



**BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
Wednesday, September 13, 2023 at 6:00 PM
Commission Chambers - 300 Municipal Drive**

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. INVOCATION AND PLEDGE OF ALLEGIANCE - City Attorney Thomas Trask**
- 3. ROLL CALL**
- 4. APPROVAL OF THE AGENDA**
- 5. PROCLAMATIONS - Mayor/City Clerk**
- 6. PRESENTATIONS (limited to 10 minutes each)**
- 7. 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.

For any quasi-judicial public hearings that might be on the agenda, an affected person may become a party to a quasi-judicial proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a notice of intent to be a party with the Community Development Director not less than five days prior to the hearing.

8. CONSENT AGENDA

Any member of the Board of Commissioners can ask to pull a consent item for separate discussion and vote.

A. Approval of Minutes

B. Request for information (RFI) 2023-06 Continuing Engineering Consultants and Urban Design Services Contract Approval

C. Approval of 2023, Emergency Medical Services ALS First Responder Agreement

9. PUBLIC HEARINGS

A. Ordinance 2023-18, Fees & Collection Procedures Manual FY 2023 - 2nd Reading & Public Hearing

B. Ordinance 2023-23, Board of Commissioners Compensation and Health Insurance – 2nd Reading & Public Hearing

C. Ordinance 2023-24, FRS Reinstatement - 2nd Reading & Public Hearing

D. Ordinance 2023-25, Adjusting Election District Boundaries – 2nd Reading & Public Hearing

10. UNFINISHED BUSINESS

A. City Attorney Discussion/Selection

B. Amendment of Board of Commissioners Meeting Schedule

11. CONTRACTS/AGREEMENTS

12. NEW BUSINESS

A. Appointments - Planning Commission

13. STAFF REPORTS

14. AGENDA SETTING - September 27, 2023

A. Smoking/Vaping Ban on Sand, Parks, Public Places

B. Special Events Parking at Library, City Hall, Rex Pl

C. RFP - Master Plan

15. REPORTS/CORRESPONDENCE

A. Board of Commissioners

B. City Attorney

C. City Manager

D. City Clerk

16. 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 223 or fax a written request to 727-399-1131.



MINUTES
BOARD OF COMMISSIONERS
SPECIAL MEETING
AUGUST 9, 2023
5:00 P.M.

The City of Madeira Beach Board of Commissioners held a special meeting at 5:00 p.m. on August 9, 2023, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: James "Jim" Rostek, Mayor
Ray Kerr, Vice Mayor/Commissioner District 2
David Tagliarini, Commissioner District 1
Eddie McGeehen, Commissioner District 3
Anne-Marie Brooks, Commissioner District 4

MEMBERS ABSENT:

CITY STAFF PRESENT: Robin Gomez, City Manager
Clara VanBlargan, City Clerk
Thomas Trask, City Attorney

1. CALL TO ORDER

Mayor Jim Rostek called the meeting to order at 5:00 p.m.

2. ROLL CALL

City Clerk Clara VanBlargan called the roll. All were present.

3. PUBLIC COMMENT

There were no public comments.

4. AGENDA ITEM TOPICS

Mayor Rostek announced:

A. Upon adjournment of this open meeting the Board of Commissioners shall commence an out of the sunshine meeting on the case of City of Madeira Beach vs. Overture Realty, LLC a Kentucky Limited Liability Company, Case No. 20-001097-CI, Circuit Court of the Sixth Judicial Circuit, Pinellas County, Florida.

B. It is estimated that the meeting will take approximately one (1) hour; and

C. The names of the persons attending the session will be:

- Mayor James “Jim” Rostek
- Vice Mayor/Commissioner Ray Kerr
- Commissioner David Tagliarini
- Commissioner Eddie McGeehen
- Commissioner Anne-Marie Brooks
- City Manager Robin Gomez
- Attorney Matthew Weidner
- Attorney Thomas J. Trask

D. Recess Meeting to hold out of Sunshine Meeting

The Mayor recessed the meeting at 5:01 p.m. to hold the out of the sunshine meeting.

E. Return to Public, Re-open Meeting to Public and Announce that the Out of Sunshine Meeting has been Terminated.

The Mayor reconvened the special meeting at 5:55 p.m. and announced that the out of sunshine meeting had been terminated.

5. ADJOURNMENT

Mayor Rostek adjourned the special meeting at 5:56 p.m.

ATTEST:

James “Jim” Rostek, Mayor

Clara VanBlargan, MMC, MSM, City Clerk



MINUTES
BOARD OF COMMISSIONERS
REGULAR MEETING
AUGUST 9, 2023
6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on August 9, 2023, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: James "Jim" Rostek, Mayor
Ray Kerr, Vice Mayor/Commissioner District 2
David Tagliarini, Commissioner District 1
Eddie McGeehen, Commissioner District 3
Anne-Marie Brooks, Commissioner District 4

MEMBERS ABSENT:

CITY STAFF PRESENT: Robin Gomez, City Manager
Clara VanBlargan, City Clerk
Thomas Trask, City Attorney

1. CALL TO ORDER

Mayor Rostek called the meeting to order at 6:01 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

City Attorney Tom Trask gave the Invocation and led the Pledge of Allegiance.

3. ROLL CALL

City Clerk Clara VanBlargan called the roll. All were present.

4. APPROVAL OF THE AGENDA

There were no changes made to the agenda.

5. PROCLAMATIONS

There were no proclamations.

6. PRESENTATIONS

There were no presentations.

7. PUBLIC COMMENT

Thomas Whalley, 60 137th Avenue Circle, said the City could reach a bigger pool of attorneys by using the free Florida Bar website. The two bids that were accepted should be rejected and readvertised. There should be a public interview of the final candidates. He called on the Board to immediately act on the insubordination of Attorney Trask with disciplinary consequences. He asked Attorney Trask how many bar complaints he and his firm had. He suggested the City have an in-house attorney to save the City a lot of money.

Nancy Briner, 144th Avenue, expressed concern about the John's Pass Activity Center. She asked Vice Mayor Kerr, Commissioner McGeehen, and Commissioner Brooks what method they used to reach out to their constituents regarding John's Pass Activity Center. She wanted to know about how many people were contacted because she was not. The Mayor said he used email, the phone, knocked on doors and met with people. Vice Mayor Kerr said it was not a question and answer session; if she wanted a response she could fill out a comment card. Commissioner McGeehen said he received her email and responded. He received both yes and no from the people in District Three.

John Hendricks, 569 Normandy Road, said the Trask Daigneault firm does a lot of work for the Florida League of Cities and is a highly respected firm in Florida. He thought the City should stay with Trask Daigneault. In the last meeting, the Mayor read emails from two individuals. He provided a printout of the City's policy to each Commissioner. Emails were read during Covid, but it ended. Part of being a commissioner is to build relationships to help bring funding to the City to make it a better city.

Tom Edwards, District 1 resident, said he previously recommended the bid for an attorney be advertised with the Florida Bar and local Bars. It would not be unusual for them to put the bid out again. He thought they should do their due diligence and hear what other companies have to offer.

Mayor Rostek said he received an email from a previous commissioner, and he would not read it because it did not concern City business.

Donajo Mathis, 420 137th Avenue Circle, said she supported reposting the City Attorney position in order to get a broader spectrum of applicants.

Bob Spaeth, a Madeira Beach resident, said to get rid of any suspicion, the bid should be put out again for rebid.

Commissioner Brooks said the City Attorney works for the Commission not the citizens. The Board works together as a team to give direction. They should come together to move the City forward with a kind and positive tone.

8. CONSENT AGENDA

A. Approval of Minutes

- **2023-06-28, BOC Budget Workshop Meeting Minutes**
- **2023-06-28, BOC Regular Workshop Meeting Minutes**
- **2023-07-12, BOC Regular Meeting Minutes**
- **2023-07-26, BOC Budget Workshop Meeting Minutes**
- **2023-07-26, BOC Regular Workshop Meeting Minutes**

Vice Mayor Kerr asked to add a statement made by Megan Wepfer in the July 26, 2023 BOC Regular Workshop Meeting regarding DemandStar. In the meeting minutes for that meeting on Page 40 of the agenda packet in the fifth paragraph it says, "Megan Wepfer explained how DemandStar works. The software shows the number of broadcasts, the number of downloads, and the number of submittals." He would like to add to the end of that another statement she made, "The software shows the RFQ broadcast to 91 different law firms. Eleven of those law firms downloaded it, and two firms submitted a completed RFQ." He asked that the DemandStar report be available to the Commission.

Vice Mayor Kerr motioned to approve the Consent Agenda as amended. Commissioner Tagliarini seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner Tagliarini	"YES"
Commissioner Brooks	"YES"
Commissioner McGeehen	"YES"
Mayor Rostek	"YES"

The motion carried 5-0.

9. PUBLIC HEARINGS

A. Ordinance 2023-18, Fees & Collection Procedures Manual FY 2023 – 1st Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-08 by title only:

ORDINANCE 2023-18

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

Finance Director Andrew Laflin said it was discussed in the last workshop meeting. Staff recommended approval of Ordinance 2023-18.

Mayor Rostek opened to public comment. There were no public comments.

Commissioner Tagliarini motioned to approve Ordinance 2023-18, Fees & Collection Procedures Manual FY 2023, on first reading & public hearing. Commissioner Brooks seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Commissioner Brooks	"YES"
Commissioner McGeehen	"YES"
Vice Mayor Kerr	"YES"
Mayor Rostek	"YES"

The motion carried 5-0.

A. Ordinance 2023-23, Board of Commissioners Compensation and Health Insurance – 1st Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-23 by title only:

ORDINANCE 2023-23

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

Mayor Rostek opened to public comment. There were no public comments.

Commissioner Tagliarini asked if there were changes to the salary. The City Attorney said there were no changes to the salary.

Commissioner Brooks asked what the current health insurance cost is for an employee. The City Manager said they budgeted \$20,000 per employee for FY 2024. Commissioner Brooks said voting for it would essentially be voting for a \$20,000 income for a commissioner. Vice Mayor Kerr said it was a good point, but that is the top end that any commissioner could get, and many commissioners are already covered. It would be a great value to some members and would inspire others to run.

An unidentified man asked if there would be a tax implication for the commissioners for it. The City Manager said it is a taxable benefit and would be the same as any other employee.

Commissioner Tagliarini motioned to approve Ordinance 2023-23, Board of Commissioners Compensation and Health Insurance on first reading & public hearing. Vice Mayor Kerr seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Commissioner Brooks	"NO"
Mayor Rostek	"YES"

The motion carried 4-1.

B. Ordinance 2023-24, FRS Reinstatement – 1st Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-24 by title only:

ORDINANCE 2023-24

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

Mayor Rostek opened to public comment. There were no public comments.

Vice Mayor Kerr said it was discussed at length at a workshop. Reverting back to FRS would be a great benefit for the employees.

Commissioner Tagliarini said FRS is a very safe option.

Commissioner Brooks motioned to approve Ordinance 2023-24, FRS Reinstatement on first reading & public hearing. Commissioner Tagliarini seconded the motion.

ROLL CALL:

Commissioner Brooks	"YES"
Commissioner Tagliarini	"YES"
Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Mayor Rostek	"YES"

The motion carried 5-0.

C. Ordinance 2023-25, Adjusting Election District Boundaries – 1st Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2023-25 by title only:

ORDINANCE 2023-25

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

Mayor Rostek opened to public comment.

Chuck Dillon, 529 Lillian Drive, asked why they needed four distinct districts. The City is not that big. He wondered how it would affect the election.

Commissioner Tagliarini thought it was important to have people who live in specific areas represent that area. It is important to have the same number of people represented by each commissioner. There is an advantage to having someone represent a specific district.

Vice Mayor Kerr asked if the new district lines would impact the upcoming election. The City Clerk said no, it would impact the election in March 2025.

Vice Mayor Kerr agreed it was important to have one resident from each district.

Commissioner McGeehen agreed with the districts and thought commissioners should reach out to other districts for opinions.

Commissioner Tagliarini motioned to approve Ordinance 2023-25, Adjusting Election District Boundaries on first reading & public hearing. Commissioner Brooks seconded the motion.

ROLL CALL:

- Commissioner Tagliarini "YES"
- Commissioner Brooks "YES"
- Vice Mayor Kerr "YES"
- Commissioner McGeehen "YES"
- Mayor Rostek "YES"

The motion carried 5-0.

10. UNFINISHED BUSINESS

A. Tom and Kitty Stuart Park Parking

Mayor Rostek opened to public comment.

Chuck Dillon, 529 Lillian Drive, asked that the two designated parking spots be located beside each other on the south side of the property because signs could easily be installed there.

John Connolly, Normandy Road, suggested they designate the signs to say between 10 and 4 for residential only. That way, they could still make money.

Paul Tilka, North Bayshore Drive, encouraged the Board to vote to give the parking spots back they lost when the City took over the park.

Commissioner Brooks said they agreed at the workshop to give two spots a trial run. She liked the idea of putting the hours on the signs. When the park was changed, there were no designated spots for anyone. She supported doing a trial run but reminded the citizens there are five dedicated spots for residents across the street with a crosswalk to safely cross the street. Commissioner Tagliarini said he reminded residents through email they could park there for free, and it has always been available to them.

Commissioner Tagliarini said he had two emails requesting four spots. He is in favor of two spots, and he likes the idea of putting them both on the same side.

