by the firm's carrier to guarantee the engineering firm is insured.

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

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

Owner's and Consultant's Protective Liability.

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

- Full Workers Comprehensive Insurance required by Florida Law for all people employed by the contractor to perform work on this project

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

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

11. INDEMNIFICATION

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

12. 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 of Madeira Beach will apply.

13. PROJECT RECORDS

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract and Florida Statutes chapter 119. These records shall be kept in accordance with generally accepted accounting methods, and the City of Madeira Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (.PDF, .JPEG) on an USB storage device.

14. 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.

15. NO COLLUSION

By offering a submission to this Request for Qualifications, 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.

16. TERMINATION

The resulting contract may be canceled by the City when:

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

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

17. 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 work severe hardship upon the respondent.
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent.
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- e. The respondent submits documentation and an explanation of how the error was made.

18. TAXES, FEES, CODES, LICENSING

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

19. COMPLIANCE WITH ALL APPLICABLE LAWS

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

20. ATTACHMENTS

Design Services Agreement CONSULTANT shall provide CITY consulting, engineering, or design services in accordance with this Agreement.

Florida Public Entity Crimes Act Prior to, and during the term of any contract with the City, the City requires that CONSULTANT shall comply with The Florida Public Entity Crimes Act, §287.133, Fla.

Stat. All Proposals and contracts shall include a complete and sworn statement pursuant to §287.133(3)(a), Fla. Stat., attached hereto as Exhibit A.

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

DESIGN SERVICES AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 2023, by and between the CITY OF MADEIRA BEACH, FLORIDA, (hereinafter referred to as "CITY"), and _____, a Florida Corporation (hereinafter referred to as "CONSULTANT").

WHEREAS, CITY desires to engage a firm to provide professional consulting, engineering OR design services for the project hereafter described;

WHEREAS, CITY desires to engage CONSULTANT to provide consulting, engineering and design services upon the Scope of Services to be issued subsequent to the execution of this agreement;

WHEREAS, CONSULTANT is qualified and able to provide the services described herein;

WHEREAS, this agreement has been properly approved by the appropriate authority for CITY and CONSULTANT.

NOW, THEREFORE, for an in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable, and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - PROJECT

1.1 PROJECT

CONSULTANT shall provide CITY consulting, services in accordance with this Agreement and as more particularly described in the Scope of Services hereafter issued to CONSULTANT by CITY in accordance herewith (hereinafter "SERVICES"). The SERVICES shall be provided for the project more particularly described in the Scope of Services hereafter issued to CONSULTANT by CITY in accordance herewith.

1.2 PROJECT TERM AND PARAMETERS

1.2.1 - CONSULTANT shall serve as the CITY's Planning Consultant of Record for a three (3) year term with two (2) one year extension options.

1.2.2 - The consulting firm shall assist the City towards solutions to engineering problems and designate the approach or technique to be used towards accomplishment of the City's objective for each project or assignment. The firm's services may include, but not be limited to, planning, design, surveys, reviews, .

ARTICLE II - SERVICES

2.1 SCOPE OF SERVICES

2.1.1 - CONSULTANT shall provide overall concept plans, architectural designs, drawings, specifications, review, advice, mapping, planning, landscape architecture, environmental services relative to the PROJECT in accordance with the applicable Scope of Services set forth below.

- Park Design (active, passive, and coastal)
- FEMA and Floodplain Code and Ordinance Compliance

Services may include, but are not limited to some or all the following projects:

- Multimodal design: public and private realm design graphics for pedestrian, bicycle, transit, and vehicular use; Street-level renderings and visuals; Land Development code amendments that support multimodal design.
- Reviewing traffic studies.
- Impact fee studies.
- Urban design and design guidelines.
- Assistance with planning-related public outreach and workshops, including but not limited to design charrettes.
- Analysis of planning data.
- “Green” (LEED or FGBC) site design standards, land development code regulations

2.1.2 - The consulting firm(s) will be working on an as-needed basis, and this contract does not guarantee the selected consultant(s) a minimum number of projects.

2.1.3 - The City reserves the right to issue separate contracts for specific services at the city’s sole discretion

2.1.4 - The following accreditations of each firm’s employees or sub-consultants are highly desirable: AICP, AIA, ASLA, or LEED certified professionals.

2.1.5 - The selected consulting firm(s) will be working on an as-needed basis, and this contract does not guarantee the selected consultant(s) a minimum number of projects.

2.1.6 – The City reserves the right to issue separate contracts for specific services at the city’s sole discretion.

2.1.7 - One or more Scope of Services for SERVICES on the various phases of the PROJECT shall be submitted by CONSULTANT, and upon written approval by CITY, shall be incorporated herein.

2.1.8 - The SERVICES shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Work Schedule incorporated within the Scope of Services.

2.2 PROJECT STUDY AND DESIGN SERVICES

As specifically authorized by a Scope of Services approved by CITY in writing, CONSULTANT shall perform the following services:

2.2.1. - CONSULTANT shall conduct planning, engineering, field testing, investigations, and studies, and prepare engineering reports and cost estimates, pertaining to the PROJECT. CONSULTANT shall prepare the detailed design for any phase of the PROJECT that has been approved by CITY. The detailed design shall include detailed construction drawings, specifications, and contract documents suitable for inviting construction bids for each phase of the PROJECT. The SERVICES shall include the preparation of an estimate of probable cost of construction based upon completed construction plans. One (1) set of reproducible drawings and an electronic version and the number of complete sets of drawings, specifications and contract documents set forth in the Scope of Services shall be submitted to CITY by

CONSULTANT for each phase of the PROJECT. When CADD software is used on the PROJECT, CONSULTANT shall submit a copy of all drawing files on an USB, as specified by CITY, in addition to the reproducible drawings.

2.2.2 - CONSULTANT shall prepare, when requested by CITY, Design Reports for Immediate Action Improvements. Immediate Action Improvements shall include phases of a smaller nature with minimal construction costs, as outlined in the Scope of Services. Such Design Reports shall set forth the design bases, criteria, assumptions, schematics, materials, description, and equipment evaluation and preliminary selection thereof, with capacities, and such other information and material as may be appropriate to thoroughly describe the intended design. Public participation shall be utilized as appropriate and identified in the Design Report. A minimum of one (1) copy of each Design Report shall be submitted to CITY's representative. CONSULTANT shall not proceed with detailed project design until such time as CITY approves the Design Reports for said Immediate Action Improvement.

2.2.3 - CONSULTANT shall confer, as authorized, with officials of state, federal and local agencies having jurisdiction over the PROJECT, during the preparation of the drawings and specifications, and shall assist CITY in obtaining approval of the same and in obtaining required permits from and agreements with such agencies. CONSULTANT shall research the availability of, and obtain, existing records, reports, maps, plans, aerial photographs, surveys, and other data from other agencies for use on the PROJECT.

2.2.4 - CONSULTANT shall review laws, codes, and regulations applicable to the PROJECT, and shall incorporate all legal requirements, and requirements of government agencies having jurisdiction over the PROJECT, into the design thereof.

ARTICLE 3 – CITY RESPONSIBILITIES

3.1 COVENANTS BY CITY

3.1.1 - CITY shall:

3.1.1.1 Pay such fees as are due and payable to CONSULTANT, according to the schedule set forth in the Scope of Services for services authorized, in advance in writing, and properly performed.

3.1.1.2 Appoint a representative under this Agreement, with authority to authorize Work under this Agreement, transmit instructions, receive information, and transmit interpretations and definitions of the CITY'S policy and decisions pertinent to the Work covered by the applicable Scope of Services.

3.1.1.3 Make available, upon request of CONSULTANT, all existing records, reports, maps, plans, aerial photographs, surveys, or other data in CITY'S possession pertaining to the Work on the PROJECT under any Scope of Services authorized hereunder.

3.1.1.4 Make facilities and properties, under CITY'S control, available and accessible for inspection and access by CONSULTANT, for the performance of the Work hereunder.

ARTICLE 4 - ADDITIONAL SERVICES

4.3 - CONSULTANT shall, when authorized by Scope of Services, in writing, by CITY from time to time:

4.3.1 Assist CITY and serve as technical representative in meetings, correspondence and other forums as required with adjacent jurisdictions, service providers, utility customers and franchise holders.

4.3.2 Make necessary field surveys (including easement plans and description) not otherwise provided by CITY.

ARTICLE 5- PERSONNEL

5.1 CONSULTANT’S professional personnel who shall be assigned to the PROJECT shall be as set forth in the Scope of Services for each phase of the PROJECT, as designated therein.

5.2 CONSULTANT shall be the primary consultant on the PROJECT, and the following sub-consultants shall perform SERVICES hereunder, without additional compensation by CITY:

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5.3 Any of the sub-consultants may be replaced, upon agreement of the parties. Any replacement or additional sub-consultants shall be subject to CITY’S approval.

ARTICLE 6 -SCHEDULE

6.1 CONSULTANT shall proceed with the SERVICES upon receipt of CITY’S signed authorization to proceed. Following the initial planning meeting with CITY and the other design professionals on the PROJECT, CONSULTANT shall prepare a master PROJECT schedule, on a task-by-task basis, including the analysis, design and documentation work to be accomplished. CONSULTANT shall submit for CITY’S approval a schedule for the performance of the SERVICES, which shall include allowances for periods of time required for CITY’S review and approval of submissions by authorities having jurisdiction over the PROJECT. Time limits established by the schedule approved by CITY shall not be exceeded by CONSULTANT. Time is of the essence in the performance of the SERVICES by CONSULTANT. The preliminary schedule shall be as provided in the Scope of Services for each phase of the PROJECT.

ARTICLE 7 – FEES AND COSTS

7.1 PAYMENT FOR SERVICES

7.1.1 CITY shall pay CONSULTANT for all services authorized and properly performed subject to the budget set out in the Scope of Services, by one of the following methods, as agreed in writing, in advance, by the parties:

7.1.1.1 A mutually agreed upon lump sum of _____; or 7.1.1.2 At the hourly rates as set forth in the attached rate sheet. Sub-consultant costs shall be invoiced at the actual fee paid by CONSULTANT; or

7.1.1.3. On a cost-plus multiplier of _____ based on direct salary costs times a factor of _____ as determined by agreement of the parties, where salary cost is actual salary and wages.

Direct labor costs are based on the actual weekly compensation paid to personnel divided by 40 hours. The multiplier factor compensates for indirect salary costs, overhead operating costs, and profit allowance.

Sub-consultant fees shall be invoiced at the actual fees paid by CONSULTANT; or

7.1.1.4 Such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto.

7.1.2 Reimbursable expenses shall be invoiced at the actual expenditures incurred by CONSULTANT as follows:

7.1.2.1 Expense of transportation and living when performing travel authorized in writing by City, for long distance calls and telegrams, and for any fees paid for securing approval of authorities having jurisdiction over the Scope of Services. CITY shall pay such fees, directly, when a price advantage is available.

Travel expenses shall be in accordance with CITY'S travel and per diem allowance schedule. Travel to CITY offices and work sites and telephone and other consultation with CITY shall not be reimbursable; and

7.1.2.2 Expenses for reproduction, postage and handling of drawings and specifications, except file copies, such copies as required to facilitate review and approval and copies provided to contractors in accordance with terms of a contract. Copies provided to prospective bidders shall be sold, directly, to the prospective bidders by CONSULTANT.

7.1.3 All fees shall be invoiced monthly and are due and payable monthly. The monthly amount due shall be determined as the costs are incurred for SERVICES performed using the multiplier or hourly method of compensation defined above, or in proportion of the work completed for services to be performed when a lump sum method of compensation is used, in accordance with the Scope of Services issued by CITY.

7.1.4 If during and after the completion of the drawings, specifications and contract documents described in this Agreement, in accordance with the directions of CITY, it becomes necessary to review or revise the drawings, specifications or contract documents due to changes in federal, state, or city law, rules, regulations or other requirements adopted after preparation thereof, payment for such review or revision shall be made to CONSULTANT according to such method or methods of calculating the fee as may be mutually agreed upon in advance, in writing. Other changes or revisions shall be made only upon written authorization of CITY directing such changes, review or revisions by CONSULTANT. SERVICES for such changes or revisions shall be paid for at a mutually agreed upon lump sum or at the rates of payment described above, as agreed in advance, in writing, by the parties.

7.1.5 CONSULTANT warrants that it has not employed or retained any company or person, other than bona fide employees working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission,

percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 8 - MISCELLANEOUS

8.1 TERMINATION

8.1.1 Either party may terminate this Agreement, without cause, prior to the execution of any Scope of Services hereunder, or after completion of all Work required under any purchase orders previously issued hereunder.

8.1.2 CITY may suspend, cancel or abandon any part or phase of the PROJECT described in the Scope of Services, or the services of the CONSULTANT called for under the Scope of Services, without cause, upon providing CONSULTANT five (5) days prior written notice, and CONSULTANT shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment.

8.1.3 It is expressly understood by CONSULTANT that the PROJECT is contingent upon the availability of sufficient funding for the same, and the PROJECT may be reduced or enlarged in scope and the architectural services and payments provided hereunder may be adjusted accordingly, as determined by CITY in its sole discretion.

8.2 OWNERSHIP OF DOCUMENTS, MATERIALS

8.2.1 Reproducible copies of all documents, including without limitation all reports, estimates, plans, drawings, exhibits, tests, specifications, and electronic record drawings, prepared for the PROJECT, shall be the property of CITY and shall be delivered to CITY upon completion of each said document. CITY may utilize any documents prepared by CONSULTANT or any sub-consultant hereunder in any manner it chooses, in its sole discretion, without being subject to any copyright protection.

8.2.2 All documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by others on extensions of the PROJECT or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purposes intended shall be at CITY'S sole risk. Any such verification or adaptation by CONSULTANT shall entitle CONSULTANT to further compensation at rates to be agreed upon by the parties.

8.2.3 Any equipment, materials or supplies for which CITY pays a specific charge under this Agreement shall become the property of CITY upon completion of the part or phase of the PROJECT for which the item was specifically purchased, but in no event later than termination of this Agreement.

8.3 PUBLIC RECORDS

8.3.1 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. CONSULTANT acknowledges that some or all the documents generated or kept by CONSULTANT, or any sub-consultant may be deemed to be public records under Florida law, and CONSULTANT fully accepts any responsibility required by law in producing or making available said documents.

8.3.2 Contractor shall comply with the following with regard to public records and agrees to the following:

8.3.2.1 The Contractor shall keep and maintain and not delete any and all public records required by the public agency and contractor necessary to perform the service.

8.3.2.2 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.

8.3.2.3 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.

8.3.2.4 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.

8.3.2.5 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.

8.3.2.6 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.

8.3.2.7 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.

8.3.2.8 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: The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time, and; 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.

8.3.2.9 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.

8.3.2.10 A Contractor who fully, completely, and timely complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

8.3.2.11 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
 City Clerk Clara VanBlargan
 Madeira Beach, FL 33708 727-391-9951, Ext. 231
cvanblargan@madeirabeachfl.gov

8.4 WARRANTY, INSURANCE AND LIABILITY

8.4.1 CONSULTANT warrants that the SERVICES shall be carefully, skillfully, and timely performed; in accordance with the standard for such professional services at the time those services are rendered.