The Mayor said he would like to see four spaces as a trial, two against the beach and two against Gulf Boulevard. It would need to be monitored so they could gauge the success or failure of it. The City Manager said the spots would be well marked, and staff would monitor and enforce it. The Mayor suggested asking Pinellas County Sheriff's Office to assist with parking enforcement.

Vice Mayor Kerr said they do not know how it is going to be monitored, so how would they know the success or failure? If they could monitor it, what would be success? He asked if one of the resident spaces should be for handicapped residents. He suggested raising the rates of all the spots in the park to be comparable to what is being charged across the street as a way to recoup the revenue being lost by the resident spaces. The City Manager said it would need to be done by ordinance.

The Mayor asked where the City stands rate-wise compared to other beach communities. The City Manager said the City has the least expensive public parking. The Mayor suggested raising the rate by 25 cents for all public parking. Vice Mayor Kerr said he is trying not to make parking in Kitty Stuart Park an advantage over the lot across the street.

Commissioner Tagliarini said the measure of their success would be that they can say they have made a commitment to improve the quality of life for the residents.

Commissioner Brooks suggested a trial of two spaces for resident only and two spaces for resident only with limited parking of 10-4. The Mayor said it would confuse people.

Commissioner Brooks asked if there was anything in the development agreement about parking. The City Attorney said the City agreed with the developer at the time it would be first come first serve use of the parking spaces. Signing and designating the spaces may be a violation of the development agreement. Commissioner Brooks suggested tabling the item. The City Attorney said the development agreement may have expired and would look into it. He suggested they move forward with what they want to do and make it contingent upon City Manager and City Attorney review.

Vice Mayor Kerr suggested doing the four spots, one of which is handicapped, contingent on raising the rates of the other spots equal to the lot across the street. Mr. Dillon said they could not take the handicapped spot away from the restaurant or add another handicapped spot because they are wider and they would lose a parking spot. The City Manager said they would not take it away.

The City Manager said the development agreement had expired.

The Mayor clarified they would do a trial period of four months of three regular parking spots and one handicapped spot. Two would be against the beach, and two would be against Gulf Boulevard, with no time parameter or limits on the parking times. They would have Parking Enforcement Supervisor Jamal Yahia collect data for success or failure. The City Manager said they would look to begin marking the spots by September 1st.

Mr. Connolly asked that an email or newsletter about the change be sent to the citizens.

Vice Mayor Kerr asked if they were going to do the rate change or if it had to be done separately. The City Attorney said it would need to be done separately by ordinance. The Mayor suggested waiting until the four-month trial is done. Vice Mayor Kerr said there is an incentive to use the Park versus the lot that was put in across the street. They have had resident push-back about Kitty Stuart Park always being full. The Mayor said his suggestion was to raise all the City parking by 25 cents to make up the difference. It would bring them in line with other beach communities and provide more income to the City.

Bill Karns, 101 150th Avenue, said people can valet park at Caddy's for six dollars. It sounded like they were putting the burden on Caddy's, and he did not think that was fair. The Mayor said it was a very valid point.

Commissioner Tagliarini made a motion to do a trial period of four months of three regular parking spots and one handicapped spot. Two would be against the beach, and two would be against Gulf Boulevard, with no time parameter or limits on the parking times. The City Manager and Mr. Yahia would do the data collection. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Tagliarini "YES"

Commissioner McGeehen	"YES"
Commissioner Brooks	"YES"
Vice Mayor Kerr	"YES"
Mayor Rostek	"YES"

The motion carried 5-0.

Commissioner McGeehen asked if the handicapped spot at the Park is wheelchair accessible to the beach. The City Manager said they could get to the bathroom building and the sand.

B. Fitness Center Public Usage

Mayor Rostek opened to public comment. There were no public comments.

Recreation Director Jay Hatch said he did not receive or find documentation on the grant received for the equipment. The description of the Firefighter Grant Program on the FEMA website reads, "Fire safety grants fund critically needed resources to equip and train emergency personnel and enhance efficiencies and support community resilience."

The City Attorney said he would check the language of the grant to see if it was to be used solely for the firefighters and if there was a recorded restrictive covenant. He will have an answer by the next workshop.

Commissioner Tagliarini motioned to table the item until they found out the answers. The motion died for lack of a second.

Vice Mayor Kerr said he believes the fitness center should be dedicated to the firefighters. He did not see any need to open it to the public and create more of a burden for the Recreation Department. There is a liability for someone getting hurt. He thought it should be voted on and not tabled. It was brought to prior Commissions multiple times and shot down every time.

The Mayor said they talked about it at a workshop, and it appeared everyone was in agreement and they were waiting for the language of the grant. Vice Mayor Kerr did not recall it that way.

Commissioner Brooks said she had a different opinion then because she did not have all the facts. The grant was for the equipment for the Fire Department to use. They should not have to work around anyone to use the gym. She did not think she could vote to open it to the public. There is an expense to get it open and an expense to maintain it. Vice Mayor Kerr guaranteed as soon as they open it, there would be a request for different or additional equipment. It would be an expense that would continue to grow over time.

Commissioner McGeehen thought the public should be allowed to use the gym at the rate they talked about, ten dollars a month.

Commissioner Brooks suggested they talk about the possibility of a rec center-type gym similar to Seminole or St. Pete.

Commissioner Tagliarini motioned to accept staff recommendation to open the gym to residents only for a trial period until December 31, 2023. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Commissioner McGeehen	"YES"
Vice Mayor Kerr	"NO"
Commissioner Brooks	"NO"
Mayor Rostek	"YES"

The motion carried 3-2.

11. CONTRACTS/AGREEMENTS

A. Gulf Beaches Public Library Service Contract

The City Manager said it is what the City will pay in FY 2024 for the library services. The Commission already approved the Gulf Beaches Library Budget in a prior meeting.

Mayor Rostek opened to public comment. There were no public comments.

Commissioner Tagliarini motioned to approve the Gulf Beaches Public Library Service Contract for October 1, 2023, through September 30, 2024. Commissioner Brooks seconded the motion.

ROLL CALL:

Commissioner Tagliarini	"YES"
Commissioner Brooks	"YES"
Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Mayor Rostek	"YES"

The motion carried 5-0.

B. Approve Pinellas Public Library Cooperative Renewal Agreement

The City Manager said the Cooperative is asking for approval of the five-year extension. It would allow for sharing of resources, materials, applying for grants, and a variety of different library services. There were no changes to the agreement.

Mayor Rostek opened to public comment. There were no public comments.

Commissioner Brooks motioned to approve the Pinellas Public Library Cooperative Renewal Agreement. Vice Mayor Kerr seconded the motion.

ROLL CALL:

Commissioner Brooks	"YES"
Vice Mayor Kerr	"YES"
Commissioner McGeehen	"YES"
Commissioner Tagliarini	"YES"
Mayor Rostek	"YES"

The motion carried 5-0.

C. Facility Use Contract – The Spring Games, LLC

The City Manager said it is a one-year agreement with The Spring Games, LLC to host the college softball games in February and March 2024 at ROC Park. The City would be reimbursed by Visit St. Pete/Clearwater for the maintenance of the fields.

Mayor Rostek opened to public comment. There were no public comments.

Vice Mayor Kerr motioned to approve the Facility Use Contract with The Spring Games, LLC. Commissioner Tagliarini seconded the motion.

ROLL CALL:

Vice Mayor Kerr	"YES"
Commissioner Tagliarini	"YES"
Commissioner McGeehen	"YES"
Commissioner Brooks	"YES"
Mayor Rostek	"YES"

The motion carried 5-0.

12. NEW BUSINESS

A. Resolution 2023-09, Employer Contribution to Health and Dental Premium

City Attorney Tom Trask read Resolution 2023-09 by title only:

RESOLUTION 2023-09

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, INCREASING THE CITY OF MADEIRA BEACH'S MONTHLY MEDICAL AND DENTAL PREMIUM CONTRIBUTION ON BEHALF OF EMPLOYEES TO INCLUDE CONTRIBUTING FIFTY PERCENT (50%) OF THE HEALTH AND

DENTAL PREMIUM ASSOCIATED WITH AN EMPLOYEE'S SPOUSE, CHILD, OR FAMILY; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Rostek opened to public comment. There were no public comments.

The Mayor said it is the right thing to do and it is a necessity.

Commissioner Brooks motioned to approve Resolution 2023-09, Employer Contribution to Health and Dental Premium. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Brooks	"YES"
Commissioner McGeehen	"YES"
Commissioner Tagliarini	"YES"
Vice Mayor Kerr	"YES"
Mayor Rostek	"YES"

The motion carried 5-0.

B. Commission – Prior Issues on Developments, Litigation

The City Manager said emails were provided in the agenda packet regarding the item. They will not comment on any items that have pending litigation. The first item regarding representation has pending litigation. Questions could be answered on a one-on-one basis.

The Mayor said the City Attorney sent the Board an email about PD zoning, and he had trouble finding the answer to whether front, side, and rear setbacks could change. The City Attorney said it was in the last line of the email, "Based upon the above analysis, it is my opinion that the statement made by Community Development Director Rowan regarding the BOC's authority and considering the heights of structure/buildings and setbacks in the PD approval process was accurate." The Mayor asked why he was writing his opinion; he was looking for facts. The City Attorney said the facts are in the email. The purpose of a planned development is the flexibility of deciding what they want to build on a piece of property. The City Clerk asked for the date of the email in case she received a request for it.

The City Manager said everything the City does is a public record, and upon request, the City will provide it. The City Clerk does not have every single document but does have access to them. The City is about transparency, accountability, and promoting good government, and it does not hide anything. The City Clerk said they are required to monitor for exemptions. Today's public record may be exempt tomorrow, depending on if it is part of litigation.

Commissioner Brooks said the emails regarding the \$70,000 impact fee waiver given to the developer in 2016 really struck her. The City did not collect impact fees until recently. The impact fees are called Transportation Impact Fees, and they go to the county. It was for improvements to be made on the property by the developer in relation to transportation. The \$70,000 was a "credit"

for improvements that had already been completed on the property. Nobody did anything wrong. They need to be mindful of taking every opinion that comes in email at face value. If they are going to believe the emails without rooting them in fact, then they would create a distrust in the community.

13. STAFF REPORTS

There were no staff reports.

14. AGENDA SETTING – August 23, 2023 BOC Workshop Meeting

- A. Interviews with the two Law Firms that responded to RFQ 23-08 City Attorney – Trask Daigneault, LLP and Weiss Serota Helfman Cole & Bieman, P.L.**
- B. Amendment to ALS First Responder Agreement**
- C. Smoking/Vaping Ban on Sand, Parks, Public Places**
- D. RFI 2023-06 Engineering Continuing Services – Engineers of Record**

Commissioner Tagliarini asked if they could just have the interviews on the agenda because it might be an important and lengthy discussion.

Commissioner Brooks asked if other municipalities advertise RFQs differently than the City did. The City Manager said the main listing is a city's website.

Vice Mayor Kerr asked how many law firms in the area specialize in municipal law. The City Attorney said there are four or five.

Items removed from the workshop agenda:

1. Amendment to ALS First Responder Agreement
2. Smoking/Vaping Ban on Sand, Parks, Public Places

15. REPORTS/CORRESPONDENCE

A. Board of Commissioners

The Board of Commissioners had no report.

B. City Attorney

The City Attorney had no report.

C. City Manager

The City Manager invited everyone to the Holiday Isles Elks for breakfast with the City Manager at 10 a.m. on Saturday. He reminded everyone the next budget work session will be on Wednesday, August 23rd, at 4:00 p.m.

D. City Clerk

The City Clerk said she appreciated the Board allowing her to purchase Laserfiche. A public portal for public records will be available. The program will be monitored for public records exemptions and redactions purposes. She hoped it would be running before the end of the year. It takes a while to build it out. She wanted to put together a presentation workshop to show the Board and the public how to use the public portal when completed.

16. ADJOURNMENT

Mayor Rostek adjourned the meeting at 8:38 p.m.

James “Jim” Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk



MINUTES

BOARD OF COMMISSIONERS BUDGET WORKSHOP MEETING AUGUST 23, 2023 4:00 P.M.

The City of Madeira Beach Board of Commissioners held a budget workshop meeting at 4:00 p.m. on August 23, 2023, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: James "Jim" Rostek, Mayor
Ray Kerr, Vice Mayor/Commissioner District 2
David Tagliarini, Commissioner District 1
Eddie McGeehen, Commissioner District 3
Anne-Marie Brooks, Commissioner District 4

MEMBERS ABSENT:

CITY STAFF PRESENT: Robin Gomez, City Manager
Clara VanBlargan, City Clerk
Thomas Trask, City Attorney

1. CALL TO ORDER

Mayor Rostek called the meeting to order at 4:00 p.m.

2. ROLL CALL

City Clerk Clara VanBlargan called the roll. All were present.

3. PUBLIC COMMENT

There were no public comments.

4. DISCUSSION ITEMS

A. Draft FY 2024 Operating & Capital Budget – 8-23-2023 Budget Workshop

The City Manager said they will review the final draft operating and capital budget for FY 2024 following a series of budget workshop meetings from April. They will go over most of the documents that are attached. The draft document includes more detail, including narratives for certain areas and an introductory letter summarizing what they want to do over the next year. The overall budget for FY 2024 is over \$47 million. Nearly half the total budget is for capital projects, from road projects to building a parking garage, a public works building, refurbishing of the beach

groins, and dredging John's Pass, which is not a capital project. There is minimum new equipment and minimum additional personnel. They are adding three new firefighter/paramedic positions to comply with NFPA, recent standards he discussed with each Commissioner. The funding is similar to prior years except for next year. They did not receive any additional distribution or appropriation from the state legislature. Some revenues steadily increase from property taxes and other taxes and fees, including taxes on communication services, etc. They are looking to spend money in 2024 carried over from the current year, particularly from capital projects. The millage rate, which is part of the General Fund, stays the same at 2.75 mills. There are no significant changes in the General Fund. They see increased revenues from the previous year, such as in sanitation. The fees were increased last year and in the current year. They are not proposing an increase in the FY 2024 budget.