8.4.2 Throughout the term of this Agreement and until the completion of all construction of the PROJECT, CONSULTANT shall carry liability insurance for injury or loss arising from comprehensive general and automobile exposures at a minimum of \$1,000,000.00 per individual, per occurrence, and professional liability insurance in an amount not less than \$1,000,000.00. CONSULTANT shall provide to CITY certificates of insurance evidencing the existence of each required insurance policy, within (30) days of the date of this Agreement. The certificates of insurances shall provide that CITY be notified at least (30) days prior to the cancellation or reduction in policy limits of the policy. Additional certificates of the insurance required hereby shall be provided by CONSULTANT at any time requested by CITY.

8.5 INDEMNIFICATION

8.5.1 CONSULTANT shall indemnify, hold harmless, and defend CITY, its commission members, officers, agents, attorneys, and employees from, and against all liability and expense, including attorney's fees incurred thereby through all appellate proceedings, arising from any claims, demands, damages, suits, administrative proceedings, actions and causes of action, in law or equity of whatever kind or nature, whatsoever for personal injuries, property damage, equitable relief, fines, penalties or other liability of any kind, resulting from the performance of the SERVICES hereunder. CONSULTANT'S liability hereunder shall include all attorneys' fees and costs incurred by CITY in the enforcement of this indemnification provision. The claims covered by this section shall include claims made by CONSULTANT'S employees, and CONSULTANT hereby waives its entitlement, if any, to immunity under Chapter 440, Florida Statutes

8.5.2 The obligations of the CONSULTANT under this section shall not be limited in any way by any immunity from or limitation of liability that the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations under this section shall survive termination of this

Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained by CONSULTANT under this Agreement.

8.5.3 CITY shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONSULTANT of any of its obligations hereunder. CONSULTANT shall obtain the prior written consent of CITY prior to entering any settlement of such claim.

8.5.4 Each party shall cooperate, and cause its agents, employees, and attorneys to cooperate, in the defense of any third-party claim, and shall furnish such records and information, and attend such conferences, discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection therewith.

8.6 OTHER REQUIREMENTS

8.6.1 Nothing contained herein guarantees CONSULTANT any amount of work or compensation. This Agreement shall not be considered an exclusive agreement, and CITY shall not be obligated to exclusively use the services of CONSULTANT for any project it undertakes.

8.6.2 This Agreement supersedes all prior negotiations and oral or written agreements heretofore made relating to the subject matter and constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except in writing and signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. The failure to enforce any provision or part of this Agreement shall not constitute a waiver of the right to enforce any part or provision hereof, including the same part or provision in the future. If any portion or part of this agreement is declared invalid by a court of competent jurisdiction, the remainder hereof shall remain in full force and effect.

8.6.3 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8.6.4 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto a) irrevocably submits itself to the exclusive jurisdiction and venue of the Circuit Court of the State of Florida, Pinellas County, and the jurisdiction of the United States District Court for the Middle District of Florida, Tampa Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper.

8.6.5 This Agreement shall create no rights or claims whatsoever in any person other than a party hereto, except as provided herein. There shall be no third-party beneficiaries under this Agreement of any kind.

8.6.6 In the event either party employs an attorney to enforce any of the conditions of this Agreement, or to enforce any covenants hereunder, or to enforce any of the rights, remedies, privileges or options at law or in equity, or in any action between the parties, the prevailing party shall be entitled to reimbursement from the non-prevailing party of all costs and expenses incurred or paid by the prevailing party in so doing, including without limitation, all attorneys' and paralegal fees and costs whether the matter is settled

privately, by arbitration, or by legal action at the trial court level and at any and all appellate court levels in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, post-trial and all appellate proceedings, as well as appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings.

8.6.7 If any construction bids received exceed CITY'S PROJECT budget, as the same may be adjusted, CONSULTANT shall reduce the scope of work, accordingly, and rebid the project without any additional fee to CITY.

8.6.8 All final plans and specifications shall be submitted to the City Commission of CITY for review and approval. All modifications of this agreement shall not be effective unless approved by the City Commission of CITY, in writing.

8.6.9 Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to CONSULTANT:

As to CITY:

City Manager & City Clerk
City of Madeira Beach, Florida
300 Municipal Dr.
Madeira Beach, Florida 33706

8.6.10 Notwithstanding the use of the term "consultant" in this Agreement to describe CONSULTANT, CONSULTANT and all sub-consultants shall be deemed design professionals providing professional design services for the construction of improvements to real property, for all purposes.

8.7 FLORIDA PUBLIC ENTITY CRIMES ACT

Prior to, and during the term of any contract with the City, the City requires that the CONSULTANT shall comply with The Florida Public Entity Crimes Act, §287.133, Fla. Stat. All Proposals and contracts shall include a complete and sworn statement pursuant to §287.133(3)(a), Fla. Stat., attached hereto as Exhibit A.

8.8 DRUG FREE WORKPLACE CERTIFICATION

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

8.9 ACCEPTANCE OF CONTRACT

The parties agree that the prices, scope of work, terms and specifications set forth in this contract are satisfactory and are hereby accepted and agreed to by the City of Madeira Beach, Florida and Contractor upon signature of both parties, and upon signature of both parties the Contractor is authorized to do the work as specified in this agreement as agreed to by:

CITY:

Signature: _____ Date: _____
City of Madeira Beach Florida

CONSULTANT*:

Signature: _____ Date: _____
Print Name: _____
For _____ ("Contractor")
Mailing address: _____
Email address: _____
Phone: _____

***Consultant's Signatory Requirements.** 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.

EXHIBIT A**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF MADEIRA BEACH by _____
 [print individual's name and title] for _____ [print name
 of entity submitting sworn statement] whose business address is: _____

_____ and 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 has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of the City, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of *nolo contendere*; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

Signatory Requirement. In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.

[Signature]

NOTARY PUBLIC

STATE OF FLORIDA

CITY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____

Personally known _____ OR Produced identification _____

My commission expires _____

Notary Public Signature

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

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 work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.

(4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free workplace through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CITY DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the workplace as to indicate that such person or entity has failed to make a good faith effort to provide a drug free workplace as required by subsection 3-101(7)(B).

Signatory Requirement. In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.

Signature: _____

Title: _____

Company: _____

NOTARY PUBLIC

STATE OF FLORIDA

CITY OF _____

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

by _____ who is

personally known to me OR Produced identification

_____ [type of identification]

My commission expires _____

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



Memorandum

Meeting Details: September 27, 2023 - BOC Workshop Meeting
Prepared For: Hon. Mayor Rostek and the City of Madeira Beach Board of Commissioners
Staff Contact: Madeira Beach Community Development Department
Subject: Forward Pinellas Alternative Compromise for the John's Pass Village Activity Center Plan

Background

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

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

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

Discussion

Forward Pinellas sent information about the alternative compromise process (included in the agenda package). Since the Forward Pinellas Board accepted the recommendation of the alternative compromise, the city has 45 days to accept or reject the alternative compromise at an official meeting. If the City (BOC) accepts the alternative compromise, the amendment request will go before the Countywide Planning Authority (CPA) with

a recommendation of approval, and if BOC denies the alternative compromise the amendment will go before CPA with a recommendation of denial.

City staff are revisiting the JPVAC Plan based on the alternative compromise recommendation from Forward Pinellas. The revised version of the JPVAC will be presented at the next BOC regular meeting (October 11, 2023) for the alternative compromise recommendation.

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

Fiscal Impact

N/A

Recommendation(s)

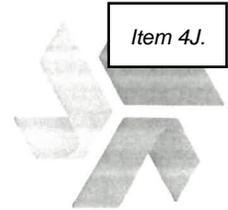
Staff recommends the Board of Commissioners to approve the alternative compromise recommendation for the John’s Pass Village Activity Center Plan.

Attachments/Corresponding Documents

- Notification of Local Government Action on Forward Pinellas’s Alternative Recommendation For Countywide Plan Map Amendment CW 23-03
- Forward Pinellas CW 23-03 Documents
- Activity Center Located in Pinellas County 2019
- Countywide Rules Activity Center
- Countywide Rules Alternative Temporary Lodging Use Standards
- Florida Commerce Bureau of Community Planning and Growth response to Madeira Beach (Amendment No. 23-03 ESR)
- Southwest Florida Water Management District response to Madeira Beach (Amendment No. 23-03 ESR)
- Florida Department of Environmental Protection response to Madeira Beach (Amendment No. 23-03 ESR)

FORWARD PINELLAS

P: (727) 464.8250
F: (727) 464.8212
forwardpinellas.org
310 Court Street
Clearwater, FL 33756



September 15, 2023

James Rostek
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Case CW 23-03 John's Pass Village Activity Center Plan

Dear Mayor Rostek:

Forward Pinellas, in its role as the Pinellas Planning Council, considered at public hearing on September 13, 2023 the application from the City of Madeira Beach referenced above for an amendment to the Countywide Plan Map. The board recommended approval of an alternative compromise amendment to the Activity Center category for 27 acres (m.o.l) of property as outlined in the accompanying agenda memoranda and maps.

Case CW 23-03 is hereby referred back to the City of Madeira Beach to act on the alternative compromise recommendation, as set forth in the accompanying form titled "NOTIFICATION OF LOCAL GOVERNMENT ACTION ON FORWARD PINELLAS'S ALTERNATIVE COMPROMISE RECOMMENDATION FOR COUNTYWIDE PLAN MAP AMENDMENT" which will then be returned to Forward Pinellas. Should the City of Madeira Beach concur with the alternative compromise amendment, it will subsequently be set and advertised for public hearing before the Countywide Planning Authority (CPA) with a recommendation of approval from Forward Pinellas. Should the City of Madeira Beach not concur with the alternative compromise amendment, the original amendment will go forward to the CPA with the Forward Pinellas recommendation for denial.

A copy of the applicable section of the Countywide Rules, Sec. 6.3.1 is also enclosed, providing a more complete explanation of this process and timetable. Action by your city on the alternative recommendation is required within 45 days unless an extension of time is needed and requested.

Should the City of Madeira Beach not concur with the alternative compromise recommendation, and the case proceed to the CPA with Forward Pinellas's recommendation to deny, you will be separately advised of the City's right to appeal for administrative hearing, as provided for in Sec. 6.1.4 of the Rules

Thank you and your staff for your assistance in the countywide planning process. Should you have any questions or need additional guidance, please feel free to contact Rodney Chatman, AICP, Planning Division Manager at (727) 464-8214.

Sincerely,

A handwritten signature in black ink, appearing to read 'Whit Blanton'.

Whit Blanton, FAICP
Executive Director

Enclosures

cc: Robin Gomez, City Manager
Jenny Rowan, Community Development Director

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

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

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

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

_____ Accepted; or

_____ Rejected

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

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

Type of Action: _____

Date: _____

Signed: _____

Title: _____

Date: _____

September 13, 2023



6B1. Case CW 23-03 Madeira Beach

REQUESTED AMENDMENT

From: Residential Medium, Resort, Retail & Services and Recreation/Open Space
 To: Activity Center (Community Center)
 Area: 27.04 acres m.o.l.
 Location: John’s Pass Village

The proposed amendment is submitted by the City of Madeira Beach to amend parcels from Residential Medium, Resort, Retail & Services and Recreation/Open Space to the Activity Center category, with a Community Center subcategory designation. The proposed amendment will create the John’s Pass Village Activity Center. The Activity Center category is intended to “recognize those areas of the county within each local government jurisdiction that have been identified and planned for in a special and detailed manner, based on their unique location, intended use, appropriate density/intensity and pertinent planning considerations. It is the intent of this category to recognize those important, identifiable centers of business, public and residential activity, as may be appropriate to the particular circumstance, that are the focal point of a community and served by enhanced transit commensurate with the type, scale and intensity of use. Activity Centers are designated at a size and scale that allows for internal circulation by pedestrians, bicyclists and transit users, and typically encompass areas developed in a radial pattern within walking distance (1/4 to 1/2 mile) of a central point or hub served by transit.” The Community Center subcategory allows for up to 90 units per acre (UPA) for residential density, up to 150 UPA for temporary lodging and a maximum of 3.0 floor area ratio (FAR) for nonresidential or mixed-use buildings.

The definitions for each of the current categories are listed in Table 1 below. Furthermore, the table shows the acreage and percentage of existing categories within the amendment area:

Table 1: Current Countywide Plan Map Categories

Countywide Plan Map Category	Definition	Acreage within Amendment Area	Percentage of Amendment Area
Residential Medium	It is the purpose of this category to depict those areas of the county that are now developed, or appropriate to be developed, in a medium-density residential manner; and to recognize such areas as primarily well-suited for residential uses that are	3.36 acres	12.4%

	consistent with the urban qualities, transportation facilities, including transit, and natural resources of such areas		
Resort	This plan category is intended to depict areas developed, or appropriate to be developed, in high-density residential and resort use; and to recognize such areas as well-suited for the combination of residential and temporary lodging use consistent with their location, surrounding uses, transportation facilities, and natural resources of such areas	11.06 acres	40.9%
Retail & Services	This plan category is intended to depict areas developed with, or appropriate to be developed with, a mix of businesses that provide for the shopping and personal service needs of the community or region, provide for employment opportunities and accommodate target employment uses, and may include residential uses as part of the mix of uses	12.16 acres	44.9%
Recreation/Open Space	This plan category is intended to recognize recreation/open space uses that serve the community or region	0.46 acres	1.7%

HISTORICAL CONTEXT

John’s Pass Village is located in the City of Madeira Beach and serves as the center of tourism for the city. Development standards in this area have been inconsistent with the Countywide Rules for several years, and as such, the proposed John’s Pass Village Activity Center (JPVAC)

aims to correct these inconsistencies while also providing for an increment of new development potential in the John’s Pass Village area.

Inconsistencies arose circa 2008, when as part of the city’s comprehensive planning process, an existing Activity Center designation for John’s Pass Village was removed only by name, leaving much of the area designated as Commercial General on the city’s future land use map with a floor area ratio standard of 1.2 FAR. The Commercial General category corresponds to the Countywide Plan Map category of Retail & Services, which only allows for a maximum FAR of 0.55, rendering the city inconsistent with Countywide Rules standards.

In 2020, the city began a community planning process to determine the best and most responsible approach to reconcile the inconsistencies created in 2008. After careful consideration of the character and scale of the existing development patterns, a decision was made to adopt the Activity Center category (with a proposed Community Center subcategory).

AMENDMENT AREA BACKGROUND

The proposed amendment area is approximately 27.04 acres and extends from properties west of Gulf Boulevard to Boca Ciega Bay on the east, and from John’s Pass north to 133rd Avenue East. It includes traditional tourist business uses located along the east side of Gulf Boulevard, Village Boulevard, and the boardwalk area, as well as a mix of residential and temporary lodging uses on the west side of Gulf Boulevard, transitional residential and temporary lodging uses on the east and west sides of Gulf Boulevard north of the traditional village business area, and a mix of residential and temporary lodging uses on the east side of Pelican Lane. The proposed amendment will involve designating six different character districts within the Activity Center: Traditional Village, Commercial Core, Boardwalk, Low Intensity Mixed Use, John’s Pass Resort and Transitional character districts.

EXISTING DENSITIES AND INTENSITIES

Table 2 below shows a comparison of the existing local future land use categories and their current adopted density/intensity standards (some of which are inconsistent), compared to the corresponding Countywide Plan Map categories and their allowable density/intensity standards. Colors that match in the table below indicate the categories that correspond with one another (for example, Commercial General and Retail & Services both in red indicate that these are corresponding categories).

Table 2: Local Future Land Use Categories vs Countywide Plan Map Categories Densities/Intensities

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

Table 2 shows that many of the current local future land use categories and their adopted standards exceed that which is allowable by Countywide Rules standards. Table 3 below provides the existing FAR and density ranges by the proposed character districts within the JPVAC, which further reinforce the inconsistencies with allowable density/intensity standards per the Countywide Rules. These density/intensity ranges are shown for each proposed character district.

Table 3: Existing FAR and Density Ranges in the Proposed Character Districts

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

The city has identified that the existing local future land use categories and corresponding Countywide Plan Map categories illustrate three fundamental issues that are problematic to the long-term viability and enhancement of John’s Pass Village (from page 28 of Attachment 2):

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

PROPOSED ACTIVITY CENTER PLAN

As mentioned, the proposed Activity Center designation will involve the creation of six character districts within the Activity Center, for the purpose of recognizing the district location, use, and density/intensity features of these components of the John’s Pass Village area and provide for their future continuation and enhancement. Table 4 below shows the proposed character districts, their allowable uses and permitted density/intensity standards. Table 4 also shows the current corresponding local future land use category and the allowable densities/intensities under those categories, in order to show the changes that will occur as a result of an amendment to the Activity Center category. Under normal circumstances, these would be compared to the corresponding Countywide Plan Map category. However, since the city has adopted inconsistent standards and developed under these misapplied standards, it is necessary to compare it to the local future land use category for an accurate reflection of standards that are changing. These differences in densities/intensities in the table below will contribute to the understanding of impacts in the Coastal High Hazard Area, in which the entirety of the amendment area is located. CHHA impacts are addressed in detail in the attached staff analysis.

Table 4: Proposed Character Districts and Current Corresponding Countywide Plan Map Categories Densities/Intensities

Character District	Allowable Uses	Maximum Allowable Density (UPA)	Maximum Allowable Intensity (FAR)	Current Corresponding Countywide Plan Map Category	Current Countywide Allowable Standards
Traditional Village District <i>Defined by massing, rhythm, minimal setbacks orientation of buildings to the street and active ground-level retail</i>	Residential; Temporary Lodging, and Commercial	Residential 15 UPA; Temporary Lodging 45 UPA	2.5 FAR (3.0 FAR permitted with Development Agreement)	Commercial General	Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR
Commercial Core District <i>Defined by orientation of buildings to the street, wide walks, ground-level and upper-level commercial, business access, build-to lines and upper-level tourist facilities</i>	Residential; Temporary Lodging; and Commercial	Residential 15 UPA; Temporary Lodging 60 UPA (100 UPA permitted for Temporary Lodging with Development Agreement)	2.5 FAR (3.0 FAR permitted with Development Agreement)	Commercial General	Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR
Boardwalk District <i>Defined by rustic, unfinished "fishing village" style of commercial buildings accessible from the second floor along the boardwalk</i>	Commercial, Commercial Recreation, and Services	Residential 0 UPA; Temporary Lodging 0 UPA	1.5 FAR (2.0 FAR permitted with Development Agreement)	Commercial General	Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR
Low Intensity Mixed Use District <i>Defined by mix of residential and temporary lodging uses of various tenure and type</i>	Residential, Temporary Lodging, and Commercial only up to 20 percent of the building floor area	Residential 18 UPA; Temporary Lodging 50 UPA (60 UPA permitted for Temporary Lodging with Development Agreement)	1.5 FAR (2.0 FAR permitted with Development Agreement)	Residential Medium	Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR
Traditional Village District	Residential; Temporary	Residential 15 UPA;	2.5 FAR (3.0 FAR)	Commercial General	Residential 15 UPA;

<i>Defined by massing, rhythm, minimal setbacks orientation of buildings to the street and active ground-level retail</i>	Lodging, and Commercial	Temporary Lodging 45 UPA	permitted with Development Agreement)		Temporary Lodging 60 UPA; 1.2 FAR
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TRANSPORTATION CONSIDERATIONS

Transit is a major consideration in the establishment of Activity Centers. Madeira Beach is currently served by the Suncoast Beach Trolley and PSTA bus routes, connecting John’s Pass Village with other island communities in Pinellas County and connecting to the Park Street Terminal in downtown Clearwater and the transfer center at Tyrone Square Mall. The trolley route also connects John’s Pass Village with other Activity Centers: the Madeira Beach Town Center, the Treasure Island Downtown Special Area Plan, the St. Pete Beach Community Redevelopment Plan, and the Clearwater Downtown Redevelopment Plan. Furthermore, the Suncoast Beach Trolley operates with 30-minute headways, seven days a week.

Route 68 is also a supporting local route, operating with hourly frequency, that serves a transit hub at Tyrone Square Mall, Madeira Beach Town Center, and John’s Pass Village. Within the proposed JPVAC, there are five existing bus stops, one of which is served exclusively by Route 68, one served exclusively by the Suncoast Beach Trolley, and the remaining three served by both routes.

SUMMARY

The proposed Activity Center, character districts, associated uses and maximum allowable densities and intensities would address and reconcile existing inconsistencies within the John’s Pass Village amendment area. Activity Centers are intended to be areas that are the focal point of a community, are walkable, and served by enhanced transit commensurate with the type, scale and intensity of use. Within the JPVAC, Gulf Boulevard has more dense development concentrations than the lower-density residential areas around the city. Furthermore, while Gulf Boulevard is designated as a future secondary transit corridor on the Forward Pinellas Land Use Strategy Map, the proposed amendment area is not at the intersection of two corridors, nor does the amendment area meet the minimum acreage standard of 50 acres.

FINDINGS

Staff submits the following findings in support of the recommendation for an alternative compromise:

- A. The proposed amendment area is not identified on the Land Use Strategy Map as an existing or future Activity Center.
- B. The amendment area does not meet the 50-acre minimum for a Community Center subcategory; however, it does meet the acreage minimum for the Neighborhood Center subcategory.
- C. The amendment area is not located at the intersection of two future transit corridors.
- D. The proposed amendment does involve impacts to the Coastal High Hazard Area. These impacts are further discussed in detail in the attached staff analysis.

- E. The sidewalk network in the amendment area is disconnected and will hinder the area's ability to serve as a safe, walkable destination for residents and visitors.

Please see accompanying attachments and documents in explanation and support of these findings to include an alternative compromise recommendation.

LIST OF MAPS & ATTACHMENTS:

Map 1	Location Map
Map 2	Jurisdictional Map
Map 3	Aerial Map
Map 4	Current Countywide Plan Map
Map 5	Proposed Countywide Plan Map
Map 6	CHHA Map
Map 7	Character Districts Map
Map 8	Existing FAR Map
Map 9	Proposed MAX FAR Map
Map 10	Existing Density Map
Map 11	Proposed Max Density Map

Forward Pinellas Staff Analysis
 Ordinance 2023-01 with JPVAC Plan
 Memo from Pinellas County Emergency Management
Citizen Comments
City Staff Presentation
Forward Pinellas Staff Presentation

MEETING DATES:

Planners Advisory Committee, September 5, 2023 at 1:30 p.m.
 Forward Pinellas, September 13, 2023 1:00 p.m.
 Countywide Planning Authority, October 17, 2023 at 9:30 a.m.

ADVISORY COMMITTEE RECOMMENDATION: At its September 5, 2023 meeting, the Planners Advisory Committee voted 12-0 to recommend approval of the alternative compromise as proposed by Forward Pinellas staff.

FORWARD PINELLAS BOARD RECOMMENDATION: The board met on September 13, 2023 and voted 11-0 to recommend an alternative compromise for this proposed amendment.

DIV. 6.3 COUNTYWIDE PLAN MAP AMENDMENTS / SPECIAL ACTION.

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

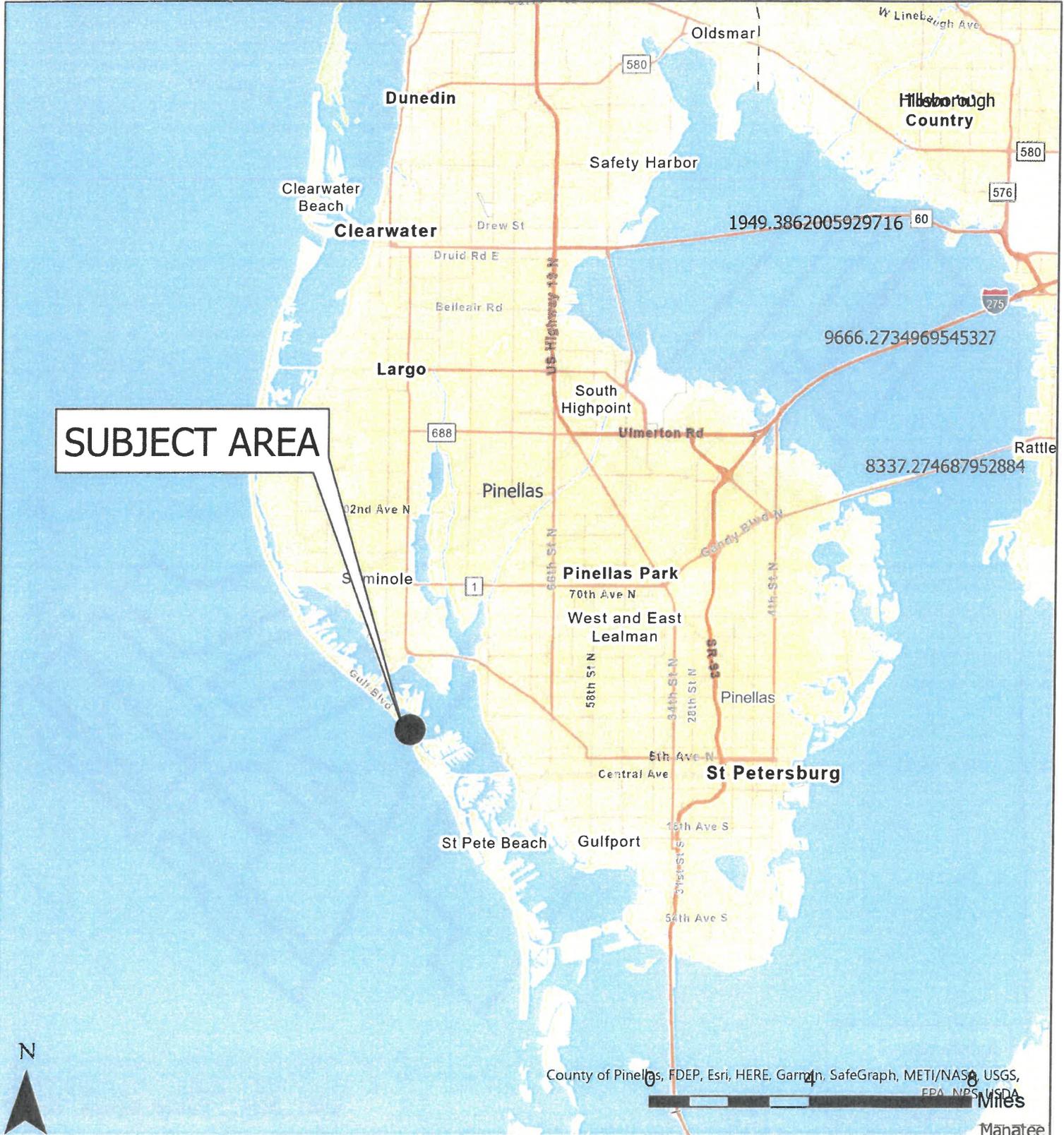
SEC. 6.3.1 ALTERNATIVE COMPROMISE RECOMMENDATION.

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

- 6.3.1.1** The PPC shall transmit any such denial with an alternative compromise recommendation for amendment to the applicant local government within five days of action by the PPC.
- 6.3.1.2** The applicant governing body shall consider the alternative compromise recommendation of the PPC at an official meeting of the governing body and take formal action to accept or reject the PPC recommendation. The governing body action to accept or reject the PPC recommendation shall be as is determined necessary by the governing body to lawfully accomplish such action, and in the form required by the PPC.
- 6.3.1.3** The governing body action to accept or reject the PPC recommendation shall be transmitted to the PPC within forty-five days of receipt of the PPC recommendation, except as the governing body may require additional time to lawfully accomplish such action and shall request an extension as set forth below within the forty-five days.
- 6.3.1.4** If the governing body accepts the recommendation of the PPC, and transmits said acceptance in the requisite form within the required forty-five days, or as same may be extended, the PPC staff shall advertise and notice the amended application for Countywide Plan Map amendment in accordance with Section 6.1.4.6 for public hearing by the CPA, and forward the compromise amendment to the CPA with the PPC recommendation for approval.
- 6.3.1.5** Upon approval of the alternative compromise amendment by the CPA, the local governing body shall conform the ordinance amending the local government future land use map with the action of the CPA on the alternative compromise amendment to the Countywide Plan Map.
- 6.3.1.6** If the governing body does not accept the recommendation of the PPC as forwarded, or fails to take action in the requisite form or within the required forty-five days, or as same may be extended, the PPC staff shall advertise and notice the original application for Countywide Plan Map amendment in accordance with Section 6.1.4.6 for public hearing by the CPA, and forward the original application to the CPA with the PPC recommendation for denial.