Finance Director Andrew Laflin said on Page 20 it tells the tale. It shows all the sources and uses of each fund of the City. He explained the following:

- They allocated administrative services that the General Fund charges to other funds shown in the other sources and uses line.
- They updated the percentages and balances based on input factors such as the usage of Finance, City Manager, or other employees in the General Fund providing services.
- The General Fund provides transfers to other funds to cover the deficit, the budgeted shortfall. The most significant shortfall is in the Archibald Park Fund because of big capital projects such as the beach renourishment project. Some projects are grant-funded, and others are not, so they need assistance from the General Fund to help fulfill the deficit from the Archibald Park Fund.
- The Local Option Sales Tax Fund also has a large deficit it will absorb because they had a good accumulation of fund balance in the Local Options Sales Tax Fund.
- This is a more aggressive year, with capital outlay projects totaling \$2.78 million compared to revenues of \$746,000. There are unspent debt proceeds in the Stormwater Fund of almost \$6 million from that 2019 issuance to cover the Area 3 and Area 5 projects they anticipate spending out in Fiscal Year 2024. They have that cash available, which is why there is a large fund balance and that position carryover for \$6.7 million. The big difference they had was the General Fund making transfers out to a couple of other funds that needed assistance based on just a capital-intensive budget for those particular funds, Archibald Park Fund being the biggest one.
- The Impact Fee Fund is new this year. They have \$125,000 budgeted for the impact fee collections. They are trying to accumulate those balances and determine which projects make sense for expansion-type projects that are permissible to spend the impact fee proceeds on. If they want to spend that in FY 2024, they can present a budget amendment to the Board for any project initiatives they want to spend impact fee dollars on. Nothing is budgeted yet for 2024 because they want the revenues to accumulate.
- For the Parking Fund, they have a big capital outlay of \$3 million, the parking garage they are endeavored to instruct. The Parking Fund will absorb all that, and there will not be a transfer of leftovers from the Parking Fund to the General Fund because they are holding those funds from all the parking revenues received to help self-fund the engineering and construction of the parking garage.

- They are sticking with the 2.75 millage rate, so the anticipated ad valorem tax revenue reflects the budget revenue for under 2.75 mills.
- They increased the cost of living from 5% to 6% based on the Board's recommendation from the last budget meeting. That had a small impact on the personnel services budget line for the applicable funds.

Vice Mayor Kerr said they had gone through it extensively over the months, line item by line item. In the future, it would be helpful to highlight anything that jumps out as different. It is not necessary to go through line item by line item and rehash the same meetings they had since April.

The City Manager said other changes made to personnel are covering 50% of the premium for dependent care. They will be able to provide a better number as to how many employees choose that option. They are in the open enrollment period for benefits that closes on August 28. They also are switching from the current retirement to the Florida Retirement System. The deadline for that is also on August 28. They will have better numbers to provide. They are looking to stay competitive with other cities and will look at that every year during the budget process to know the increases from year to year and come up with suggestions on what to do.

Mr. Laflin said he would list in his agenda memo for the first public hearing of the budget any changes made to numbers from what was reviewed in August.

Vice Mayor Kerr said he wants to see the biggest differences from one year on any particular line item and why it is there.

The City Manager said the first public hearing for the FY 2024 Millage Rate and the FY 2024 Budget ordinances is at 5:45 p.m. on September 13, 2023. The second reading and public hearing is at 5:45 p.m. on September 27, 2023. FY 2024 starts on October 1, 2023.

The City Manager reviewed Funded Positions by Department beginning on Page 71.

The City Manager and Mr. Laflin responded to questions and comments by the Board.

5. ADJOURNMENT

Mayor Rostek adjourned the meeting at 4:44 p.m.

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk



MINUTES

BOARD OF COMMISSIONERS REGULAR WORKSHOP MEETING AUGUST 23, 2023 6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 6:00 p.m. on August 23, 2023, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: James "Jim" Rostek, Mayor
Ray Kerr, Vice Mayor/Commissioner District 2
David Tagliarini, Commissioner District 1
Eddie McGeehen, Commissioner District 3
Anne-Marie Brooks, Commissioner District 4

MEMBERS ABSENT:

CITY STAFF PRESENT: Robin Gomez, City Manager
Clara VanBlargan, City Clerk
Thomas Trask, City Attorney

1. CALL TO ORDER

Mayor Rostek called the meeting to order at 6:00 p.m.

2. ROLL CALL

City Clerk Clara VanBlargan called the roll. All were present.

3. PUBLIC COMMENT

Bob Bello, 13301 Gulf Lane, asked if a question could be added and researched for the John's Pass Village Activity Center Public Informational Meeting scheduled for August 26, 2023. He did not understand why the transitional designation broke at 133rd Avenue on the west side of Gulf Boulevard. The character of 131st to 133rd and 133rd to 135th is very much the same.

4. CITY ATTORNEY INTERVIEWS

A. City Attorney Interviews: Trask Daigneault LLP and Weiss Serota Helfman Cole & Bierman

Vice Mayor Kerr suggested having Attorney Sarah Johnston sit at the dais so they could ask simultaneous questions.

Commissioner Tagliarini said he would like both firms to answer the same question at the same time so they could compare the responses and alternate who gets asked the question first.

Commissioner Brooks asked if it was typical for each law firm to do their presentation before questioning. City Manager Robin Gomez suggested it.

Commissioner Brooks asked if the City Attorney intended for his legal partners to participate in his presentation. The City Attorney said no, but they might have something to say during citizen input.

Mayor Rostek opened to public comment.

Tom Whalley, 60 137th Avenue Circle, said he did not understand why the Commissioners did not postpone the bids and use the Florida Bar tool to rebid. Many negative things have come out about Attorney Trask, and he did not know why the Commission would consider hiring a lawyer like that. There was a problem with the bidding that was put out because only two candidates responded.

Jay Daigneault, Managing Partner of Trask Daigneault Law Firm, said he has six board-certified lawyers in City, County, and Local Government Law. They value their relationship with the City and wish to continue serving its legal needs. He made statements about Attorney Trask's character based on twenty years of personal experience. He thanked the Board for considering their proposal.

Robert Eschenfelder, Attorney at Trask Daigneault Law Firm, addressed an email questioning the City Manager's use of DemandStar to put out the solicitation. DemandStar is one of the largest procurement platforms in the country and is used to solicit professional services. He did a simple Google search on public agencies that used DemandStar to solicit for their attorney and listed them. There could be various reasons why more firms did not submit to the City.

Jeff Beggins, 429 Boca Ciega Drive, said the lack of civility, the rudeness, the attacks, the political sidedness in the City is embarrassing. The political one-sidedness needs to stop, and he hoped the Commission could stop it. The bid was posted, and he thought the City Attorney had done great job.

Doug Andrews, 90 141st Avenue, agreed with Mr. Beggins. He worked with the City Attorney in numerous capacities while he worked for the City. Attorney Trask did not get fired from the City in 2017 when everything was happening. He and his firm refused to put in an application when the City put out an RFP. He thought it would diminish and embarrass the City in the RFP process if they went back out to bid. The RFP process could not be dismissed. They should interview the two applicants, and if they do not want to hire either of them, then go out to bid again. Attorney Trask has his full support.

Vice Mayor Kerr reported the DemandStar broadcast list figures. There were 91 clicks, 41 of which were unique companies where if more than one person from a law firm clicked, it was only counted as one. Of the 41 clicks that opened it up, there were 11 downloads. The plan holder list showed eight of the eleven downloads were law firms.

Vice Mayor Kerr said the City Manager provided a list of law firms specializing in municipal government in the agenda packet. There are only three firms in Pinellas County. He found there are fourteen firms in Hillsborough County.

Vice Mayor Kerr asked if both firms that applied fully completed the RFQ as requested. The City Manager said yes.

Mayor Rostek said they would have each candidate introduce themselves and summarize their experience.

Attorney Sara Johnston, Weiss Serota Helfman Cole and Bierman, P.L., introduced herself and provided a brief background about her and the firm.

City Attorney Trask introduced himself and the lawyers from the firm in the audience. He provided a brief background about him and the law firm.

QUESTION AND ANSWER

Commissioner Brooks

Commissioner Brooks asked the City Attorney to clarify what board-certified specialist by the Florida Bar in City, County, and Local Government AV Preeminent rated attorney meant on his application and what Attorney Johnston's certification is.

City Attorney Trask said he has been board-certified in City, County, and Local Government Law since 2013. He has been vetted by the Florida Bar Certification Program, which requires a certain expertise, a certain number of years practicing in the local government area, a certain number of continuing education, and passing a very difficult exam. The AV Preeminent designation is the highest designation a lawyer can have. It is not easy to get, and it is difficult to maintain.

Attorney Johnston said she is not board-certified, but a significant amount of attorneys in the firm are. They cover Labor and Employment Law, Appellate Law, and Construction Law.

Commissioner McGeehen

Commissioner McGeehen asked if either applicant currently represented any client that could possibly create a conflict of interest with the City.

Attorney Johnston said she did not, and the Florida Bar governs conflicts. Before they could submit a response, they had to run a conflict check with their clients firm-wide. The firm does not represent anyone that would be adverse.

City Attorney Trask said his firm did not have a conflict. He disclosed a conflict a couple of years ago when they were negotiating the Interlocal Agreement between the beach communities and the library, but they went to the two municipalities they represented and obtained Waivers of Conflict.

Mayor Rostek

Mayor Rostek asked what each candidate thought the top three most important roles and responsibilities of a City Attorney were.

Attorney Johnston said providing sound legal advice, having open communication with the elected body, and working with the Charter Officers.

City Attorney Trask said providing sound legal advice is what they all want to do—being a counselor to the Board of Commissioners, acting only at the direction of the City Commission, and being available to City staff and City staff issues.

Vice Mayor Kerr

Vice Mayor Kerr asked Attorney Johnston if Kenneth Weiss has any connection with Weiss Serota Helfman Cole and Bierman, P.L. He asked the City Attorney if he could clarify if the City ever released him or if he always left on his own accord.

Attorney Johnston said no, the Weiss is Richard Weiss, one of the firm's founding attorneys, and they have no affiliation with Kenneth Weiss.

City Attorney Trask said he resigned from being the City Attorney in late 1990 or early 2000. In 2017, he let his contract term expire and was not going to apply for the position based on the divisiveness in the City. His partner Erica Augello stepped in immediately as the Interim City Attorney to make sure the City continued to be represented.

Commissioner Tagliarini

Commissioner Tagliarini asked each applicant how they would describe their communication style. What steps would they take to ensure that a person with no legal background would understand the information they share?

City Attorney Trask said he makes himself available and immediately responds by email or phone. He would either say he would research it or present his thoughts and get back to them with additional information. Commissioner Tagliarini asked if that was a step consciously made or gave a legal answer. The City Attorney said he would provide a legal memorandum if the Commission asked for it. If the Commission asked for his opinion, he would give it based on 35 years of municipal government.

Attorney Johnston said she has worked with a lot of new Boards, and her communication style has to adapt to who she is talking to. It is important that the elected officials feel comfortable when they walk into meetings with confidence that they understand the issues. She maintains an open-door policy and is available at all times. She does not bill for phone conversations and quick conversations with her elected officials.

Commissioner Brooks

Commissioner Brooks asked Attorney Johnston if she has or does represent any other municipalities in Pinellas County and if she or someone from her law firm could attend the five required meetings listed in the RFQ. She asked City Attorney Trask the same thing and to follow up on what was already said in his presentation.

Attorney Johnston said she does not represent any other cities in Pinellas County, but they briefly represented Kenneth City. She does not have any conflict with any of the meeting dates. She would want to be the primary attorney but has two backups if she cannot attend a meeting. Commissioner Brooks asked why she no longer represented Kenneth City. Attorney Johnston said they hired a new manager and decided to go another route with their attorney.

City Attorney Trask said he covers all City Commission meetings unless he is on vacation. He prosecutes all the cases before the Special Magistrate for code violations and handles the Special Magistrate variance hearings. Attorney Eschenfelder covers the Civil Service Commission meetings. There is an associate that covers the Planning Commission meetings.

Commissioner McGeehen

Commissioner McGeehen asked both applicants where they stood as far as where freedom of speech stops, and it becomes outright bullying the Commission when they are approached at the podium, by email, or by phone by expressive people.

Attorney Johnston said where it stops is how it is defined. They should have procedures or guidelines as a Board. There needs to be a reasonable standard and a warning or notification so people know the boundaries. The policy needs to be implemented fairly and consistently.

City Attorney Trask said he does not have a position on the bullying issue. The Board has rules of procedure they adopted, and they look at them every year and re-adopt them. They have specific provisions relative to civility. He offered a few options when people got out of hand when addressing the Commission. Ultimately, the Mayor is responsible for controlling the meeting and speakers.

Mayor Rostek

Mayor Rostek asked both applicants if the city attorney has an obligation to advise the Board and staff if zoning ordinances do not comply with the City Code, the Comprehensive Plan, or other actions by the City.