Case CW23-03

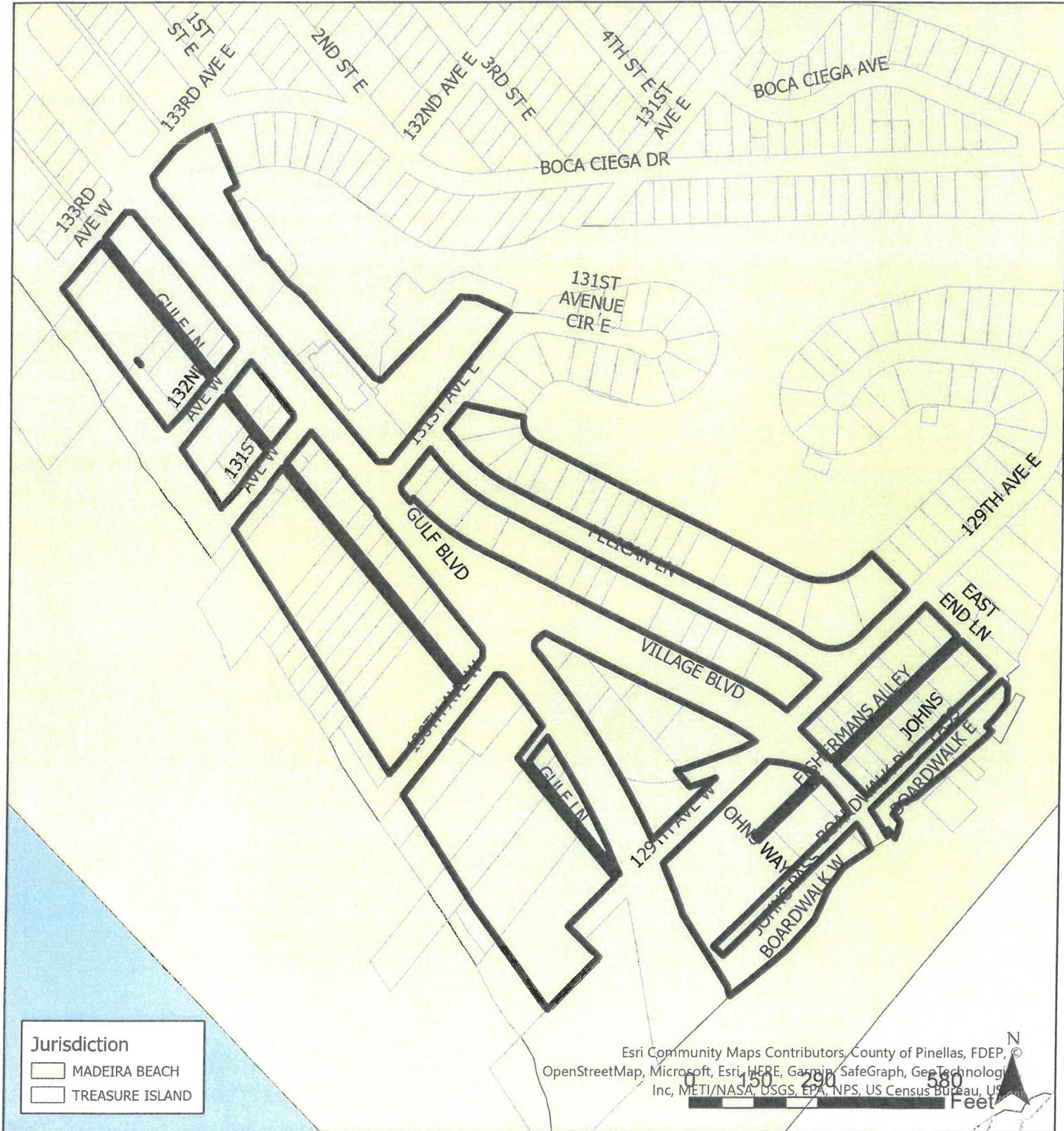
Map 1: Location Map



JURISDICTION: Madeira Beach	FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space
AREA: 27.04 acres m.o.l.	TO: Activity Center

Case CW23-03

Map 2: Jurisdictional Map



JURISDICTION: Madeira Beach **FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space**

AREA: 27.04 acres m.o.l. **TO: Activity Center**

Case CW23-03

Map 3: Aerial Map



JURISDICTION: Madeira Beach
AREA: 27.04 acres m.o.l.

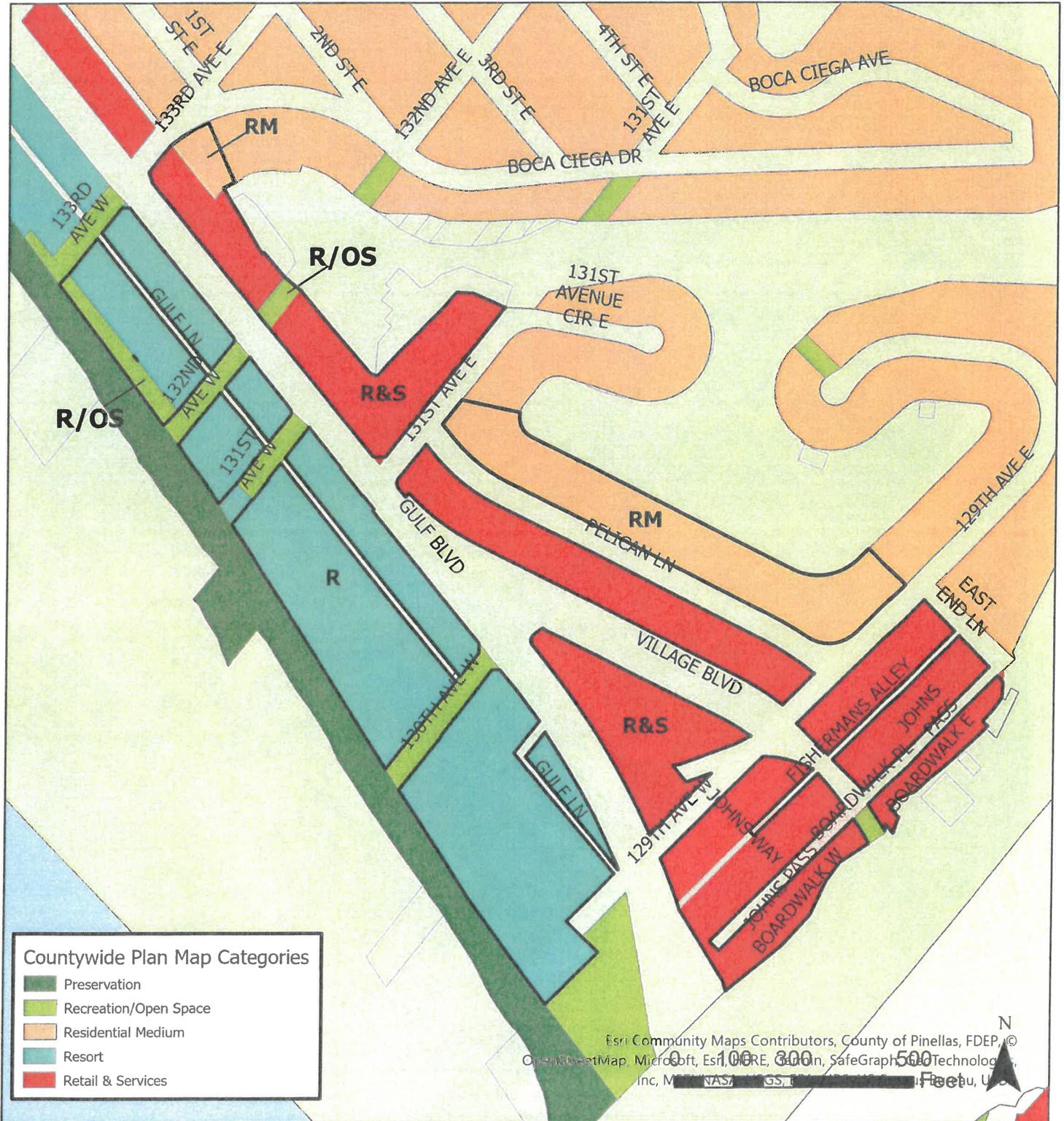
**FROM: Residential Medium, Resort,
 Retail & Services, Recreation/Open Space**
TO: Activity Center

Case CW23-03

Map 4: Current Countywide Plan Map



FORWARD PINELLAS

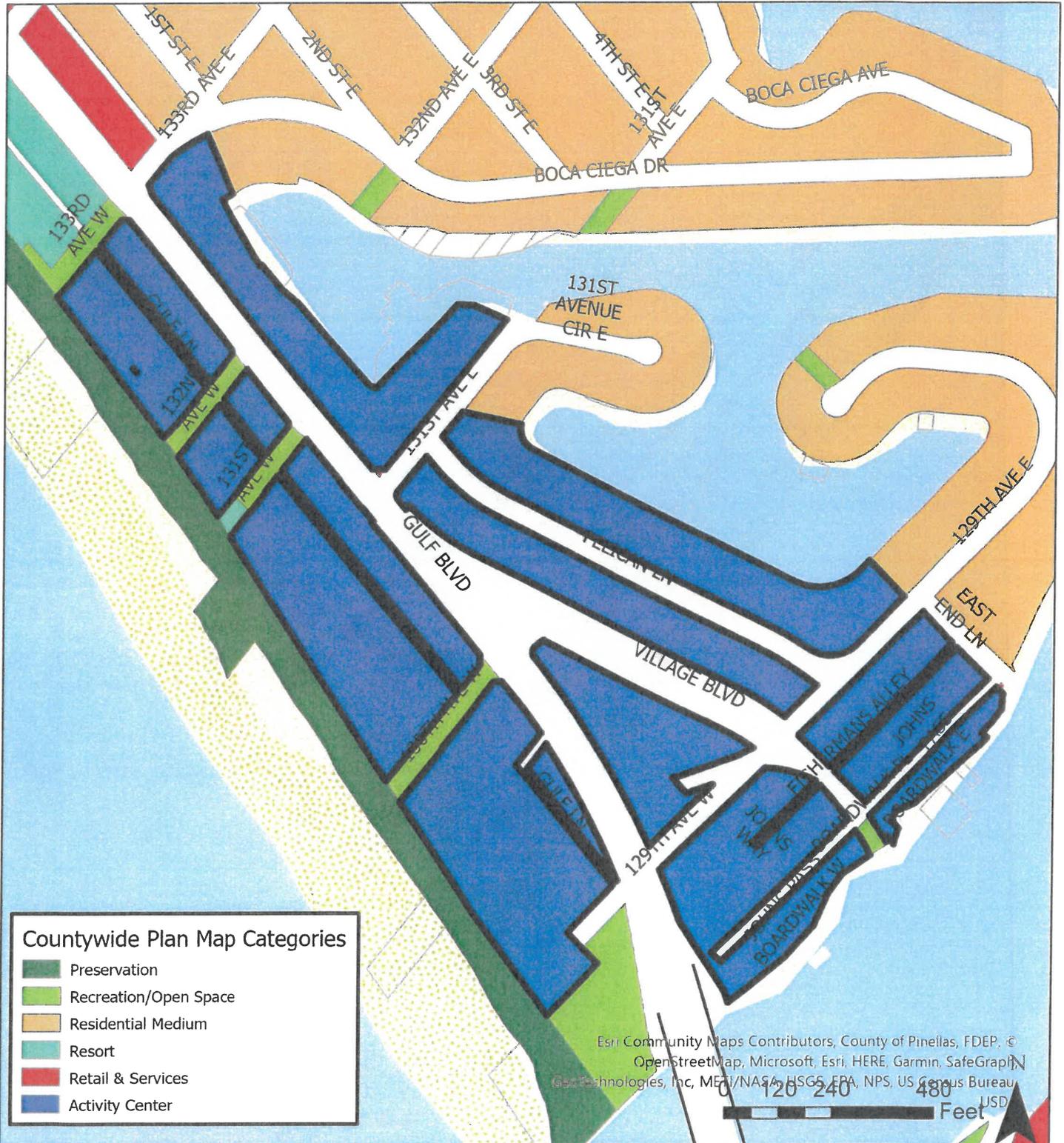


JURISDICTION: Madeira Beach

AREA: 27.04 acres m.o.l.

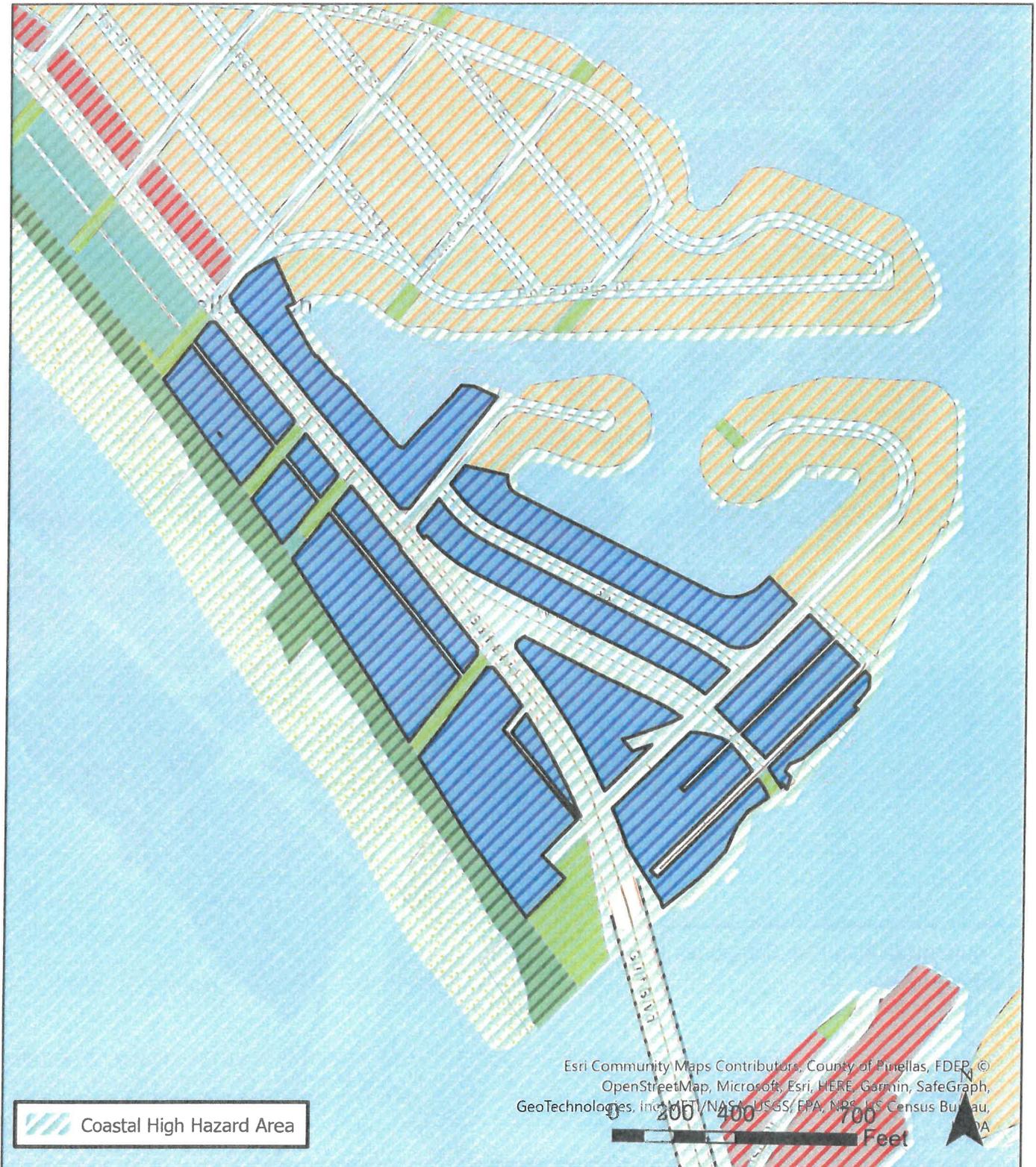
FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space

TO: Activity Center



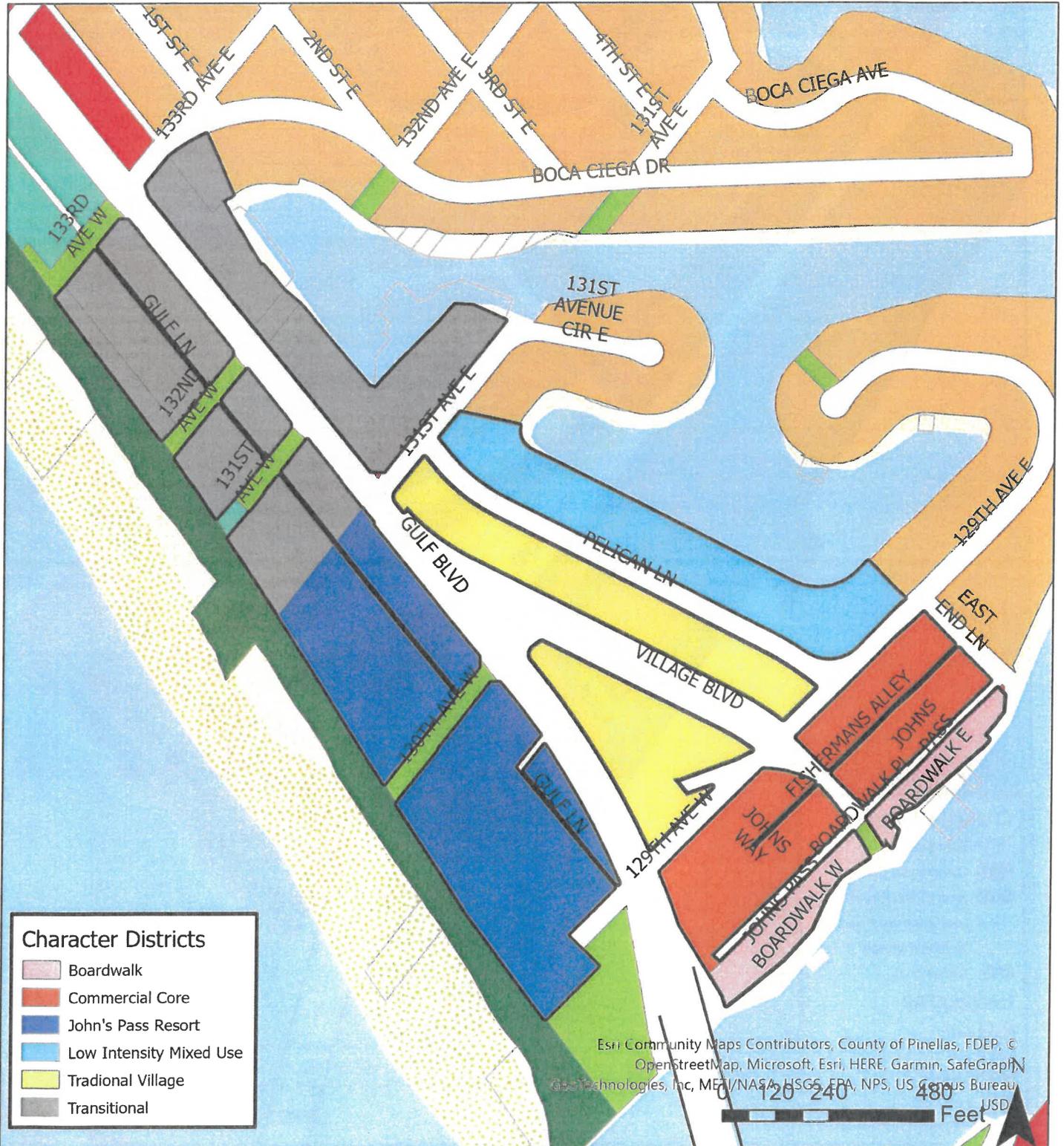
JURISDICTION: Madeira Beach
AREA: 27.04 acres m.o.l.

**FROM: Residential Medium, Resort,
 Retail & Services, Recreation/Open Space**
TO: Activity Center



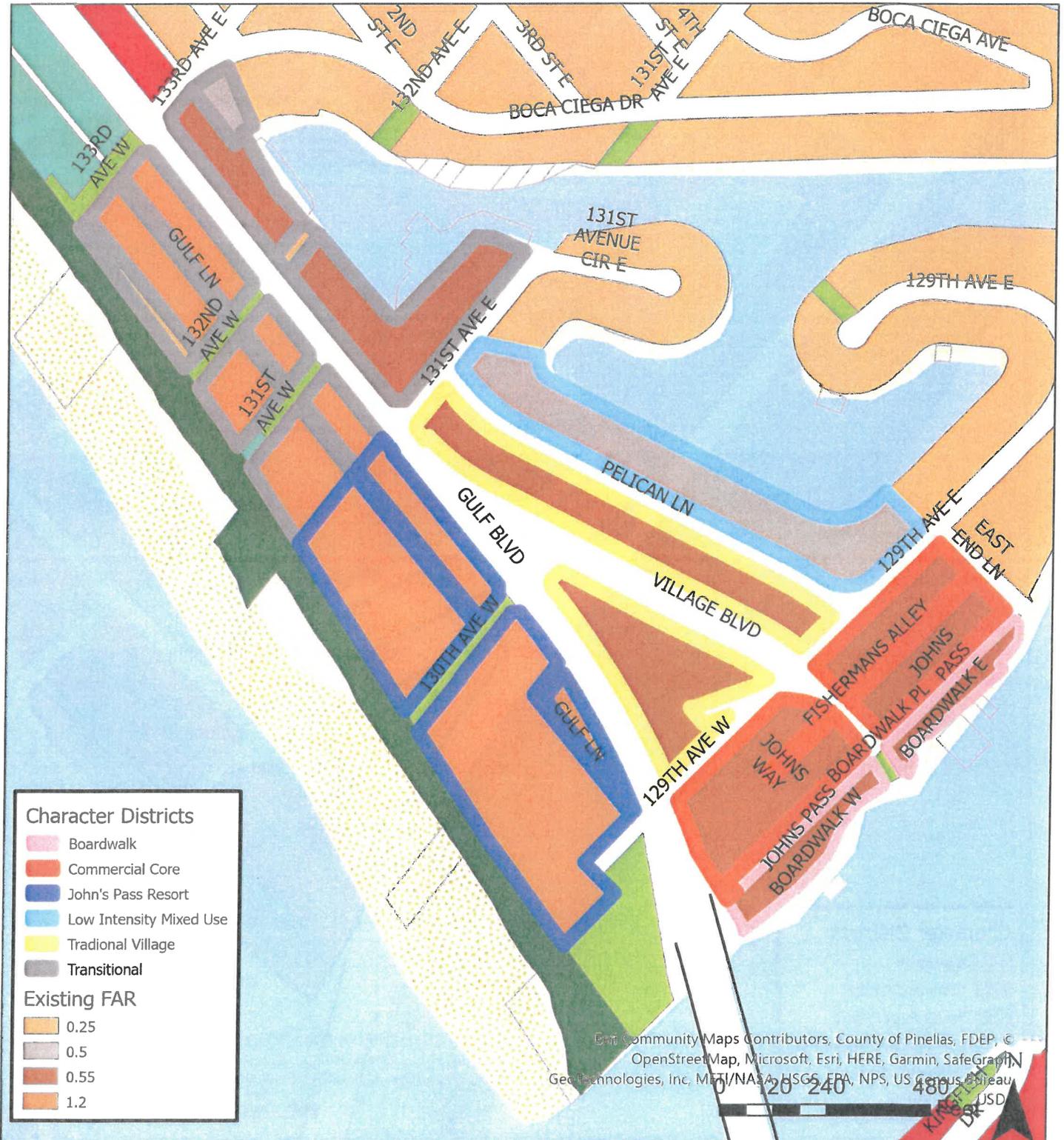
JURISDICTION: Madeira Beach
AREA: 27.04 acres m.o.l.

**FROM: Residential Medium, Resort,
Retail & Services, Recreation/Open Space**
TO: Activity Center



JURISDICTION: Madeira Beach
AREA: 27.04 acres m.o.l.

FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space
TO: Activity Center



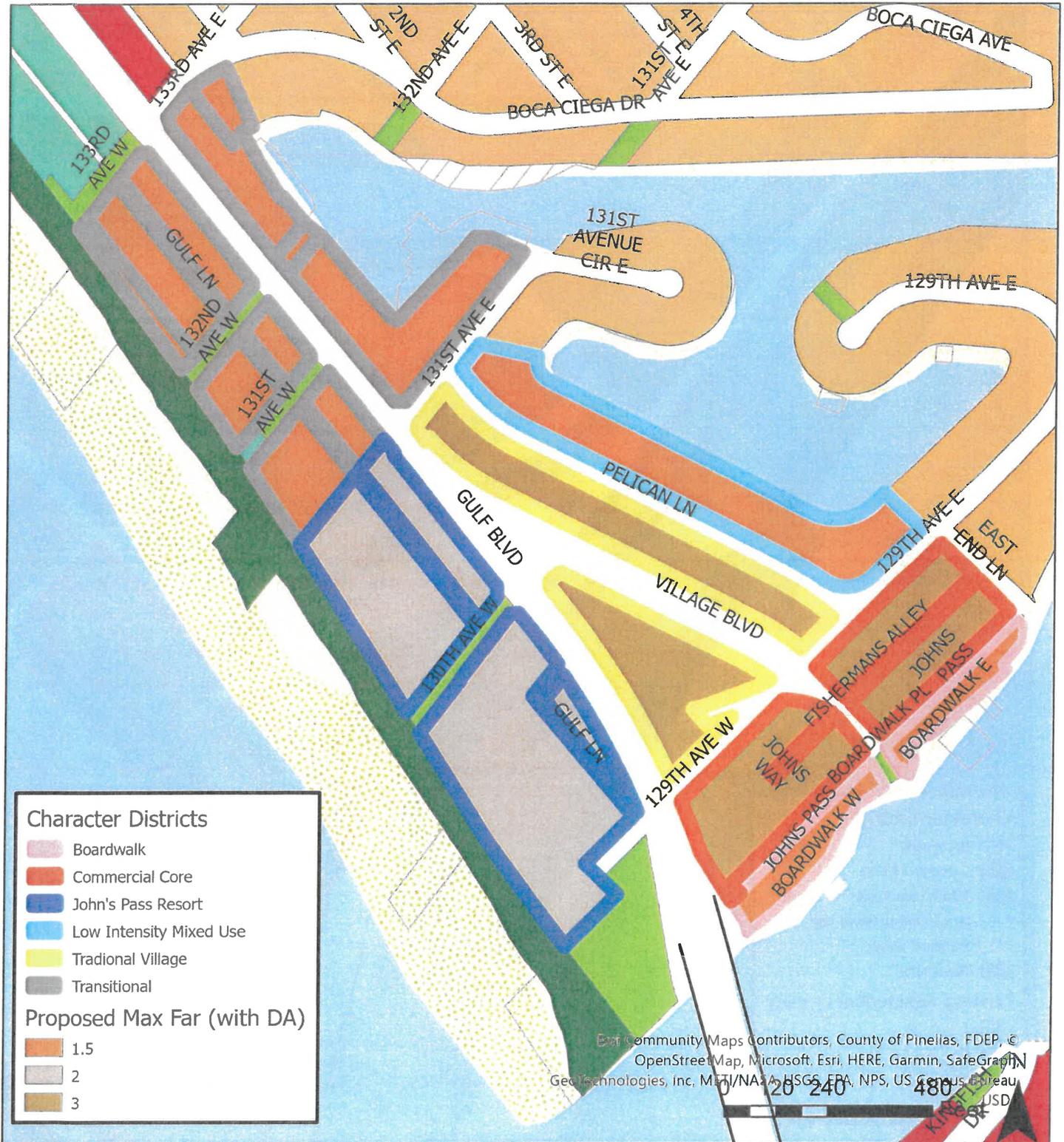
JURISDICTION: Madeira Beach
AREA: 27.04 acres m.o.l.

FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space
TO: Activity Center

Case CW23-03

Map 9: Proposed Maximum FAR

Per Character District (With Approved Development Agreement)

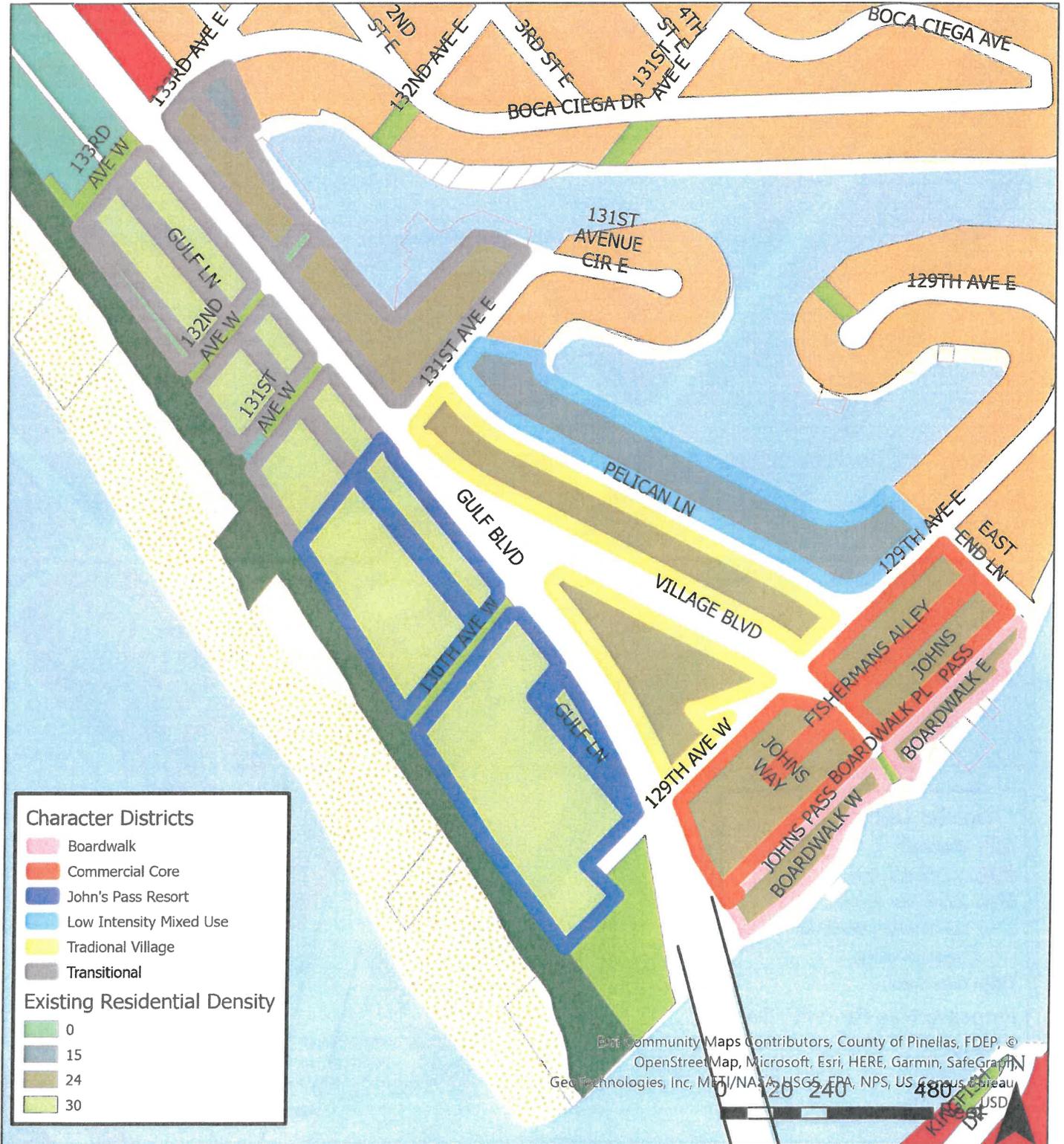


JURISDICTION: Madeira Beach

FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space

AREA: 27.04 acres m.o.l.