Attorney Johnston said yes. The City Attorney signs off on the ordinances as legally sufficient. Attorneys advise the Board and staff, but they can vote how they want.

City Attorney Trask said yes. The City Attorney should be giving legal advice and helping the Board through a process when an ordinance is being presented. They are only going to apply the Code when they know it is valid. There are some provisions in the Code that may be considered outdated or preempted as a direct result of a change in the law.

Vice Mayor Kerr

Vice Mayor Kerr asked Attorney Johnston how her firm was unique in land use. She had mentioned in her packet that she worked with redevelopment agencies and asked what that was.

Attorney Johnston said land use is a significant strength of the firm. The land use division is led by an attorney who is a certified planner and board-certified in city and local government law. The head of their municipal division also specializes in land use law. She said Community Redevelopment Agencies are a specialized area in businesses that get together and agree to contribute a portion of their tax assessments that go back into redeveloping the business area. It is usually used for blighted areas. Vice Mayor Kerr asked what her firm could offer in expertise in the John's Pass Village Activity Center. Attorney Johnston said the firm has experience in Special Districts, but it sounds more like planning.

Vice Mayor Kerr said he would like City Attorney Trask to take the opportunity to address any misconceptions that are out there.

City Attorney Trask addressed some things Attorney Johnston mentioned. The community redevelopment area is statutory driven. He explained the process a city goes through to establish a specific jurisdictional area as neglected. The City would get a bigger dollar portion of the ad valorem taxes that sit in a fund called a Redevelopment Agency Trust Fund that is managed by the Community Redevelopment Agency, which is normally the same as the city commission. The funds are used to make the area less neglected. It is not a process he would see in Madeira Beach.

City Attorney Trask said there is nothing he could say about the reasons why things happened during the 2017 planned development processes. The issue is resolved, and they should not keep focusing on it. As the City Attorney, he does not make decisions; the Commission makes decisions. He does not control development in the City of Madeira Beach. The constant attacks on him are unfounded.

Commissioner Tagliarini

Commissioner Tagliarini asked Attorney Johnston for her take on whether a mayor or chair of a small board can make or second a motion and if it is required for them to vote last.

Attorney Johnston said most cities that follow Robert's Rules of Order follow a modified version. She usually advises the mayor or chair to not make a motion or second it so they can have the ability to control the discussion. But, as a body, it is for them to decide. She has always seen the mayor vote last. It is usually adopted as part of the written rules.

City Attorney Trask said their rules do not provide for what the Mayor can or cannot do. His role is to keep the meeting moving. The Mayor can make a motion, but he has always suggested he pass the gavel to the Vice Mayor. The Vice Mayor would then run the meeting. He has never taken a position that the Mayor should vote last. The maker of the motion should vote first, the person who made the second vote second, and alternate the next voters.

Commissioner Brooks

Commissioner Brooks asked Attorney Johnston how often she felt she would need to communicate and meet with the City Manager and how often she would meet with the two other Charter officers.

If she were hired as the City Attorney, she would not be a transition attorney. They would not want to be passed off to a different attorney. She asked Attorney Johnston to clarify. She asked Ms. Johnston how she would handle being inundated with emails from residents in and out of the City.

Attorney Johnston said she meets regularly with the managers and Charter Officers. She has an open-door policy. She said this is the area she lives in, and this is where her focus is. She would not do a transition and move on. She said she works for the Board of Commissioners and would be respectful of the residents and give them her time.

City Attorney Trask said he has a two-hour block of time scheduled every other week for sit-down meetings with the City Manager, Charter Officers, and staff as necessary. He represents the Commission, and if there were a need to respond to a resident, it would usually come from City staff. If the City Manager asked him to get involved, a meeting would be scheduled.

Commissioner McGeehen

Commissioner McGeehen asked Attorney Johnston if she was the City Attorney and he was a new Commissioner, how would she describe the Sunshine Law to him.

Attorney Johnston said she would conduct one-on-one training with elected officials.

City Attorney Trask said he met with Commissioner McGeehen and the City Manager almost immediately upon his taking office and gave a primer on the Sunshine Law, Public Records Law, possible exemptions, Gift Law, disclosure forms, and conflicts of interest. His partners provide the in-depth trainings.

Mayor Rostek

Mayor Rostek said he had no further questions.

Vice Mayor Kerr

Vice Mayor Kerr asked Attorney Johnston for her opinion on how the City handled the Finance Director position.

Attorney Johnston said they have a sitting City Attorney who has already given his opinion. But if she were to become the City Attorney, she would give a written opinion.

Vice Mayor Kerr asked what her firm's experience is with planned unit development and if she recommended the use of planned unit development in coastal communities. If she uses planned unit development, does it override all other zoning?

Attorney Johnston said it should comply with the Comprehensive Plan and the underlying zoning. Her firm has a lot of experience working with planned unit developments. She has experience with form-based codes with overlay districts. She worked with some planned unit developments, but they never ended up being built.

Vice Mayor Kerr asked City Attorney Trask if he was aware of certain defects in a planned unit development application, would he explain it to the Commission.

City Attorney Trask said he would make it known to City staff so it could be addressed at the beginning of the application process.

Attorney Johnston said she would rely on staff and a dedicated attorney for larger developments.

Commissioner Tagliarini

Commissioner Tagliarini asked what the cost of their retainer was per month, what was included in the retainer, and what was billed separately.

City Attorney Trask said he proposed a retainer of \$7,500 per month, which covers the first 40 hours of his time. After the 40 hours have been met, it is \$225 per hour.

Attorney Johnston said they did not propose a retainer. They would bill \$275 per hour for the first few months, notwithstanding any litigation. When she structures a flat fee, it would include the traditional routine items. Special projects would be billed hourly. She wanted to get a better sense of what would work for Madeira Beach before proposing a retainer.

Mayor Rostek asked if they would charge for travel time.

Attorney Johnston said she does not charge for travel.

City Attorney Trask said travel time is in the retainer until it reaches the 40-hour mark, and then it would be billed hourly.

Vice Mayor Kerr

Vice Mayor Kerr said Attorney Johnston's firm represented many cities and asked her how it would benefit Madeira Beach.

Attorney Johnston said they have procedures in place for other cities and can easily modify them so they can be implemented to fit Madeira Beach.

Vice Mayor Kerr said City Attorney Trask's firm had been an anchor in the coastal communities and asked how that would benefit Madeira Beach.

City Attorney Trask said they understand issues that happen in beach communities. The lawyers in his firm represent 16 municipalities and boards, and they share their legal research with each other. His firm represents the vast majority of the cities in Pinellas County. He distributed a list of the cities his firm represents. One of the lawyers in his firm follows the legislative process in Tallahassee and drafts an updated report on pending litigation they believe affects local governments.

Vice Mayor Kerr asked Attorney Johnston how she would familiarize herself with the City's ordinances if selected.

Attorney Johnston said she had already done a lot of research. She spends a lot of time reviewing and preparing for meetings.

Commissioner Tagliarini

Commissioner Tagliarini asked each applicant to describe a project they worked on as a municipality attorney that they are proud of.

City Attorney Trask said he is proud of the project where Caddy's is. It was supposed to be a high-end steakhouse. One of his concerns was protecting Tom and Kitty Stuart Park. He thought they did a great job negotiating the development agreement.

Attorney Johnston said she did a P3 project (Public-Private Partnership) where they turned a park into a Charter School with a soccer academy.

Mayor Rostek opened the floor for discussion.

Vice Mayor Kerr said he was torn.

Commissioner Brooks said City Attorney Trask has served the City well and he has done a great job.

Commissioner Tagliarini said the choice is difficult.

Commissioner McGeehen thought both sides did a great job.

Mayor Rostek said it would be a tough decision. Vice Mayor Kerr said he would re-watch the video, reflect on the answers, and continue researching.

Vice Mayor Kerr said if they are not satisfied with the firms that responded, they should look at re-soliciting, but if they are confident in the firms that responded, they deserve a vote.

5. UNFINISHED BUSINESS

A. Request for Information (RFI) 2023-06 Continuing Engineering Consultants and Urban Design Services Contract Approval

Public Works Director Megan Wepfer said they issued a Request for Information because they are not looking for a firm to work on a specific project. It is for project-based, capital improvements or as needed. It was posted on DemandStar on June 19th. It was broadcast to 1,500 recipients, and they received 12 responses. A team of four staff members went through and scored the submittals. A perfect score would be 45 points. Of the twelve firms, there were nine they would like to move forward with and sign contracts.

Vice Mayor Kerr asked if there was a requirement for the firms to be local. Director Wepfer said it was not a requirement, but they were looking for a firm with coastal experience.

Director Wepfer said the contracts would be brought to the Board at the next regular meeting.

Commissioner Tagliarini asked if they were satisfied with all the submittals. Director Wepfer said yes.

Vice Mayor Kerr said it is prep work; they have done their due diligence for when they need a service.

The consensus of the Board was to bring the contracts to the regular meeting for approval.

Commissioner Tagliarini said he had the following four conflicts with the schedule from now until June:

- December 13, 2023, BOC Regular Meeting
- January 10, 2024, BOC Regular Meeting
- March 13, 2024, BOC Regular Meeting
- May 8, 2024, BOC Regular Meeting

He requested they consider moving the start time to two hours earlier.

The City Manager said there would be an item on the agenda for the next regular meeting to move the start time to 2:00 p.m. for the December 13th regular workshop meeting and 4:00 p.m. for the regular workshop meeting. When they approve the 2024 calendar, they can set the time for the other three meetings.

6. ADJOURNMENT

Mayor Rostek adjourned the meeting at 8:35 p.m.

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk



MINUTES

**BOARD OF COMMISSIONERS
STATE OF LOCAL EMERGENCY MEETING
AUGUST 28, 2023
7:00 P.M.**

The City of Madeira Beach Board of Commissioners held a state of local emergency meeting due to Tropical Storm Idalia at 7:00 p.m. on August 28, 2023, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: James “Jim” Rostek, Mayor
David Tagliarini, Commissioner District 1
Eddie McGeehen, Commissioner District 3

MEMBERS ABSENT: Ray Kerr, Vice Mayor/Commissioner District 2
Anne-Marie Brooks, Commissioner District 4

CITY STAFF PRESENT: Robin Gomez, City Manager
Clara VanBlargan, City Clerk
Thomas Trask, City Attorney

1. CALL TO ORDER

Mayor Rostek called the meeting to order at 7:00 p.m.

2. ROLL CALL

City Clerk Clara VanBlargan called the roll. Vice Mayor Kerr and Commissioner Brooks were absent.

3. PUBLIC COMMENT

There were no public comments.

4. NEW BUSINESS

A. Resolution 2023-10, Declaring a State of Local Emergency for Madeira Beach due to Tropical Storm Idalia

City Attorney Tom Trask read Resolution 2023-10 by title only.

RESOLUTION 2023-10

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, DECLARING A LOCAL STATE OF EMERGENCY FOR MADEIRA BEACH DUE TO TROPICAL STORM IDALIA AND ITS POTENTIAL THREAT OF HARM TO THE PEOPLE AND PROPERTY OF THE CITY OF MADEIRA BEACH; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

Mayor Rostek opened to public comment.

The City Manager said they have been working throughout the day preparing for the storm. Pinellas County issued an evacuation order effective at 7:00 p.m. today. A few hundred calls have been received today regarding sandbags and re-entry passes, which they have been providing. City Hall will be open tomorrow from 7:30 a.m. to noon. For anybody still searching for sandbags, sand is available at the City’s marina public works yard just off 150th before crossing onto the bridge. They will be providing re-entry passes at City Hall to residents and businesses. They are not sure if access to the Island will be restricted. It will be up to the Sheriff and the county if and when they should decide to restrict the access and if there is any order for remaining personnel on the Island to be evacuated from the Island. They will know more when the storm approaches tomorrow and they are prepared for its arrival the best they can.

Commissioner Tagliarini motioned to pass Resolution 2023-10, Declaring a State of Local Emergency for Madeira Beach due to Tropical Storm Idalia. Commissioner McGeehen seconded the motion.

ROLL CALL:

Commissioner Tagliarini “YES”
Commissioner McGeehen “YES”
Mayor Rostek “YES”

Motion carried 3-0.

Mayor Rostek urged everyone to please watch the weather forecast and heed the warnings from their professionals. There may come a time when it is unsafe to send emergency responders out to anyone that elected not to evacuate the City although they are under that evacuation order. When evacuating, be sure to take your medicines, and enough food and water because depending on where you go, those areas may also be affected.

5. ADJOURNMENT

Mayor Rostek adjourned the meeting at 7:05 p.m.

ATTEST:

James “Jim” Rostek, Mayor

Clara VanBlargan, MMC, MSM, City Clerk



Memorandum

Meeting Details: September 13, 2023

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Request for information (RFI) 2023-06 Continuing Engineering Consultants and Urban Design Services Contract Approval

Background

The City of Madeira Beach posted the request for information for Continuing Engineering Consultants and Urban Design Services on Monday June 19, 2023. The initial post was broadcast to 1507 recipients, downloaded by 50 plan holders, and watched by 9 firms. Submittals were due at City by July 20, 2023, by 3:00 PM. Staff received 12 submittals and reviewed and evaluated on Thursday July 27th where we found 9 firms who met the qualifications listed in the packet. Some areas that were listed in the RFI for the firms to show competence in house were Roadway design, Stormwater drainage and inspection in coastal communities, FEMA hazard mitigation grant contract / construction administration, structural engineering, Construction engineering and inspection services, Mapping and GIS, funding resources / grant writing services, and much more.