TO: Activity Center

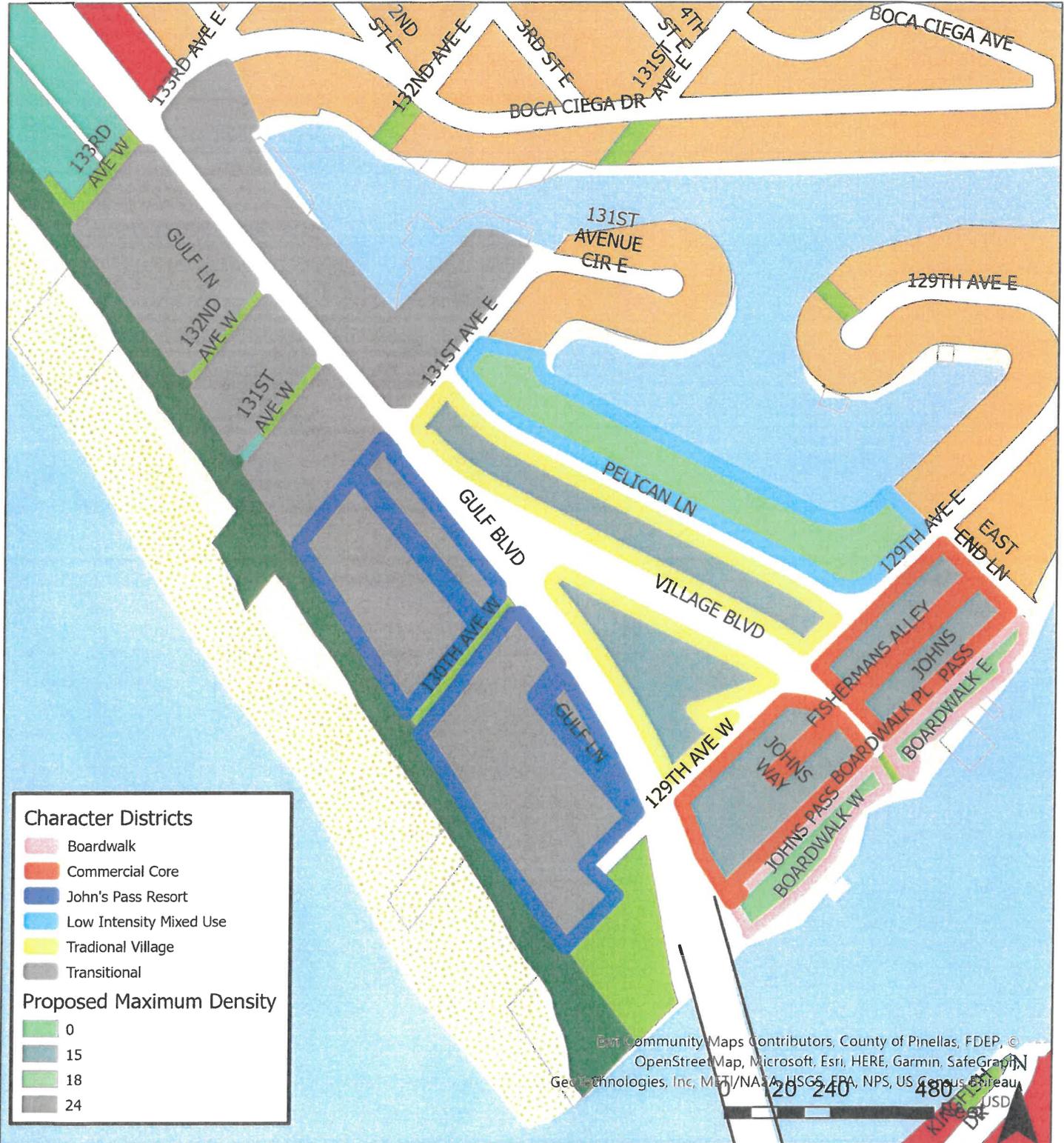


JURISDICTION: Madeira Beach **FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space**

AREA: 27.04 acres m.o.l. **TO: Activity Center**



Map 11: Proposed Maximum Residential Density Per Character District



JURISDICTION: Madeira Beach
AREA: 27.04 acres m.o.l.

FROM: Residential Medium, Resort, Retail & Services, Recreation/Open Space
TO: Activity Center

FORWARD PINELLAS STAFF ANALYSIS



APPLICATION NO.: Case CW 23-03

STAFF: Emma Wennick, Program Planner

APPLICANT: City of Madeira Beach

PROPERTY SIZE: 27.04 acres m.o.l.

CURRENT COUNTYWIDE PLAN MAP CATEGORY: Residential Medium, Resort, Retail & Services and Recreation/Open Space

PROPOSED COUNTYWIDE PLAN MAP CATEGORY: Activity Center

CURRENT LOCAL FUTURE LAND USE PLAN MAP CATEGORY: City of Madeira Beach – Residential Medium, Resort Facilities Medium, Residential/Office/Retail, Commercial General, Recreation/Open Space

PROPOSED LOCAL FUTURE LAND USE PLAN MAP CATEGORY: City of Madeira Beach – Traditional, Commercial Core, Boardwalk, Low Intensity, Mixed Use, John’s Pass Resort, Transitional

LOCATION / PARCEL ID: John’s Pass Village - Extends from properties west of Gulf Boulevard to Boca Ciega Bay on the east, and from John’s Pass north to 133rd Avenue East

BACKGROUND SUMMARY:

The proposed amendment is submitted by the City of Madeira Beach to amend parcels from Residential Medium, Resort, Retail & Services and Recreation/Open Space to the Activity Center category, with a Community Center subcategory designation. The proposed amendment will create the John’s Pass Village Activity Center. The Activity Center designation is proposed as part of the John’s Pass Village Activity Center Plan (JPVAC). John’s Pass Village is located in the City of Madeira Beach and serves as the

center of tourism for the city. This area has been recognized as inconsistent with the Countywide Rules, and as such, the JPVAC aims to reconcile the inconsistencies, account for the existing development in the John's Pass Village area and provide for an increment of new development potential.

Inconsistencies arose circa 2008, when as part of the city's comprehensive planning process, an existing Activity Center designation for John's Pass Village was removed only by name, leaving much of the area designated as Commercial General on the city's future land use map with a floor area ratio standard of 1.2 FAR. The Commercial General category corresponds to the Countywide Plan Map category of Retail & Services, which only allows for a maximum FAR of 0.55, rendering the city inconsistent with Countywide Rules standards.

John's Pass Village has been a longstanding area of mixed-use, commercial development, but has misapplied its density and FAR standards in its ongoing redevelopment. As such, the city began a community planning process and review of the current Countywide Plan categories to determine the best and most responsible designation to reconcile the inconsistencies created in 2008 and finds the Activity Center category to be best suited for its needs.

The proposed amendment will involve designating six different character districts within the Activity Center: Traditional Village, Commercial Core, Boardwalk, Low Intensity Mixed Use, John's Pass Resort and Transitional character districts. If the request is approved, the city will begin the process of amending its Land Development Code to establish zoning and development standards for the associated character districts.

STAFF RECOMMENDATION:

In consideration of, and based upon a balanced determination of the Relevant Countywide Considerations, it has been determined that the proposed Activity Center designation is generally consistent. However, the requested Community Center subcategory does not meet the location and acreage guidelines contained in the Countywide Rules for new Activity Centers. Therefore, it is recommended that the board consider an alternative compromise recommendation per Section 6.3.1 of the Countywide Rules to approve an amendment to the Neighborhood Center subcategory for the proposed amendment area.

PLANNERS ADVISORY COMMITTEE RECOMMENDATION:

At its September 5, 2023 meeting, the Planners Advisory Committee voted 12-0 to recommend approval of the alternative compromise as proposed by Forward Pinellas staff.

LOCAL GOVERNMENT COUNCIL/COMMISSION ACTION:

The city presented this case at its January 11, 2023, Board of Commissioners Regular Meeting. The Board approved the first reading of Ordinance 2023-01 by a 3-2 vote.

There were no public comments at the above noted meeting.

CURRENT PROPERTY INFORMATION:

Property Use(s):	A mix of residential, temporary lodging, and commercial uses
Site Features:	Densities and intensities in the area vary considerably and, in some cases, exceed current standards.

PLANNING CONSIDERATIONS:

Within the JPVAC, Gulf Boulevard has more dense concentrations of development compared to the lower density residential areas around the city. Furthermore, Gulf Boulevard is designated as a future secondary transit corridor on the Forward Pinellas Land Use Strategy Map and other Activity Centers are located along the corridor, such as in Treasure Island. The area proposed as an Activity Center is a coastal tourist hub with a clustering of cultural, employment and retail uses, making the area suitable for a lower-intensity Activity Center designation.

The city has identified that the existing local future land use categories and corresponding Countywide Plan Map categories illustrate three fundamental issues that are problematic to the long-term viability and enhancement of John’s Pass Village (from page 28 of Attachment 2):

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

RELEVANT COUNTYWIDE CONSIDERATIONS:

The proposed amendment area is approximately 27 acres and extends from properties west of Gulf Boulevard to Boca Ciega Bay on the east, and from John’s Pass north to 133rd Avenue East. It includes traditional tourist business uses located along the east side of Gulf Boulevard, Village Boulevard, and the Boardwalk area, as well as a mix of residential and temporary lodging uses on the west side of Gulf Boulevard, transitional residential and temporary lodging uses on the east and west sides of Gulf Boulevard north of the traditional village business area, and a mix of residential and temporary lodging uses on the east side of Pelican Lane.

The Countywide Rules state that the Activity Center category is intended to “recognize those areas of the county within each local government jurisdiction that have been identified and planned for in a special and detailed manner, based on their unique location, intended use, appropriate density/intensity and pertinent planning considerations. In particular, it is the intent of this category to recognize those important,

identifiable centers of business, public and residential activity, as may be appropriate to the particular circumstance, that are the focal point of a community and served by enhanced transit commensurate with the type, scale and intensity of use. Activity Centers are designated at a size and scale that allows for internal circulation by pedestrians, bicyclists and transit users, and typically encompass areas developed in a radial pattern within walking distance (1/4 to 1/2 mile) of a central point or hub served by transit.”

EXISTING DENSITIES AND INTENSITIES

Table 2 below shows a comparison of the existing local future land use categories and their currently adopted density/intensity standards (some of which are inconsistent), compared to the corresponding Countywide Plan Map categories and their allowable density/intensity standards. Colors which match in the table below indicate the categories which correspond with one another (for example, Commercial General and Retail & Services both in red indicate that these are corresponding categories).

Table 2: Local Future Land Use Categories vs Countywide Plan Map Categories Densities/Intensities

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

Table 2 shows that many of the current local future land use categories and their adopted standards exceed that which is allowable by Countywide Rules standards. Table 3 below provides the existing FAR and density range by the proposed character districts within the JPVAC, which further reinforce the inconsistencies with allowable density/intensity standards per the Countywide Rules. These density/intensity ranges are shown for each proposed character district.

Table 3: Existing FAR and Density Range in Proposed Character Districts

Character District	Residential Density Range, Units Per Acre (UPA)	Temporary Lodging Density Range (UPA)	FAR Range
Traditional	10.9	0	0.03-1.7
Commercial Core	14.5	12.4	0.2.-1.1
Boardwalk	0	0	0.4 – 1.3
Low Intensity Mixed Use	9.4-37.7	17.5-34.0	0.2-0.7

John's Pass Resort	4.8-70	36.4	0.1-1.6
Transitional	8.3-45.5	42-58.9	0.2-1.3

PROPOSED ACTIVITY CENTER PLAN

As mentioned, the proposed Activity Center designation will involve further differentiation of six character districts within the Activity Center, for the purpose of recognizing the district location, use, and density/intensity features of these components of John's Pass Village and provide for their future continuation and enhancement. Table 4 below shows the proposed character districts, their allowable uses and permitted density/intensity standards. Table 4 also shows the current corresponding local future land use category and the allowable densities/intensities under those categories, in order to show the changes that will be occurring as a result of an amendment to the Activity Center category. Under normal circumstances, these would be compared to the corresponding Countywide Plan Map category. However, because the city has adopted inconsistent standards and permitted development under these standards, it is necessary to compare it to the local future land use category for an accurate reflection of standards which are changing. These differences in densities/intensities in the table below will contribute to the understanding of impacts in the Coastal High Hazard Area, which are discussed below. The proposed standards below would render the JPVAC consistent with the Countywide Rules density/intensity standards for the Community Center subcategory of Activity Centers.

Table 4: Proposed Character Districts and Current Corresponding Countywide Plan Map Categories Densities/Intensities

Character District	Allowable Uses	Maximum Allowable Density (UPA)	Maximum Allowable Intensity (FAR)	Current Corresponding Countywide Plan Map Category	Current Countywide Allowable Standards
Traditional Village District <i>Defined by massing, rhythm, minimal setbacks orientation of buildings to the street and active ground-level retail</i>	Residential; Temporary Lodging, and Commercial	Residential 15 UPA; Temporary Lodging 45 UPA	2.5 FAR (3.0 FAR permitted with Development Agreement)	Commercial General	Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR
Commercial Core District	Residential; Temporary	Residential 15 UPA;	2.5 FAR	Commercial General	Residential 15 UPA;

<i>Defined by orientation of buildings to the street, wide walks, ground-level and upper-level commercial, business access, build-to lines and upper-level tourist facilities</i>	Lodging; and Commercial	Temporary Lodging 60 UPA (100 UPA permitted for Temporary Lodging with Development Agreement)	(3.0 FAR permitted with Development Agreement)		Temporary Lodging 60 UPA; 1.2 FAR
Boardwalk District <i>Defined by rustic, unfinished "fishing village" style of commercial buildings accessible from the second floor along the boardwalk</i>	Commercial, Commercial Recreation, and Services	Residential 0 UPA; Temporary Lodging 0 UPA	1.5 FAR (2.0 FAR permitted with Development Agreement)	Commercial General	Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR
Low Intensity Mixed Use District <i>Defined by mix of residential and temporary lodging uses of various tenure and type</i>	Residential, Temporary Lodging, and Commercial only up to 20 percent of the building floor area	Residential 18 UPA; Temporary Lodging 50 UPA (60 UPA permitted for Temporary Lodging with Development Agreement)	1.5 FAR (2.0 FAR permitted with Development Agreement)	Residential Medium	Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR
John's Pass Resort District <i>Defined by a mix of residential development, tourist accommodations</i>	Residential, Temporary Lodging, and Commercial only up to 20 percent	Residential 24 UPA; Temporary Lodging 75 UPA	2.0 FAR (2.5 FAR permitted with Development Agreement)	Resort Facilities Medium (with Recreation/Open Space)	17 UPA; 45, 60, 75 UPA (depending on land size); 1.0 FAR

<i>and limited business activities</i>	of the building floor area				
Transitional District serves as a buffer from higher intensity/density to lower intensity/density	Residential and Temporary Lodging; Commercial is only allowed up to 20 percent of the building floor area ratio for properties on the west side of Gulf Blvd; Commercial is allowed on east side of Gulf Blvd.	Residential 18 UPA; Temporary Lodging 50 UPA (75 UPA permitted for Temporary Lodging with Development Agreement	1.5 FAR (2.0 FAR permitted with Development Agreement)	Resort Facilities Medium; Commercial General (with Recreation/Open Space)	Resort Facilities Medium: 17 UPA; 45, 60, 75 UPA (depending on land size); 1.0 FAR Commercial General: Residential 15 UPA; Temporary Lodging 60 UPA; 1.2 FAR

TRANSPORTATION CONSIDERATIONS

Transit is a major consideration in the establishment of Activity Centers. Madeira Beach is currently served by Suncoast Beach Trolley and PSTA bus routes, connecting John’s Pass Village with other island communities in Pinellas County and connecting to the Park Street Terminal in downtown Clearwater and a transfer center at Tyrone Square Mall. The trolley route also joins John’s Pass Village with other existing Activity Centers: the Madeira Beach Town Center, the Treasure Island Downtown Special Area Plan, the St. Pete Beach Community Redevelopment Plan, and the Clearwater Downtown Redevelopment Plan. Furthermore, the Suncoast Beach Trolley operates with 30-minute headways, seven days a week.

Route 68 is also a supporting local route, operating on an hourly frequency, that serves a transit hub at Tyrone Square Mall, Madeira Beach Town Center, and John’s Pass Village. Within the proposed JPVAC, there are five existing bus stops, one of which is served exclusively by Route 68, one served exclusively by the Suncoast Beach Trolley, and the remaining three served by both routes.

Section 6.5.3. of the Countywide Rules provides the review criteria for amendments to the Countywide Plan Map. An analysis of these criteria are provided below:

1. The manner in, and extent to, which the amendment is consistent with the Countywide Rules and with the Countywide Plan Strategies as implemented through the Countywide Rules.

Staff Analysis: The proposed amendment is submitted by the City of Madeira Beach, amending approximately 27 acres of properties from Residential Medium, Resort, Retail & Services and Recreation/Open Space to Activity Center, with a Community Center subcategory designation. proposed amendment is part of the John's Pass Activity Center Plan (JPVAC), which will be adopted by the city if this amendment is approved. The proposal requested the Community Center subcategory to be implemented within the JPVAC, which allows for up to 90 units per acre (UPA) for residential density, up to 150 UPA for temporary lodging density and a maximum of 3.0 floor area ratio (FAR) for nonresidential or mixed-use intensity.

The proposed Activity Center, character districts, associated uses and maximum allowable densities and intensities would address and reconcile existing inconsistencies within John's Pass Village, while recognizing existing development within the amendment area. Activity Centers are intended to be areas that are the focal point of a community and served by enhanced transit commensurate with the type, scale and intensity of use. Within the JPVAC, Gulf Blvd has more dense concentrations of development compared to the lower density residential areas around the city. Furthermore, Gulf Blvd is designated as a future secondary transit corridor on the Forward Pinellas Land Use Strategy Map and other Activity Centers are located along the corridor, such as in St. Pete Beach.

However, after review, Forward Pinellas staff is recommending a Neighborhood Center subcategory to be implemented. This subcategory promotes a less intense Activity Center. Neighborhood Center subcategory allows for up to 60 units per acre (UPA) for residential density, up to 100 UPA for temporary lodging density and a maximum of 2.0 floor area ratio (FAR) for nonresidential or mixed-use intensity.

Forward Pinellas has concluded that this subcategory would be better suited because this location is not identified as an existing or future Activity Center per the Land Use Strategy Map. The sidewalk system is incomplete in this area, creating limited walkability. The amendment acreage is consistent with the Neighborhood Center subcategory minimum of 20 acres. Additionally, although this location is along a secondary transit corridor – it is not within an intersection,

which indicates that the Neighborhood Center subcategory would be most appropriate per the Locational Criteria for Activity Center Subcategories standards of the Countywide Plan.

2. **An amendment adopting or amending the AC, MMC or PRD category and affecting 10 acres or more shall include the following transportation impact analysis: A) Calculate the average daily trips for the current land use category(ies) of the proposed AC, MMC or PRD category based on the acreage and traffic generation characteristics for each applicable category described in Section 2.3.3.; and B) Calculate the average daily trips for the proposed AC, MMC or PRD category based on the acreage and traffic generation characteristics for each applicable category described in Section 2.3.3, multiplied by 50%. If the proposed average daily trips calculated in (B) is smaller than the current average daily trips calculated in (A), then only the requirements of Section 6.2.3 must be met and no additional transportation assessment is required.**

Staff Analysis: The average daily trips for the existing categories of Recreation/Open Space, Residential Medium, Resort, and Retail & Services is 8,674. Applying the above-referenced review standards, the average daily trips that this area would generate if the proposed Activity Center is approved is 4395.

3. **If located within a Scenic/Noncommercial Corridor, the manner in, and extent to, which the amendment conforms to the criteria and standards contained in Section 6.5.4.1 of these Countywide Rules.**

Staff Analysis: The amendment area is not located on an SNCC; therefore, those policies are not applicable.

4. **If located within a Coastal High Hazard Area, the manner in, and extent to, which the amendment conforms to the terms set forth in Section 4.2.7.**

Staff Analysis: The entirety of the amendment area is located in the CHHA. As such, the proposed amendment is required to be evaluated against the balancing criteria provided in the Section 4.2.7 of the Countywide Rules.

A. ACCESS TO EMERGENCY SHELTER SPACE AND EVACUATION ROUTES

Because the proposed amendment will not result in an increase in permanent residential populations, adverse impacts to emergency shelter space capacity are not anticipated.

Gulf Boulevard is a designated evacuation route. Additionally, Madeira Beach is connected to the mainland through the Tom Stuart Causeway and Treasure Island Causeway. John's Pass Village is located within eight miles of four different shelters,

and nine miles from seven different shelters. Forward Pinellas did reach out to Emergency Management for a review of the proposal. They noted the following:

A Level A evacuation status mandates the evacuation of residents, hotel staff and guests, commercial establishments and employees at all subsequent levels of mandatory evacuation orders (A-E).

The Activity Center area directly intersects with the Gulf Boulevard emergency evacuation route. Consequently, concerns regarding access during ordered evacuations are not anticipated. Per Pinellas County Emergency Management, it is recommended that the city adopt stronger mitigation and construction practices that exceed the mandates outlined in prevailing building codes. This proactive approach will help minimize the adverse consequences of wind and storm surge events and their associated hazards.

B. UTILIZATION OF EXISTING AND PLANNED INFRASTRUCTURE

The JPVAC establishes standards that are reflective of what has been developed within the amendment area. As such, it largely would be served by the existing infrastructure system.

C. UTILIZATION OF EXISTING DISTURBED AREA

Similarly, the JPVAC will be served by the existing disturbed area within John's Pass Village area, and no natural areas that buffer existing development from coastal storms will be altered as a result of the proposed amendment.

D. MAINTENANCE OF SCENIC QUALITIES AND IMPROVEMENT OF PUBLIC ACCESS TO WATER

The overall plan for John's Pass Village will enhance public access and visibility to the amendment area, and will also encourage new opportunities to view and access the surrounding waterfront through redevelopment activities. Furthermore, existing scenic qualities will be maintained as the JPVAC is largely reflective of what is currently developed in the area.

E. WATER DEPENDENT USE

The JPVAC recognizes and provides for the continuation of existing water-dependent uses along John's Pass Village.

F. PART OF COMMUNITY REDEVELOPMENT PLAN

In a broad sense, this proposed Special Area Plan and associated Activity Center request has been developed with the intent of serving as a redevelopment plan for the area.

G. OVERALL REDUCTION OF DENSITY OR INTENSITY

The analysis of impacts to densities/intensities will be conducted by comparing the existing developed densities/intensities within the amendment area to the proposed maximum allowable densities/intensities. Typically, this analysis would be conducted

by comparing the densities/intensities of the current and proposed categories. However, as this area is currently nonconforming in its standards and has developed as such, it is necessary to compare what is actually developed on the ground to what will be allowed as a result of the proposed amendment.

To that end, Table 5 below incorporates information shown earlier in this staff report and combines them for a clear comparison, showing the existing density/intensity ranges and comparing them to the proposed maximum allowable densities/intensities within the amendment area, by character district. While many of the proposed densities/intensities of the character districts are reflective of the existing development within the JPVAC, there will be increases in the allowable development potential as compared to what is currently developed in the amendment area. It should be noted, however, that increases in Temporary Lodging density do not impact emergency shelter and evacuation route considerations. Furthermore, the increases in density can be deemed minor when considering what is already developed within the CHHA. For example, the Commercial Core District is currently developed at a maximum 14.5 UPA, and the proposed maximum density for this district is 15 UPA.

The proposal results in an overall reduction in residential density from the existing Countywide standards, but there is an increase from existing local Comprehensive Plan standards from 16.7 UPA to 17.83 UPA. Because this area is highly vulnerable to climate hazards, Forward Pinellas is not in support of any increase in residential density.

In Table 5, it is also apparent that the maximum developed densities of some of the character districts (namely, the Low Intensity Mixed Use, John's Pass Resort and Transitional districts), surpass the proposed maximum densities allowed in those respective districts. Per information provided by Madeira Beach staff, these character districts contain certain older condominiums and multifamily properties that were built in the 1950s, '60s, and '70s, which predate the adoption of the city's zoning regulations provided for in the Madeira Beach Code of Ordinances and further, the Comprehensive Plan.

The Madeira Beach Code of Ordinances has provisions that allow for those nonconforming multifamily properties to continue lawfully but restrict further investment. Currently in the Madeira Beach Code of Ordinances, Sec. 110-96 outlines the process to rebuild nonconforming structures after a catastrophic loss from a disaster. Multifamily residential and temporary lodging developments may be rebuilt to the same density, height, and side setbacks, but must comply with the front setback, the county coastal construction control line, floodplain regulations, fire codes, and parking regulations as contained in their certificate of occupancy and any other requirements effective at the time of building permit application. Commercial development must meet the current intensity standards after a catastrophic loss. Many of the commercial buildings within John's Pass Village exceed the allowed FAR. However, it is of note that the city is considering amending their regulations to permit commercial development to build back to the same FARs.

Table 5: Existing Densities/Intensities and Proposed Maximum Densities/Intensities

Character District	Existing Residential and Temporary Lodging Density (UPA)		Proposed Maximum Residential and Temporary Lodging Density (UPA)		Existing FAR Range	Proposed Maximum FAR
	Residential	Temporary Lodging	Residential	Temporary Lodging		
Traditional	10.9	0	15	45	0.03-1.7	2.5 (3.0 with Development Agreement)
Commercial Core	14.5	12.4	15	60 (100 with Development Agreement)	0.2-1.1	2.5 (3.0 with Development Agreement)
Boardwalk	0	0	0	0	0.4-1.3	1.5 (2.0 with Development Agreement)
Low Intensity Mixed Use	9.4-37.7	17.5-34.0	18	40 (60 with Development Agreement)	0.2-0.7	1.5 (2.0 with Development Agreement)
John's Pass Resort	4.8-70	36.4	24	75 (100 with development agreement)	0.1-1.6	2.0 (2.5 with Development Agreement)
Transitional	8.3-45.5	42-58.9	18	50 (75 with Development Agreement)	0.2-1.3	1.5 (2.0 with Development Agreement)

H. CLUSTERING OF USES

As the entirety of the city, including the area encompassing the proposed Activity Center is within the CHHA, it is not possible, nor is there any opportunity or ability, to cluster uses outside of the CHHA.

I. INTEGRAL PART OF COMPREHENSIVE PLANNING PROCESS

The proposed JPVAC Plan has been prepared as an important part of the city's comprehensive planning process and represents the city's expressed objective to recognize and provide for the preservation and enhancement of John's Pass Village as a vital tourist, business and residential component of the city.

5. If the amendment involves the creation, expansion, contraction of, or substantive change to the Activity Center, Multimodal Corridor, or Planned Redevelopment District category, the manner in, and extent to, which the amendment conforms to the purpose and requirements of the applicable category, and addresses the relevant Planning and Urban Design

Principles described in Section 6.2.6 and Land Use Goal 16.0 of the Countywide Plan Strategies.

Staff Analysis: The amendment area involves the establishment of a new Activity Center. As such, it is required to meet the Planning and Urban Design Principles detailed in Section 6.2.6 of the Countywide Rules Land Use Goal 16.0 in the Countywide Plan Strategies. Below are some examples of how these standards have been met, and the associated JPVAC Plan addresses them in further detail:

LOCATION, SIZE AND DENSITY/INTENSITY STANDARDS

The proposed Activity Center is consistent with the locational criteria of Activity Centers and is appropriate in its size. Furthermore, the proposed density/intensity recommendations for the Activity Center do not exceed the maximum standards for the Neighborhood Center subcategory.

CONNECTIVITY

The JPVAC involves improvements in connectivity, particularly along Gulf Boulevard. A key initiative of the proposed Activity Center is to locate and design transit connections on Gulf Blvd (which is a designated Secondary Transit Corridor), to achieve a more visible, direct and safe connection for pedestrians to and from the village, to improve the connections to off-street parking to reduce automobile traffic within the JPVAC and to provide improved connections to the transit system for both automobile and bicycle travel. However, commitments should be made to complete the sidewalk network in the amendment area so that pedestrians can move about in a safe manner.

SITE ORIENTATION

Site orientation provides opportunities to create convenient, safe, and comfortable experiences for pedestrians in relationship to the buildings that adjoin the public right-of-way or building entryway. Many buildings in the Traditional Village, Boardwalk and Commercial Core Character Districts are oriented towards the pedestrian. Furthermore, pedestrians can be unaware of the parking located in the back of the building and is able to focus more on interacting with ground levels of buildings, encouraging them to visit the uses along the pedestrian right-of-way.

PUBLIC REALM ENHANCEMENT

Public realm refers to the publicly owned space and privately owned space adjoining the rights-of-way that can be accessed and used by the public. Within the JPVAC, pedestrian safety and comfort will be achieved by maintain an unobstructed means of accessing both the Traditional Village and Commercial Core Character Districts. Furthermore, the JPVAC identifies two key focal points – one at the main pedestrian point of access to Village Boulevard, and one at the southern terminus of Village Boulevard at 129th Avenue West – as opportunities for significant place-making potential and the establishment of wayfinding, public

seating and landscaping to enhance the public realm. Redevelopment initiatives will consider these two identified focal points.

GROUND FLOOR DESIGN AND USE

The current development pattern in the JPVAC achieves the desired objective of a continuation of interaction between the public right-of-way and adjoining private use through its direct uninterrupted access and use of the ground floor for existing structures.

TRANSITION TO NEIGHBORHOODS

The proposed Activity Center has planned for transitional areas through the Transitional Character District along Gulf Blvd at its northern terminus. This character district provides for a decrease in temporary lodging use density, as well as non-residential floor area intensity from the John's Pass Resort Character District.