Submittals were received by CPWG, Florida Design Consultants, Advanced Engineering, Civil Surv, Florida Technical Consultants, LLC, Land & Water Engineering Science, Transystems, Colliers, Pennoni, Kimley Horn, Half, and Applied Sciences. Staff met on Thursday July 27th and reviewed each submittal to ensure all documents were submitted and scored according to the outline listed in the packet. Of the 12 firms' staff would recommend the city to sign contracts with 9 firms who scored 100 points or higher. Each of the listed firms are qualified in coastal communities and have local knowledge.

Submittals are available via electronic copy or hard copy by request. Each submittal is 30 or more pages.

Fiscal Impact

Total engineering services costs will not exceed amounts budgeted for those services in the various departmental budgets in which those costs are recorded. These contracts are project based and planned with the Capital Improvement Budget and miscellaneous needs throughout the year.

Recommendation(s)

Staff recommends the Board of Commissioners contract with Kimley Horn, Advanced Engineering, Colliers Engineering & Design, Pennoni, Transystems, Applied Sciences, Land & Water Engineering Science, Halff, and Civil Surv for a three-year (3) term with two optional one-year renewals.

Attachments

- Contract
- Signature page
 - Advanced Engineering
 - Applied Sciences
 - Civil Surv
 - Colliers Engineering & Design
 - Halff
 - Kimley Horn
 - Land & Water Engineering Science
 - Pennoni
 - Transystems

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, engineering, or design 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 Engineer 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, construction specifications, construction observation, and permitting. Consulting firms may also be asked to provide engineers for emergency inspections following a natural disaster.

1.2.3 Each individual engineering PROJECT may be competitively bid in phases or on a specific engineering project basis. The budget for each phase of the PROJECT shall be as set forth in the Scope of Services for each phase of the PROJECT executed pursuant hereto. CONSULTANT acknowledges that the PROJECT is publicly funded and budgeted and that fiscal constraints may cause CITY to change the scope or size of the PROJECT, or any phase thereof, or terminate the PROJECT in its entirety. If the PROJECT is adjusted, CONSULTANT’S compensation shall be adjusted as provided herein. CONSULTANT shall designate, in writing, a representative to act for CONSULTANT on the PROJECT, to receive notices and communications from CITY. Additional representatives may be designated in a Scope of Services to have primary responsibility for any particular phase of the PROJECT, but the PROJECT representative shall have primary overall responsibility for the PROJECT.

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, engineering designs, construction phase services, construction inspections, and public input services relative to the PROJECT in accordance with the applicable Scope of Services set forth below.

Engineering Firms must have demonstrated In-house competence in the following areas:

- Roadway Design
- Stormwater Drainage and Inspection (with coastal communities)
- Pavement Management
- Landscape Architectural Services
- Park Design (active, passive, and coastal)
- NPDES Services (including field inspection services)
- Water Quality Monitoring
- Stormwater Utility Services
- FDOT, FDEP, USACE, and SWFWMD
- FEMA Hazard Mitigation Grant Contract/Construction Administration
- FEMA and Floodplain Code and Ordinance Compliance

Engineering Firms Team must have demonstrated competence in the following areas:

- Structural Engineering
- Architectural Services
- Bridge Inspection and Design
- Surveying
- Construction Engineering and Inspection (CEI)
- Geographic Information Systems Programming
- FDOT Local Agency Program (LAP) Projects
- Mapping/ GIS/ Asset Management
- Environmental Engineering

General Engineering Services to include (but not limited to) design and consultation services for the following upcoming projects:

- Roadway Rehabilitation and Reconstruction
- Roadway design
- Sidewalk and Curb Construction
- Parks and Parkway Improvements
- Lift Station Rehabilitation
- Sanitary Sewer Pipe Installations
- Bridge Repairs
- Roof Replacements/Repairs
- Stormwater Improvements
- Reclaimed Water Pipe & Service Line Replacements
- Seawall Repairs and Reconstruction
- Facility design and commissioning
- Environmental Assessments
- Structural Analysis
- Plan Review
- FDEP NPDES MS4 permit services.
- Marina Facilities

- Rate Studies for City provided services.
- FEMA Hazard Mitigation Grant Administration

Additional 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.
- “Smart code” preparation, calibration or form-based code writing.
- Multimodal transportation districts (data and analysis, technical report, comprehensive plan amendment).
 - Transportation modeling.
- Reviewing traffic studies submitted as part of site plan approval.
- 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 computer disc or CD ROM, 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.

2.3 ENGINEER SERVICES

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

2.3.1 CONSULTANT shall furnish a chief resident engineer or construction observer for observation of construction, and assistants (including other field staff, related office management and clerical staff) as may be needed. All of which shall be under the general direction and instruction of the CONSULTANT.

2.3.2. CONSULTANT shall arrange for and accompany CITY officials in partial payment and final payment inspections of the construction as may be authorized to ensure that the work is completed as invoiced.

2.4 SCHEMATIC DESIGN

2.4.1 CONSULTANT shall prepare Schematic Designs for review with CITY and other design professionals on the PROJECT, in accordance with the approved Scope of Services for the PROJECT.
2.4.2.

CONSULTANT shall work with CITY and the other design professionals on the PROJECT to define the PROJECT construction, improvement, and renovation, and to provide design assumptions, which facilitate preparation of an estimate of construction cost. CONSULTANT shall obtain CITY's approval prior to proceeding with Design Development.

2.5 DESIGN DEVELOPMENT

2.5.1 CONSULTANT shall provide engineering design development documents for the PROJECT that shall include drawings and material specifications. Material specifications shall be in outline format.

Design development drawings shall be submitted by CONSULTANT in accordance with the approved Scope of Services for the PROJECT.

2.5.2. CONSULTANT shall develop the Design Development documents in consultation with CITY, and in coordination with the other design professionals on the PROJECT to ensure coordination of PROJECT design, material quality and construction budget. At the close of the Design Development phase, CONSULTANT shall obtain CITY's approval prior to proceeding with construction documentation.

2.6 CONSTRUCTION DOCUMENTS

2.6.1 CONSULTANT shall prepare engineering construction documents for the PROJECT, including all drawings and specifications reasonably required by normal industry practice to support the construction, in accordance with the approved Scope of Services for the PROJECT.

2.6.2 During the course of construction the contractor and/or Engineer shall keep at site a set of markup prints indicating changes from original drawings. Drawing will be available for review by Engineer. Mark-up prints shall be used by the Engineer to prepare two (2) sets of as-builts as record of all construction revisions. Two sets of as-built drawings will be provided to the City at no extra cost.

2.7 BIDDING

2.7.1 CONSULTANT shall provide reproducible copies of Construction Documents, attend one (1) pre-bid meeting, provide efficient and prompt communications with all bidders, attend one (1) bid opening, and provide continuity of PROJECT management. The construction contract shall be on a form provided by CITY with recommendations from CONSULTANT as to the content thereof. CONSULTANT shall provide bid documents to prospective bidders. CONSULTANT shall respond to questions from prospective bidders, as necessary.

2.7.2 If the budget for any phase of the PROJECT is exceeded by the lowest bona fide and qualified bidder, without further compensation to CONSULTANT, CITY shall:

2.7.2.1 provide written authorization for an increase in the budget;

2.7.2.2 authorize rebidding of the phase of the PROJECT, within a designated time period;

2.7.2.3 terminate that phase of the PROJECT; or

2.7.2.4 revise the scope of that phase of the PROJECT as required to reduce the cost of the work.

2.8 CONSTRUCTION ADMINISTRATION

2.8.1 In no event shall CONSULTANT visit the site less than once a week. CONSULTANT shall report to CITY on the progress and quality of the work and whether such work is proceeding in accordance with the Contract Documents. Such reports shall be made to the City Manager or his/her designee of CITY on a weekly basis.

2.8.2 CONSULTANT shall provide construction administration services for the engineering aspects of the PROJECT. CONSULTANT shall maintain contractor compliance with the construction documents.

Construction administration services for this PROJECT shall include, without limitation:

2.8.2.1 Attend pre-construction meeting;

2.8.2.2 Attend weekly coordination meetings;

- 2.8.2.3 Review requisitions and change order proposals from the Contractor;
- 2.8.2.4 Make on-site visits to observe progress of construction and conformance to construction documents;
- 2.8.2.5 Provide response and clarification of field requests for information (RFIs); and
- 2.8.2.6 Process shop drawings submitted.
- 2.8.2.7 Collections of warranties, and operating manuals.
- 2.8.3 CONSULTANT shall provide payment administration services for the construction aspects of the PROJECT.
- 2.8.3.1 Review and approve applications and certificates for payments.
- 2.8.3.2 Processing of contractor's final payment
- 2.8.3.3 Collection of releases of liens.

2.9 AUTHORIZATION OF WORK

2.9.1 All work to be performed by CONSULTANT under this Agreement shall first be authorized by CITY by written Scope of Services, pursuant to the following:

2.9.1.1 Authorizations approved by CITY shall contain a description of the Work to be undertaken. The authorization shall also contain a budget amount of the fee to be paid based upon the applicable method for calculating the fee, and such budget amount shall not be exceeded, unless prior written approval by CITY is obtained. The form and format of the budget shall be in sufficient detail so as to identify the various elements of cost and shall be subject to approval of CITY. A scope of services for all phases of the PROJECT shall be prepared by CONSULTANT and subject to written approval of CITY.

2.9.1.2 The authorization may contain additional instructions or provisions specific to the authorized Work for the purpose of expanding upon certain aspects of this Agreement pertinent to the Work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this

Agreement, except as to the specific projects to which such additional instructions or provisions pertain.

CONSULTANT shall not be entitled to compensation for any work performed by CONSULTANT without the necessary written authorization.

2.10 GENERAL SERVICES DURING CONSTRUCTION

2.10.1 As may be specifically authorized by written Scope of Services, CONSULTANT shall:

2.10.1.1 Furnish general planning, environmental and engineering services during construction of phases of the PROJECT for which drawings, specifications and contract documents have been previously prepared by CONSULTANT or accepted by CONSULTANT as being suitable for use.

2.10.1.2 The SERVICES shall include advice and assistance, if required, to CITY in the receipt and analysis of bids and the award of construction contracts, advice and assistance during construction, preparation of such sketches as are needed to resolve actual field conditions, provide any field surveys and/or measurements related to the engineered project, review of shop drawings and working drawings submitted by the contractors, periodic observations of work in progress, review of cost estimates for payments to the contractors during the progress of and upon completion of the contracts, and observation of the final testing and final inspection of the completed Work.

2.10.1.3 Review materials and equipment submittals tendered by bidders and contractors when such submittals are alternatives to those specified or previously approved.

2.10.1.4 Review and report on claims for extra compensation or time extensions submitted by contractors.

2.10.1.5 When requested by CITY, prepare, and submit proposed contract change orders.

2.10.1.56 Prepare and submit monthly progress reports covering the general progress of the Work which describe construction activities, schedules, costs, and problems occurring during the period.

2.11 POST CONSTRUCTION

2.11.1 CONSULTANT shall provide PROJECT closeout services, including walk-through service at the conclusion of the PROJECT build-out.

2.11.2 CONSULTANT shall obtain authority from any surety for the making of periodic or final payments to any contractor.

2.11.3 CONSULTANT shall provide two (2) sets of as-built drawings to the City. Sealed as-built drawings will be on both printed documents and digital format.

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.

3.1.1.5 Pay the publication costs for advertisements for qualified bidders for construction of the PROJECT, as budgeted.

3.1.1.6 Pay all permit fees required by agencies having jurisdiction over the PROJECT, unless otherwise agreed to by the parties.

3.1.1.7 Provide information concerning its objectives, schedule, constraints, budget with reasonable contingencies, and criteria for the PROJECT.

ARTICLE 4 - ADDITIONAL SERVICES

4.1 The following shall not be included within the SERVICES provided by CONSULTANT, hereunder:

- 4.1.1 Soils engineering if required;
- 4.1.4 Design of telephone, intercom, or computer systems;
- 4.1.5 Payment of impact and permitting fees; and
- 4.1.6 Materials testing.

4.2 Services additional to the SERVICES shall be provided by CONSULTANT if authorized, in writing, by CITY.

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.

4.3.3 Prepare necessary state and federal grant application forms; provide additional planning, environmental, engineering services, special plans and descriptions, as may be required to assist CITY in obtaining various permits and approvals for construction and operation; and prepare for and attend public meetings and hearings as may be authorized by CITY.

4.3.4 Furnish additional copies of drawings, specifications, contract documents, special drawings, reports, and similar documents.

4.3.5 Prepare a set of reproducible record drawings of the completed Work based upon marked-up prints, drawings and other data furnished by the contractor to CONSULTANT showing those changes made during the construction process.

4.3.6 Revise previously approved studies, reports, design, documents, drawings and specifications.

4.3.7 Prepare detailed renderings, exhibits or scale models of projects.

4.3.8 Furnish advice and assistance in the organization of an operation and maintenance staff, in the delegation of routine operating duties, in the organization of sampling and analyses, in the operating and testing of equipment, in the preparation of operating and laboratory report forms, in the adjustment of treatment processes for more efficient performance and assist in the operation of the facilities.

4.3.9 Prepare operation and maintenance manuals for the use of CITY personnel for selected projects; 4.3.10 Conduct investigation and prepare reports pertaining to operations, maintenance and overhead expenses; prepare rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; prepare detailed quantity surveys of material and labor; and prepare material audits or inventories required for certification of force account construction performed by CITY.

4.3.11 Perform additional services resulting from projects involving more than one general construction contract, separate construction contracts for different building trades, or separate equipment contracts.

4.3.12 Perform additional services in connection with the rejection and re-bidding of construction projects.

4.3.13 Review a project prior to the expiration of the guarantee period and to report observed discrepancies under guarantees provided by the construction contract.

4.3.14 Perform additional services during construction made necessary by Work damaged by fire or other cause during construction, acceleration of the work schedule involving services beyond normal working hours, or contract default due to delinquency or insolvency.

4.3.15 Serve as an expert witness for CITY in any litigation or arbitration and to assist CITY in preparing for litigation or arbitration; and

4.3.16 Advise and assist in wholesale service agreements, service area establishment, capital improvement planning, planning services in accordance with Chapter 163, F.S., Comprehensive Planning Act requirements, Redevelopment Districts, Special Districts, or Target Areas, and other services as requested by CITY.

4.3.17 Perform contract administration and related report preparation, owner, contractor and intergovernmental/interagency communications, and file management for FEMA hazard mitigation grant projects.

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:

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.

8.9 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: 07/20/2023

Print Name: William G. Reidy, P.E

For Advanced Engineering & Design, Inc. (“Contractor”)

Mailing address: 3931 68th Avenue, Pinellas Park, FL 33781

Email address: reidy@aed-fl.com

Phone: 727-526-9158

***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.

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*:  _____ Date: July 20, 2023

Print Name: Elie G. Araj, PE, President
For Applied Sciences Consulting, Inc. (“Contractor”)
Mailing address: 1000 N Ashley Dr., Suite 500, Tampa, FL 33647
Email address: earaj@appliedfl.com
Phone: (813) 228-0900

***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.

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CITY:

Signature: _____ Date: _____
City of Madeira Beach Florida

CONSULTANT*:

Signature:  _____ Date: 7/17/23

Print Name: CRAIG FULLER, PE

For CIVILSURV DESIGN GROUP, INC. ("Contractor")

Mailing address: 2525 DRANE FIELD RD., STE 7 LAKELAND, FL 33811

Email address: CFULLER@CIVILSURV.COM

Phone: 803-646-4771

***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.

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CITY:

Signature: _____ Date: _____

City of Madeira Beach Florida

CONSULTANT*

Signature:  Date: 08/24/2023

Print Name: Michael Ehrhart

For Colliers Engineering & Design, Inc. (“Contractor”)

Mailing address: 5471 West Waters Ave, Suite 100. Tampa, FL 33634

Email address: michael.ehrhart@collierseng.com

Phone: 813-207-1061

***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.

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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: 8.29.2023

Print Name: BRANDY LITTLETON, VICE PRESIDENT

For Half Associates, INC. ("Contractor")

Mailing address: 1000 N. ASHLEY DR STE 900 TAMPA, FL 33602

Email address: BLITTLETON@HALFF.COM

Phone: 813.522.8319

***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.

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CITY:

Signature: _____ Date: _____
City of Madeira Beach Florida

CONSULTANT*:  _____ Date: 7/11/23

Print Name: Steve Lefton, President

For Kimley-Horn and Associates, Inc. (“Contractor”)

Mailing address: 11400 Commerce Park Drive, Suite 400, Reston, VA 20191

Email address: Steve.Lefton@kimley-horn.com

Phone: 703-674-1373

***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.

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CITY:

Signature: _____ Date: _____
City of Madeira Beach Florida

CONSULTANT*:

Signature: _____ Date: 7/18/2023

Print Name: Dikran Kalaydjian

For Land & Water Engineering Science (“Contractor”)

Mailing address: 8950 Dr. Martin Luther King Jr. St. N, Suite 205

Email address: dikran@lwes.net

Phone: 727-202-8958

***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.

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CITY:

Signature: _____ Date: _____
City of Madeira Beach Florida

CONSULTANT*:

Signature: Brian M. Diehl Date: 7/20/23

Print Name: Brian M. Diehl, Regional Vice President

For Pennoni Associates Inc. (“Contractor”)

Mailing address: 5755 Rio Vista Drive, Clearwater, FL 33760

Email address: bdiehl@pennoni.com

Phone: 727-325-1256

***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.

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: Paul J. Malin Date: 8/18/2023

Print Name: PAUL J. MALIN, PRESIDENT

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.



MEMORANDUM

TO: Hon. Mayor and Board of Commissioners
THROUGH: Robin Gomez, City Manager
FROM: Clint Belk, Fire Chief
DATE: September 13, 2023
RE: Approval of 2023, Emergency Medical Services ALS First Responder Agreement

Background

The Pinellas County Emergency Medical Services provides for the long-term direction and financial stability of the entire Emergency Medical Services System for Pinellas County through working with the First Responder agencies in providing and assisting in controlling costs.

Each year, under the terms of the ALS First Responder Agreement, a calculation of Emergency Medical Services (EMS) costs for the City of Madeira Beach's EMS services is completed by the Fire Department along with the assistance from the Finance Department. An annual increase of 3% is allowable, any requests over 3% requires a review and if approved, an amendment to the agreement is required.

The 2023 agreement also includes the Criminal Justice Information System Security Policy requirement being implemented with the switch to the new CAD system utilized by Pinellas County Emergency Services.

Fiscal Impact

The FY19-20 annual compensation as shown on Appendix A is \$612,973 which is an increase of 11.3 % from the prior fiscal year.

Recommendation

Staff recommends approval of this 2023 Emergency Medical Services ALS First Responder Agreement which is attached for review.

Attachment(s):

- Appendix A– EMS ALS First Responder Agreement
- 2023 EMS ALS First Responder Agreement



**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT
AMENDMENT NO. 1
CITY OF MADEIRA BEACH**

2023

**PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, Florida 33774**

**ALS FIRST RESPONDER AGREEMENT
AMENDMENT NO. 1**

THIS FIRST AMENDMENT amending the Emergency Medical Services ALS First Responder Agreement, dated October 1, 2022, made this _____ day of _____ 2023, between the CITY OF MADEIRA BEACH, a Florida municipal corporation (“Contractor”), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district (“Authority”).

In consideration of the mutual benefits set forth below, the parties agree as follows:

1. Contractor currently contracts with the Authority to provide Advanced Life Support (ALS) First Responder Services. The Contractor and the Authority are currently parties to the Emergency Medical Services ALS First Responder Agreement, dated October 1, 2022, which contract is referred to herein as the “Agreement.”
2. Section 701(h) of the Agreement provides for an extraordinary budget increase which must be negotiated and approved prior to the beginning of the next fiscal year in the event any proposed budget submitted by the Contractor should exceed three (3%) percent of the prior Fiscal Year’s budget. The Contractor’s funding for FY22-23 totaled \$550,769 and a budget request of \$612,973 for FY23-24 has been submitted, resulting in an increase of 11.3% or \$62,204.
3. The Authority hereby agrees to and has funded and authorized the Contractor’s budget request of \$612,973 for FY23-24, which change is reflected on Appendix A hereto.
4. Contractor shall ensure all Personnel that have access to the 911CAD System and system information have received criminal background screening by the Florida Department of Law Enforcement (FDLE) Criminal Justice Information Services (CJIS) to the CJIS Level 2 requirements and have complied with all initial and ongoing training

**Emergency Medical Services
ALS First Responder Agreement
Page 3**

- requirements. Personnel that have been denied CJIS Level 2 clearance shall not access the CAD System. Contractor shall have in place local policy to ensure that all rules required by the FDLE surrounding access to 911CAD and the information contained within are strictly followed.
5. Authority shall provide and maintain a countywide Traffic Preemption System in cooperation with the County and municipal traffic control systems. "Traffic Preemption System" means a comprehensive system provided by the Authority that overrides the normal operation of traffic signals during the emergency response of an ALS First Responder Unit to reduce Emergency Response Times and increase safety. Such system changes the upcoming traffic signal to green or holds a green signal so the ALS First Responder Unit can safely proceed through the intersection. Traffic Preemption System equipment shall be provided for frontline Authority Funded and Contractor Funded ALS First Responder Units. The Authority shall also provide Traffic Preemption System equipment for reserve ALS First Responder Units through a phased implementation subject to available funding. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority.
 6. Except as is otherwise set out herein, the Contractor and the Authority agree that upon approval by the respective Boards of the Contractor and the Authority and upon signing this Amendment, all terms of the Agreement will remain in full force and effect.
 7. Contractor and Authority agree that the effective date is October 1, 2023.

[Signature Page to Follow]

**Emergency Medical Services
ALS First Responder Agreement
Page 4**

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _____ day of _____, 2023.

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through its Board of County
Commissioners

by: _____
Deputy Clerk

by: _____
Chairman

Countersigned:

CITY OF MADEIRA BEACH, FLORIDA

by: _____
Mayor

by: _____
City Manager

Approved as to form:

Attest:

by: _____
City Attorney

by: _____
City Clerk

Appendix A
ALS First Responder Profile

Contractor	Madeira Beach
EMS District(s)	Madeira Beach EMS District Redington Beaches EMS District (Jointly with Seminole)
Authority Funded Units	Truck 25
Contractor Funded Units	None
EMS Coordination	EMS Coordinator – 50% FTE
FY23-24 Annual Compensation	\$612,973
Projected Capital	FY23-24 None



MEMORANDUM

Date: August 21, 2023
To: Hon. Mayor and Board of Commissioners
Through: Robin Gomez, City Manager
From: Andrew Laflin, Director of Finance
Subject: Ordinance 2023-18 Fees and Collection Procedure Manual – FY 2023 Update
 - 2nd Reading & Public Hearing

Background

The Board of Commissioners approved first reading of Ordinance 2023-18 on August 9, 2023.

The purpose of this agenda item is to present to the Board of Commissioners proposed amendments to the Fees and Collection Procedure Manual to establish new fees and alter certain existing fees.

Exhibit A - Fees and Collection Procedure Manual with tracked changes. Within Exhibit A, all updates to the manual, including addition of new fees, changing existing fees, modification of current explanatory language, and other similar changes, are included in red font with previous fee amounts and language stricken. Thus, Exhibit A provides an illustration of listed fees before and after the amendments resulting from Ordinance 2023-18. The primary areas or departments involved in these proposed fee changes are as follows:

- Development Services – Conversion of nonconforming non-habitable area to a habitable area.
- Finance Department – Business Parking, Parking fines and penalty update.
- Public Works – Fees for \$5.00 increase in Garbage and new fees for Toter.
- Municipal Marina – Temporary 3HR Wet Slip Parking.

Fiscal Impact

This amendment will result in additional revenues for the City to support the services, facilities, and other amenities provided by the City.

Recommendation

Staff recommends adoption of Ordinance 2023-18 on Second Reading.

Attachment(s):

- Ordinance 2023-18
- Exhibit A: Fees and Collection Procedure Manual with tracked changes

ORDINANCE 2023-18

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

WHEREAS, the Board of Commissioners finds it appropriate to regularly review and amend the amount and type of fees collected in order to reflect the cost of service and facility provision city-wide; and

WHEREAS, the Board of Commissioners wishes to amend the Fees and Collection Procedures Manual to revise certain fees.

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

SECTION 1. The Fees and Collections Procedures Manual be amended as attached in Exhibit B – FEES AND COLLECTION PROCEDURE MANUAL

SECTION 2. That the provision of this Ordinance shall be deemed severable. If any part of the Ordinance is deemed unconstitutional, it shall not affect the constitutionality of other portions of the Ordinance.

SECTION 3. That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be hereby repealed insofar as the same effect this Ordinance.

SECTION 4. That this Ordinance shall be in full force and effect upon adoption in the manner provided by law.

PASSED AND ADOPTED, following a first reading and public hearing, this ___ day of _____, 2023 by the Board of Commissioners of the City of Madeira Beach, Florida.

Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

Exhibit A
Ordinance 2023-18



FEES & COLLECTION

PROCEDURE MANUAL

(Updated Through Ordinance 2023-05)

Office of the City Clerk
Adopted: July __, 2023

FEES & COLLECTION PROCEDURE MANUAL

(UPDATED THROUGH ORDINANCE 2023-05)

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ARTICLE I. CITY CLERK'S OFFICE- FEES FOR INSPECTING AND COPYING PUBLIC RECORDS

(Res. 2016-24, 07/12/2016; Res. 2013-50, 10/08/2013; Res. 09.10, 09/21/2009; Res. 04.02, 01/27/2004; ORD. 2018-03; 06/12/2018; Ord. 2019-06); Ord. 2020-04; Ord. 2021-12 05/12/21

SECTION A. What is a public record?

Section 119.11 (12), F.S., defines "public records" to include:

"all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency."

The Florida Supreme Court has interpreted this definition to encompass all materials made or received by an agency in connection with official business which are used to perpetuate, communicate, or formalize knowledge. *Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc.*, 379 So. 2d 633, 640 (Fla. 1980).

All such materials, regardless of whether they are in final form are open for public inspection unless the Legislature has exempted them from disclosure.

Wait v. Florida Power & Light Company, 372 So. 2d 420 (Fla. 1979)

SECTION B. Right of access to public records under reasonable conditions, F.S., Sec. 119.07(1)(a):

"Every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time under reasonable conditions and under supervision by the custodian of the public records."