Overall, the JPVAC has sufficiently addressed the required Planning and Urban Design Principles. Furthermore, the implementation of these principles will be monitored as zoning and development standards are established.

6. The manner in, and extent to, which the amendment significantly impacts a public educational facility or an adjoining jurisdiction.

Staff Analysis: The proposed amendment is not adjacent to a public educational facility or adjoining jurisdiction; therefore, those policies are not applicable.

7. If the amendment involves the conversion from the Employment (E), Industrial (I), or Target Employment Center (TEC) category, the extent to which the amendment area can continue to provide for target employment opportunities as evaluated and set forth in Section 6.5.4.5.

Staff Analysis: The proposed amendment area does not involve the reduction of land designated as Industrial or Employment; therefore, those policies are not applicable.

PUBLIC CORRESPONDENCE

City staff have held the following community engagement opportunities:

- Three public meetings
 - One business focus
 - Two general public focus
- Online Survey
- Alternatives were presented

- Input from meeting guided current proposal

Forward Pinellas has received 36 emails of public opposition. The following were main areas of concern:

- Main concern: increase in density / intensity
- Traffic congestion
- Allowing more hotel/condos
- Ruin Madeira Beach appeal
- Overdevelopment

CONCLUSION

In consideration of, and based upon a balanced determination of the Relevant Countywide Considerations, it has been determined that the proposed Activity Center is generally consistent. However, the CHHA location, limited walkability, amendment area size of 27 acres, and the fact that this area is not identified as an existing or future Activity Center supports a Neighborhood Center subcategory with no increase in residential density. Therefore, it is recommended that the board consider an alternative compromise recommendation as per Section 6.3.1 of the Countywide Rules to approve an amendment to the Neighborhood Center subcategory of the Activity Center designation.

Map A1 Reclassified Special Centers Location

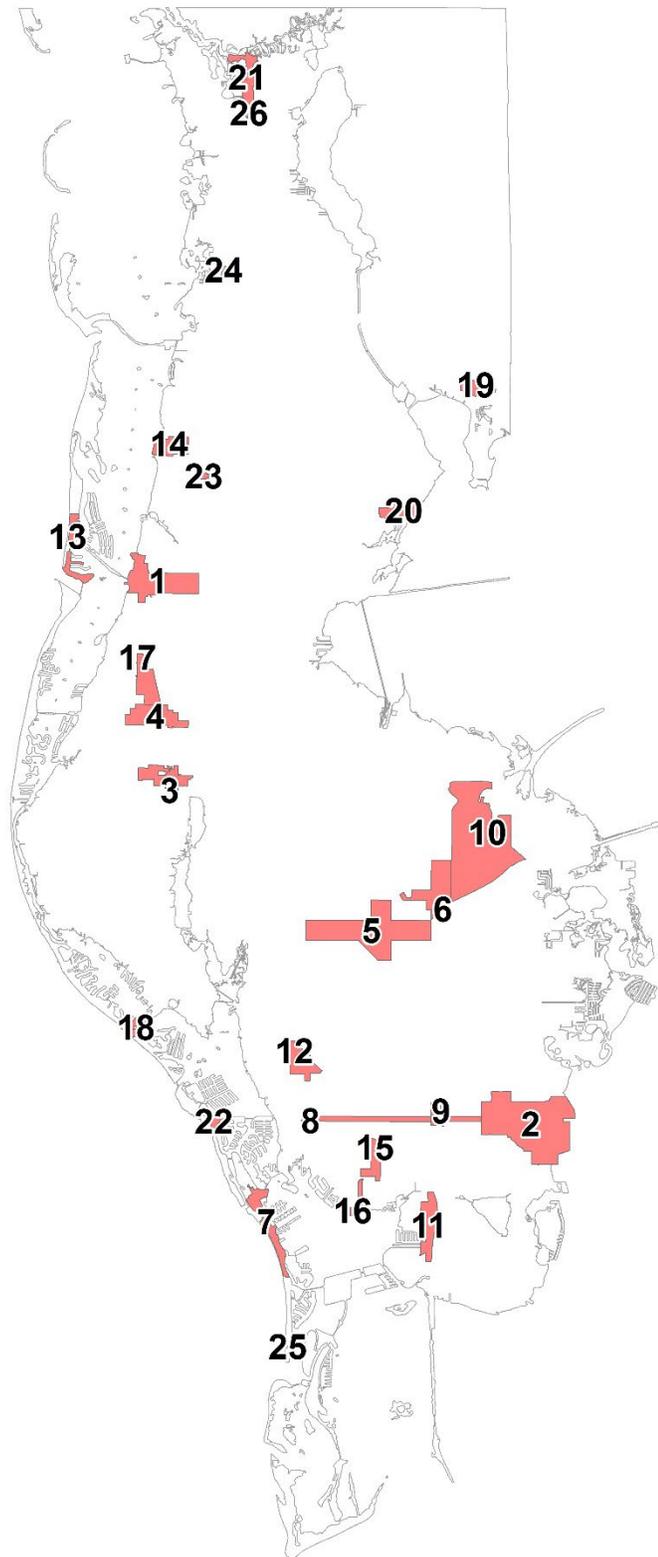


Table A1
Reclassified Special Centers

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

2.3.3.15 Category/Symbol – Activity Center (AC).

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

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

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

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

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

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

Other Standards – Shall include the following:

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

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

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

Notes:

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

Table 2-4
Locational Criteria for Activity Center Subcategories

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

Notes:

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

- B. An individual Activity Center, Multimodal Corridor, or Planned Redevelopment District may be considered as a unified development for the purposes of this section.
- C. Where the sending and receiving areas are designated with different land use categories, the combined sending and receiving areas may not exceed five acres.

5.2.1.4 Density/Intensity Pools

5.2.1.4.1 The Density/Intensity Pool process may be used to transfer density and/or intensity from one or more sending areas into an entitlement pool from which density/intensity bonuses are granted to receiving areas meeting locally specified criteria, subject to the general provisions of Section 5.2.1.1 and the following:

- A. A Density/Intensity Pool may only be used within an individual Activity Center (AC), Multimodal Corridor (MMC), or Planned Redevelopment District (PRD).
- B. The sending and receiving areas may be contiguous or non-contiguous.
- C. Density and/or intensity may be transferred from either undeveloped or existing developed property.
- D. The criteria and methodology for transferring density/intensity from a sending area to a Density/Intensity Pool, and from a Density/Intensity Pool to a receiving area, must be adopted as part of the local plan and/or code provisions filed of record in support of the AC, MMC or PRD.

SEC. 5.2.2 ALTERNATIVE TEMPORARY LODGING USE STANDARDS.

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

- A. A local government may utilize all, or any part of, the higher temporary lodging densities and associated intensities included in the accompanying Table 5-1, provided that both a density and intensity standard are applied to the temporary lodging use.
- B. Amendment of the local government comprehensive plan and land development regulations to provide for all, or any portion of, the alternative densities and intensities in Table 5-1, based on a Development Agreement prepared and approved pursuant to Sections 163.3220-163.3243, Florida Statutes, as amended.
- C. A Development Agreement proposing to utilize the higher densities and intensities identified in Table 5-1 and authorized by this Section shall address, at a minimum, the following:
 1. The ability of the local government, or the applicable service provider, to meet the concurrency management standards for sanitary sewer, solid waste,

drainage, and potable water, as required pursuant to Section 163.3180, Florida Statutes, and the applicable local government or service provider plan and regulations.

2. Provision for all temporary lodging uses to comply with all county and local hurricane evacuation plans and procedures to ensure orderly evacuation of guests and visitors pursuant to the Pinellas County Code, Chapter 34, Article III. In particular, all temporary lodging uses which are located in Hurricane Evacuation Level A, as identified by the Pinellas County Comprehensive Emergency Management Plan, shall prepare a legally enforceable mandatory evacuation/closure covenant, stating that the temporary lodging use will be closed as soon as practicable after a hurricane watch is posted for Pinellas County by the National Hurricane Center. Further, a plan implementing the closure and evacuation procedures shall be prepared and submitted to the county or municipal emergency management coordinator, whichever is applicable, within 90 days of the issuance of a certificate of occupancy. This plan will be updated and sent for review when there is a change of ownership or substantive change to the plan or as required by the county or municipal emergency management coordinator, whichever is applicable.
3. Design considerations in Section 5.2.2.2, the mobility management provisions in Section 5.2.2.3 and the restrictions on temporary lodging use in Section 5.2.2.4 set forth following.
 - D. A Development Agreement prepared pursuant to this Section shall be approved by the local government governing body, recorded with the Clerk of the Circuit Court pursuant to Section 163.3239, Florida Statutes, a copy filed with the Property Appraiser's Office, and a copy submitted to the PPC and CPA for receipt and filing within fourteen days after recording. The development limitations set forth in the Development Agreement shall be memorialized in a deed restriction, which shall be recorded in the Official Records of Pinellas County prior to the issuance of a building permit for the temporary lodging use.
 - E. The alternative densities and intensities set forth in Table 5-1 are maximums, except as provided for in F. below. A local government may choose to utilize a density and intensity standard equal to or less than the alternative density and intensity standard, when adopted in their comprehensive plan and land development regulations, based on the maximums set forth in Table 5-1.
 - F. Intensity standards governing floor area ratio (FAR) and impervious surface ratio (ISR) may be varied by the local government with jurisdiction pursuant to the provisions of Division 7.4 of these Rules. The FARs in Table 5-1 apply to the temporary lodging use, residential dwelling uses integrated in the same structure with the temporary lodging use, associated parking structures, and uses accessory to temporary lodging uses (e.g., meeting space, restaurants, spas, clubs, etc.).

- G. For development that includes a combination of temporary lodging and residential dwelling use, each use shall be allowed in proportion to the size of the property and the permitted density and intensity of the respective use.

Table 5-1
Alternative Temporary Lodging Density and Intensity Standards

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

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

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

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

5.2.2.3 Mobility Management. The applicant shall ensure that a project authorized to use the increased density and intensity provided for in Table 5-1 adequately addresses its impacts on the surrounding road network through the implementation of mobility improvements or strategies consistent with the Pinellas County Mobility Plan, as implemented by the countywide Multimodal Impact Fee Ordinance.

5.2.2.4 Operating Characteristics and Restrictions. The purpose of this provision is to ensure that a project authorized to use any portion of the increased density and intensity provided for in Table 5-1 is built, functions, operates, and is occupied exclusively as temporary lodging.

In particular, temporary lodging uses at the densities/intensities in Table 5-1, or any density higher than the standard density provided for such use in each applicable Countywide Plan Map category, or the local future land use plan designation where it may be more restrictive, shall comply with the following restrictions:

- A. No temporary lodging unit shall be occupied as a residential dwelling unit, and a locally-determined maximum length of stay for any consecutive period of time shall be established by the local government to ensure that any temporary lodging use does not function as a residential use.
- B. Temporary lodging units shall not qualify or be used for homestead or home occupation purposes.
- C. All temporary lodging units must be included in the inventory of units that are available within a temporary lodging use.
- D. No conversion of temporary lodging units to residential dwelling units shall be permitted unless the conversion is in compliance with the Countywide Rules with respect to the permitted residential density and, where applicable, the intensity for associated nonresidential uses.
- E. A temporary lodging use may include accessory uses, such as recreational facilities, restaurants, bars, personal service uses, retail uses, meeting space, fitness centers, spa facilities, parking structures and other uses commonly associated with temporary lodging uses. All such uses shall be included in the calculation of allowable floor area ratio.
- F. Any license required of a temporary lodging use by the local government, county, or state agency shall be obtained and kept current.
- G. Temporary lodging uses shall be subject to all applicable tourist development tax collections.

- H. A reservation system shall be required as an integral part of the temporary lodging use, and there shall be a lobby/front desk area that must be operated as a typical lobby/front desk area for temporary lodging would be operated.
- I. Temporary lodging uses must have sufficient signage that complies with local codes and is viewable by the public designating the use as a temporary lodging use.
- J. The books and records pertaining to use of each temporary lodging unit shall be open for inspection by authorized representatives of the applicable local government, upon reasonable notice, in order to confirm compliance with these regulations as allowed by general law.
- K. The applicable local government may require affidavits of compliance with this Section from each temporary lodging use and/or unit owner.

September 7, 2023

The Honorable James Rostek
Mayor, City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

Dear Mayor Rostek:

The Florida Department of Commerce (FloridaCommerce) has reviewed the proposed comprehensive plan amendment for Madeira Beach (Amendment No. 23-03ESR) received on August 8, 2023. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Christina Nazaire, Planning Analyst, by telephone at (850)-717-8532 or by email at christina.nazaire@commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /cn

Enclosure(s): Procedures for Adoption

cc: Jenny Rowan, CFM, Community Development Director
Sean Sullivan, Executive Director, Tampa Bay Regional Planning Council

**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS
FOR EXPEDITED STATE REVIEW**

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce’s electronic amendment submittal portal “**Comprehensive Plan and Amendment Upload**” (<https://fldeo.my.salesforce-sites.com/cp/>) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Item 4J.

Bartow Office

170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office

78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office

7601 U.S. 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Ed Armstrong
Chair, Pinellas

Michelle Williamson
Vice Chair, Hillsborough

John Mitten
Secretary, Hernando, Marion

Jack Bispham
Treasurer, Manatee

Kelly S. Rice
Former Chair, Citrus, Lake,
Levy, Sumter

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John Hall
Polk

James Holton
Pinellas

Dustin Rowland
Pasco

Robert Stern
Hillsborough

Nancy Watkins
Hillsborough, Pinellas

Brian J. Armstrong, P.G.
Executive Director

September 6, 2023

Ms. Jenny Rowan, AICP
Community Development Director
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

Subject: **Madeira Beach 23-3ESR**

Dear Ms. Rowan:

The Southwest Florida Water Management District (District) has reviewed the proposed amendment. It does not appear that it will result in any adverse regional water resource-related impacts. Therefore, we are not forwarding any comments for consideration.

We appreciate this opportunity to participate in the review process. If you have any questions or require further assistance, please do not hesitate to contact me at (352) 269-6937 or james.golden@watermatters.org.

Sincerely,

James J. Golden, AICP
Senior Planner

JG
cc: Barbara Powell, FC

From: [Jenny Rowan](#)
To: [VanBlargan, Clara](#)
Cc: [Morris, Andrew](#)
Subject: FW: Madeira Beach 23-03ESR Proposed
Date: Monday, September 11, 2023 2:50:40 PM
Attachments: [image002.png](#)

Jenny Rowan, CFM

Community Development Director
 City of Madeira Beach
 727-391-9951 x 255

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Thursday, September 7, 2023 6:25 PM
To: Jenny Rowan <jrowan@madeirabeachfl.gov>; DCPexternalagencycomments <dcpexternalagencycomments@deo.myflorida.com>
Cc: Plan_Review <Plan.Review@dep.state.fl.us>
Subject: [e] Madeira Beach 23-03ESR Proposed

To: Jenny Rowan, CFM, Community Development Director

Re: Madeira Beach 23-03ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.



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

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