The term "reasonable conditions" as used in Sec. 119.07(1)(a), F.S., "refers not to conditions which must be fulfilled before review is permitted but to reasonable regulations that would permit the custodian of the records to protect them from alteration damage, or destruction and also to ensure that the person reviewing the records is not subjected to physical constraints designed to preclude review." *Wait v. Florida Power & light Company*, 372 So. 2d 420. 425 (Fla. 1979). See also *Chandler v. City of Greenacres*, 140 So. 3d 1080, 1084 (Fla. 4th DCA 2014) (noting the narrow interpretation of the phrase "reasonable conditions"): and *Tribune Company v. Cannella*, 458 So. 2d 1075, 1078 (Fla. 1984), *appeal dismissed sub nom.*, *DePerte v. Tribune Company*, 105 S.Ct. 2315 (1985) (the sole purpose of custodial supervision is to protect the records from alteration, damage, or destruction).

Accordingly, the "reasonable conditions" do not include a rule or condition of inspection which operates to restrict or circumvent a person's right of access. AGO 75-50. "The courts of this state have invalidated measures which seek to impose any additional burden on those seeking to exercise their rights to obtain records" under Ch. 119, F.S. inf. op. to Cook, May 27. 2011. And see *State v. Webb*, 786 so. 2d 602 (Fla. 1st DCa 2001) (requirement that persons with custody of the public records allow records to be examined "at any reasonable time, under reasonable conditions" is not unconstitutional as applied to public records custodian who was dilatory in responding to public records requests).

A public records request "shall provide sufficient specificity to enable the custodian to identify the

requested records. The reason for the request is not required to be disclosed." Fla. R. Jud. Admin 2.420(m)(l). The custodian "is required to provide access to or copies of records but is not required either to provide information from records or to create new records in response to a request." *Commentary, In re Report of the Supreme Court Workgroup on Public Records*, 825 So. 2d 889, 898 (Fla. 2002). The custodian having custody of the records shall determine whether the requested records are subject to the rule, whether there are any exemptions, and the form in which the record is provided. Fla. R. Jud. Adm in. 2.420(m)(2). If the request is denied, the custodian shall state in writing the basis for the denial. *Id.*

SECTION C. Extensive requests pursuant to F.S. §199.07.(4).

Sec. 119.07(4)(d), F.S., provides, "[i]f the nature or volume of public records requested to be inspected or copied pursuant to this subsection is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required or both."

If a public records request requires an extensive use of the City's resources, a special service charge may be imposed. Special service charges will be calculated based upon the City's actual cost of burden, (wages, taxes, insurance, and benefits), for the lowest paid personnel capable of fulfilling the request.

Large volume of records requested. Deposits are based upon an actual estimate of the cost of production, with a minimum of 50% due before production of the records begins.

SECTION D. Fees for inspecting and copying public records pursuant to F.S. §119.07(1)(a).

Public records held by the City are open to inspection by any person, during reasonable times and under reasonable circumstances. Although Florida law makes some records exempt or confidential, the City wishes to make all non-exempt records available to the public at no cost provided the request to inspect or copy records does not involve an extensive use of City personnel or other resources.

- (1) One-sided copy, each page..... \$0.15
 - (2) Two-sided copy, each page..... \$0.20
 - (3) Certified copy, each page \$1.00
 - (4) Notary Public Fee..... \$5.00
- Pursuant to F.S. §117.05(2a); the fee of a notary public may not exceed \$10.00 for any one notarial act, except provided in Sec. 117.045.)

****For all other requests, the fee prescribed for duplication of public records shall represent the actual cost of duplication.***

For purposes of this sections, "Duplicating" means the process of reproducing an image or images from an original to a final substrate through the electrophotographic, xerographic, LED, inkjet or dye sublimation, laser, or offset process or any combination of these processes, by which an operator can make more than one copy without rehandling the original.

SECTION E. Custodian of Public Records and Designated Custodians of Public Records

CUSTODIAN OF PUBLIC RECORDS

Clara VanBlargan, MMC, MSM, City
Clerk cvanblargan@madeirabeachfl.gov
Phone (727) 391-9951, ext. 231

RECORDS CUSTODIANS

The Records Custodian of each department are designated by the City Clerk. The records custodian of their department shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time under reasonable conditions and under supervision by the custodian (supervisor) of those public records to be inspected or copied. Although, the custodian "is required to provide access to or copies of records they are not required either to provide information from records or to create new records in response to a request." *Commentary, In re Report of the Supreme Court Workgroup on Public Records*, 825 So. 2d 889, 898 (Fla. 2002), and shall determine if the requested records are subject to the rule, whether there are any exemptions, and the form in which the record is provided. Fla. R. Jud. Adm in. 2.420(m)(2). If the request is denied, the custodian shall state in writing the basis for the denial. *Id.*

A list of designated department Records Custodians is posted in each department and on the City’s website.

ARTICLE II. DEVELOPMENT SERVICES

A. General Development Services Fee Structure:

It is the intent of the City that all development review costs be borne by the beneficiaries. The initial nonrefundable fee will be required at the time an application is submitted. Costs for review services including personnel, consulting or material will be charged against the account of each application. At such time as costs meet the value of the submitted fee, all review activities will be suspended until the applicant submits an additional fee in an amount equal to the initial fee. Unused fee amounts beyond the initial nonrefundable fee will be reimbursed at issuance of the Certificate of Occupancy (CO). The cost of required advertising and mailing for major site plans, land use or zoning amendments will be charged separately and paid prior to the scheduling, advertising, or preparation of mailed notice for public hearings and/or meetings. These fees do not include costs associated with the developer's conduct of neighborhood/community meetings which will be the financial responsibility of the developer. This policy applies to all the fees of this section.

B. Special Magistrate Hearings. Fees for Special Magistrate Hearings shall be as follows:

(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 05.20, 09/14/2005; res. 04.08, 06/22/2004, Ord. 936, §1, 02/20/2001; Ord. 953, §2, 11/13/2001; Code 1983, §19-502)

- (1) Zoning variances for residential dwelling units (per variance, up to three units).....\$1,800.00
- (2) Zoning variances for multifamily, tourist dwellings,or commercial\$2,000.00

- (3) Special exception use\$1,800.00
- (4) Appeal of decision (appeal is refundable if decision is overruled)\$1,500.00
- (5) After-the-fact variance (double fee)\$3,600.00
(Ordinance 2016-06)
- (6) Conversion of a nonconforming non-habitable area into a habitable area\$1,000.00

C. *Alcoholic Beverage Permit Application Fee* \$800.00
(Res. 2012-14, 09/05/2012)

- D. *Platting.*
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)
- (1) Review of construction drawings \$500.00
 - (2) Replat \$500.00
 - (3) Final \$500.00
 - (4) Amendment to a plat \$500.00
 - (5) Minor subdivision \$350.00
 - (6) Lot line adjustments..... \$200.00
 - (7) Unity of title \$100.00
 - (8) Rescission of unity of title \$250.00

E. *Vacation. (Not including costs associated with referendum)*
(Res. 2016-24, 07/12/2016, Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

Right-of-way (as approved by referendum).....\$1,500.00

Easement (as approved by referendum when required).....\$1,500.00

- F. Site Plan and Redevelopment Process
Level of site plan review to be determined in accordance with city land development ordinance and interpreted by development review staff.
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)
- (1) Minor Site Plan Review \$300.00
 - (2) Intermediate Site Plan Review
 - a. Preliminary Site Plan \$300.00
 - b. First Review Site Plan Submittal\$1,000.00
 - c. Each Additional Submittal..... \$500.00
 - (3) Major Site Plan Review

- a. Preliminary Site Plan \$500.00
- b. First Review Site Plan Submittal.....\$2,000.00
- c. Each Additional Submittal..... \$500.00

- (4) Administrative Waiver \$500.00

- (5) Encroachment Extension\$1,000.00

G. Zoning/Land Development Regulation Interpretations and Meetings –Base Fee

- (1) Single Family – Fourplex..... \$100.00
- (2) 5-12 Units, Commercial less than 2000sqft..... \$150.00
- (3) 13 + Units, Temporary Lodging, Commercial more than 2000sqft \$200.00

Interpretation of land development regulations such as number of legal units existing on a property, nonconforming provisions, subdivision regulations, and/or Planning, Zoning or Predevelopment review meetings. Such services would include up to one hour of meeting and or research of the Planner and can include the preparation of a written interpretation. Time required above an hour or requiring the participation of additional staff, shall be charged at the employees' hourly rate plus benefits on a time for time basis. On-site consultation with planner or Certified Flood Plain Manager (as needed; by request) requires an additional fee of \$100.00.

H. Zoning Verification Letter \$100.00

Includes one hour of research. Additional time will be charged at the employee’s hourly rate plus benefits.

(Res. 2016-24, 07/12/2016)

Verification in writing (formal letter on City stationery) as to the property's zoning. This includes a copy of the related district regulations. Such letters are often requested by realtors for property closings.

I. Land Development Regulations Amendment \$1,500.00
(Res. 2016-24, 07/12/2016)

J. Land Use Amendment \$3,000.00
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

K. Rezoning..... \$2,000.00
(Res. 07-14, 06/26/2007)

L. Planned Development (PD) and Planned Development Amendments. (Res. 07.14, 06/26/2007)

- (1) Development Meetings-Charged as Plan Review Meetings at the combined hourly rate of all staff assigned by the Planning Director.
- (2) Plan Review
 - a. Preliminary Plan and Standards Review\$1,500.00
 - b. First Plan and Standards Plan Review.....\$2,500.00
 - c. Each Subsequent Submittal.....\$500.00
 - Plus hourly rate of assigned staff.

(3) Minor modifications not requiring full site plan, neighborhood/community meetings or zoning map amendment or amendment of the planned development agreement\$1,000.00

(4) Major modificationsTo be charged by the full rate for a new Planned Development.

(5) Development Agreements Application fee of \$500.00 and charges will include all staff and consulting time at hourly rates plus benefits and will be paid prior to execution of the Development Agreement Ordinance.

M. *Special Agreements (for Development Agreements, see Section L)*
(Res. 10.12, 07/20/2010; 07.14, 06/26/2007)

(1) For Board of Commissioner's Approval..... \$500.00

**Plus, City Attorney's legal and recording fees; i.e. encroachment(s); use of City parking area, etc.*

(2) For Administrative Review and Approvalall staff hourly rates, legal and recoding fees

N. *Unaddressed Research Requests – Base Fee* \$100.00

O. *FEMA/Floodplain Ordinance Interpretations and Reviews– Interpretation Base Fee* \$100.00

Interpretation of the City's Floodplain Ordinance beyond the verification of the specific flood zone and the basic requirements related to that zone. Such request would include up to one hour of research and include the preparation of a written interpretation. Additional research time shall be charged at the rate of \$100 per hour.

Building Plan Review Base Fee of \$50 or 10% of any building permit fee of over \$1,000, whichever is greater plus \$100 additional fee for any revisions to signed and sealed plans or for site changes.

P. *FEMA Verification Letter* \$100.00

Verification of FEMA flood zone in writing (formal letter on city stationery) (Res. 2016-24; 07/12/2016)

Q. *Solicitor's Permit (Res. 07.23, 12/11/2007)*

(1) Permit for any business with current Local Business Tax Receipt (BTR)\$10.00

(2) Permit for any business without current BTR \$100.00

a. For each additional person participating without a BTR\$20.00

R. *Short-term/Vacation Rental Certification* \$300.00

S. *Specific Site Plan Applications*

(1) Dog Dining Request\$75.00

A fee of \$75.00 shall be required for both the initial application and subsequent annual renewals requesting to allow dogs in specified outdoor area(s) of a food service establishment during operating hours. This fee shall offset the City's cost to administer, review and inspect such request. This fee shall apply only to pet dogs, service animals are already permitted within business establishments by law.

(2) Sign, Murals, Banners \$75.00

T. Building Permit Fee Schedule.

The following building permit fee schedule shall be used when issuing a permit for any type of construction including, but not limited to, the following: Commercial, Residential, Single Family or Multi-Family for Building, Mechanical, Plumbing, Gas, Fire Roofing, Swimming Pools, Aluminum Structures, Interior or Exterior remodeling, Accessory Structures, Additions, Fuel Tanks, Alarms, Sprinklers, Driveways, Signs, Docks, Seawalls, Walls and Fences, Sheds, Infrastructure or Excavation, or any other type of construction under the Florida Building Code.

(Res. 2016-24, 07/12/2016; Res. 2016-03, 02/09/2016)

- (1) Residential and Commercial (NON-REFUNDABLE) permit plan review deposit fee
 - a. Value of \$2,499 or less\$50.00
 - b. Value of \$2,500 or more 25% of total permit value (minimum \$50)

The application plan review fee shall be collected at the time of the submitted permit application. This shall be a non-refundable plan review application fee in addition to any other applicable fees listed in Article II, Section I (Building Permit Fee Schedule).

Definitions of "residential" and "commercial" are based on the ~~2017~~ 2020 Florida Building Code:

"Residential building" shall mean any "one- and two-family dwelling" or portion thereof, including "townhouses", that is used, or designed or intended to be used for human habitation, for living, sleeping, cooking, or eating purposes, or any combination thereof, and shall include accessory structures thereto.

"Commercial": for this code, all buildings that are not included in the definition of "residential buildings."

- (2) EXPRESS Permit – issued same day (plus any additional applicable fees).....\$50.00
- (3) Valuation Fee: Two percent (2%) of the Total Project Value, which includes both materials and labor and other related fees).
- (4) Florida Surcharge Fee: The Building Permit fee as required by Florida Law, a total of two and one-half (2½%) percent per permit. A minimum of four dollars of the Building Permit Fees.
- (5) Pre-Permit Plan Review Fee: All plan review fees for large "commercial and residential" building permits including one-and-two family dwellings, townhouses, multifamily units and all commercial projects shall be:

- a. One-and-two family dwellings & townhouses \$250.00
 - b. Multifamily units & commercial projects..... \$500.00
 - c. FEMA - SI/SD projects \$250.00
 - d. Minimum fee..... \$100.00
- (6) Re-examination of plans due to corrections, changes, or alterations, prior to or after permit issuance.
- a. Plan revisions (Minor, 2,499 sq. ft. or less) \$100.00
 - b. Plan revisions (Large) greater than (>) 2500sq. ft \$250.00
- (7) Miscellaneous Fees:
- a. Certificate of Occupancy and/or Certificate of Completion.....\$50.00
 - b. Letters of Determination (e.g., flood, building, etc.).....\$50.00
 - c. Change of contractor (all trades)\$50.00
 - d. Change of use or occupancy.....\$50.00
 - e. Demolition of structure:
 - i. Demolition base fee (up to 5,000 sq \$100.00
 - ii. Structures over 5,000 sq. ft \$250.00
 - f. Early release of power (*before electrical final*) \$50.00
 - g. Moving of structure \$100.00
 - h. Permit extension (*per extension*) \$50.00
 - i. Transfer of Permit\$50.00
 - j. Permit fee for applications performed by an outside entity:
The permit fee for an application when the Building Official has approved the request of the applicant to have an outside entity, contracted by the applicant, perform the required inspections shall be:
 - i. Fee per sq. ft. of the proposed structure \$1.00
 - ii. Minimum fee, (plus any applicable fees)\$50.00
 - k. Red tags and/or failed inspection(s) (*per each tag/inspection*) \$50.00
 - l. Replacement of placard card (*per placard card*)..... \$25.00
 - m. Special consultation with Building Official (*as needed; by request*)..... \$100.00
 - n. FEMA or damage pre-permit inspection, Fire or Structural (*Includes Trades*).... \$100.00
 - o. Building Code, Life & Health Safety inspection \$100.00
 - p. After hours inspection (*beyond normal business hours*)..... \$250.00
 - q. Stop-work order (*per order*)..... \$50.00
 - r. Temporary power pole\$50.00
 - s. Tent permit\$25.00
 - t. Tree removal permit\$50.00
 - u. Well/Test boring application..... \$100.00
 - i. Each additional boring on same site\$20.00
- (8) "After the Fact" permit fee:
- a. Shall be **(5)** times the face value of the permit valuation fees.
 - b. Any subsequent "After-the-fact" permit issued to the same Contractor, Property Owner and/or Homeowner within the following (12) months shall be **(10)** times the normal fees.

(9) Refunds. NO refunds on permits unless such permit was issued in error on part of the City. There shall be no refund of fees if work commences or of the permit is 90 days or older.

(10) Miscellaneous items. At the discretion of the Building Official, all construction related activities that do not qualify under one of the trades (Building, Mechanical, Electrical, Plumbing, and others) may be classified as miscellaneous. A permit for such activity may or may not be required at the discretion of the Building Official. An appropriate related fee shall be set by the Building Official for such miscellaneous permit.

(11) Rental inspection fees (4 units or less)

- a. Initial application.....\$40.00
- b. Biennial license renewal.....\$15.00
- c. Initial inspection (*per unit*) \$50.00
- d. Biennial inspection (*per unit*) \$70.00
- e. Re-inspection fee (*per inspection*)..... \$100.00

Re-inspection fee for every inspection after second if failure to correct violation(s) is due to owner/manager negligence.

- f. Penalties: Ten percent (10%) penalty for failure to submit a timely renewal fee during first month of delinquency; an additional five percent (5%) penalty for each month of delinquency thereafter.

U. Impact Fee Schedule

Impact fees were adopted beginning on April 1, 2022, and impact fees are updated annually beginning October 1st each year through fiscal year 2028 in accordance with the schedule below, based on the following amount per sq ft of building area*:

Category or Class	Calculated fee rate multiply by building area						
	FY 2022	FY 2023	FY 2024	FY 2025	FY2026	FY 2027	FY 2028
Culture & Recreation	\$3.57	\$4.76	\$5.94	\$7.13	\$8.23	\$9.52	\$11.89
Mobility	\$0.45	\$0.60	\$0.75	\$0.90	\$1.05	\$1.20	\$1.50
Public Safety	\$0.18	\$0.24	\$0.30	\$0.36	\$0.42	\$0.48	\$0.60
Total	\$4.20	\$5.60	\$6.99	\$8.39	\$9.70	\$11.20	\$13.99

**Building area refers to the enclosed area of buildings measured in square feet within the city according to the Pinellas County Property Appraiser as provided in the field TOTLVGAREA in the Pinellas County Property Appraiser's Geographic Information System.*

ARTICLE III. FINANCE DEPARTMENT

A. *Credit Card Transaction Convenience Fee* An amount suitable to recover card processing fees charged to the City.

B. *Indebtedness Search*..... \$50.00

C. *Returned/unfunded/worthless checks*..... Pursuant to F.S. §68.065(2)

D. *Recording of Documents:*

(1) First Page\$10.00

(2) Each Additional Page..... \$8.50

~~E. *Parking permit. Parking permits may be purchased on a weekly or monthly basis, for up to 50% of the metered parking spaces in the following City parking lots at the fees listed below: (Res. 05.10, 03/22/2005; Code 1983, §19-153)*~~

~~129th Avenue West & Gulf Boulevard ————— 134th Avenue West & Gulf Boulevard~~

~~130th Avenue West & Gulf Boulevard ————— 135th Avenue West & Gulf Boulevard~~

~~131st Avenue West & Gulf Boulevard ————— 136th Avenue West & Gulf Boulevard~~

~~132nd Avenue West & Gulf Boulevard ————— Johns Pass Park~~

~~133rd Avenue West & Gulf Boulevard~~

F. *Parking fines and penalties.* Parking fines and penalties shall be as follows:
(Res. 06.29, 11/28/2006; Res. 04.09, 08/10/2004; Code 1983, §5-19; City Ord 2022-23)

(1) Overtime Parking\$60.00

(2) Double Parking.....\$80.00

(3) Parking in a "NO PARKING" Zone.....\$90.00

(4) Other Improper Parking.....\$90.00

(5) Delinquency Fee (After 15 Days).....\$30.00

(6) Disabled Parking Permit Sec. 66-52(c), Code of Ordinances

Note: A Parking enforcement officer can ticket every hour for repeat violations.

G. *Special event parking permit (daily permit)* \$35.00

Special event parking permits and road closure fees established for specified events are listed below with additional events authorized by the City Manager. ~~at the fees listed below:~~

(Res. 2014-20, 05/13/2014)

Johns Pass Seafood Festival

The Fourth of July

Memorial Day

Additional event days as authorized by the BOCC by resolution.

- H. *Business Parking Permit (up to 4 permits/month/Business) per month..... \$40.00
Permit for any business with current Local Business Tax Receipt (BTR).*
- I. *Vanity Plates (1 plate for each current registered vehicle) \$40.00
For residents of the City of Madeira Beach ONLY and is a substitute for the free parking sticker issued at the beginning of each year.*
- J. *Parking meters city-wide.....\$3.00/hr.*
- K. *Overnight Parking \$72.00/day
up to 7 days. Selective Surface Parking lots from 130th to Kitty Stuart Park.*
- L. *Festival Parking-The City Manager maintains the right to designate festival parking rates for designated special events at his/her discretion. Each special event is subject to review.*
- M. *No operator of a vehicle shall park a vehicle on dirt, grass or landscaped city rights-of-way, medians, swales, or similar areas. The city manager, or designee, may waive this prohibition on a temporary basis where it is determined that such waiver is necessary.*
- N. *Parking Fee Amendment Resolution.* In order to adjust parking fees as may be needed due to environmental, economic, or other conditions that may occur during the fiscal year, parking fees can be waived, decreased, or increased at any time during the fiscal year by Resolution of the Board of City Commissioners.

**Note/Clarification: Due to the parking meter fee increasing from \$2.50 to \$3.00 per hour, the minimum charge for credit cards for half the time or thirty minutes is now \$1.50.*

(Res. 04.09, 08/10/2004; Res. 04.02, 01/27/2004)

ARTICLE IV. FIRE DEPARTMENT

A. Fire & Life Safety Inspection

(1) Places of Assembly (Posted Occupant Load):

- a. Up to 49 People.....\$50.00
- b. 50 – 149 People..... \$100.00
- c. 150 People or More \$150.00

(2) Residential structures, hotel/motel, timeshare, rentals/resort rentals (5 units or greater)

- a. 5 – 10 Units..... \$100.00
- b. 11 – 20 Units..... \$150.00
- c. 21 – 49 Units \$200.00
- d. 50 or More Units \$350.00

- (3) Automotive and/or Marine Service or Storage Facilities \$200.00
- (4) Automotive and/or Marine Fueling Facilities \$200.00
- (5) Standalone Single Business:
 - a. Up to 2,499 sq. ft \$50.00
 - b. 2,000 or more sq. ft \$100.00
- (6) Multiple Commercial/Businesses:
 - a. Unoccupied, per suite \$25.00
 - b. Occupied, per suite \$50.00
- (7) Storage Facilities
 - a. Up to 4,999 sq. ft \$100.00
 - b. 5,000 or more sq. ft \$200.00
- (8) Subsequent Fee for Each Return Inspection for Compliance.....\$30.00
- (9) Fire Department Red Tag/Stop Work Order\$50.00

B. Fire Plan Review and Correlated Inspection(s)

- (1) For Site Plans and Building Plans \$0.05/sqft
- (2) Other fire plans review (fire alarm, fire suppression, etc.) \$250.00
- (3) Failed inspections(s) (per each inspection).....\$50.00

C. CPR Classes.

- (1) Resident\$25.00
- (2) Non-resident.....\$50.00

D. Fire Engine Rental for Fire System Testing and/or Certification.

- (1) First 4 Hours.....\$1,000.00
- (2) Each Additional Hour \$250.00
(Res. 08.10, 09/23/2008)

E. Special Event Fee

- (1) Fire Rescue Special Event (per Hour) \$125.00
- (2) Equipment Service Fee; Fuel, Oil, Maintenance, etc. (per unit per day)\$50.00
- (3) Special Event Inspection; Cooking Tents, Food Trucks, etc. (per event)..... \$100.00

ARTICLE V. PARKS & RECREATION

(Res. 2016-24, 07/12/2016; Res. 2016-03, 02/09/2016; Res. 2015-21, 08/11/2015; Res. 2015-09,03/10/2015; Res. 2014-53, 12/10/2014; Res. 10.05, 03/23/2010; Res. 09.09, 09/21/2009; Res. 07.14,06/26/2007; Res. 05.20, 09/14/2005; Res. 06.23, 09/13/2005; Code 1983 §19-508)

A. Recreation.

(1) Adult Sports Registration:

- a. Rate determined by sport, competitive analysis, and cost recovery.
 - i. Resident/Non-Resident Pricing model will be utilized.

(2) Youth Sports

- a. Rate determined by sport, competitive analysis, and cost recovery.
 - i. Resident/Non-Resident Pricing model will be utilized.

(3) After-School Program (will take effect August 1, 2020):

- a. Resident (*daily*) \$9.00
- b. Non-Resident (*daily*) \$12.00
- c. City Employee (*daily*) \$9.00

(4) Summer Camp Program:

- a. Resident Rate by Session:
 - i. Session 1 \$500.00
 - ii. Session 2 \$500.00
 - iii. Full Summer Session \$1,000.00
 - iv. Individual Weekly Rate \$150.00
- b. Non-Resident Rate by Session:
 - i. Session 1
..... \$625.00
 - 0
 - ii. Session 2 \$625.00
 - iii. Full summer session..... \$1,250.00
 - iv. Individual weekly rate \$200.00
- c. City Employee Free

(5) Fitness Classes

- a. Contracted Recreation Instructors will agree to a 75% and 25% contract split with the City for their services.
- b. Recreation Director may negotiate class rate based upon needs/uses of recreation facilities as well as class supply requirements.

B. Recreation Center and City Hall Rentals.

(Res. 2016-24, 07/12/2016; Res. 2015-21, 08/11/2-15; Res. 2014-53, 12/20/2014)

(1) Monday – Thursday rental period. Rental hours must include set-up and breakdown for all vendors and guests. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. The 6.5% sales tax is included in hourly rates. Deposits may be refunded within thirty (30) days of an event.

- a. Recreation Center Rooms (security deposits are refundable)

- i. Full Recreation Center (all rooms) (*security deposit \$400.00*)..... \$300.00/hr.
- ii. Boca View Hall (*security deposit \$200.00.00*) \$100.00/hr.
- iii. Ocean Walk Room (*security deposit \$200.00*) \$50.00/hr.
- iv. Starboard Room (*security deposit \$200.00*)..... \$50.00/hr.
- v. Outside Deck (*security deposit \$400.00*)..... \$100.00/hr.
- vi. Boca View Hall & Outside Deck (*security deposit \$400.00*) \$150.00/hr.
- vii. Setup/breakdown Fee- *Up to 2 hours before and 2 hours after* \$50.00/hr.

- b. City Hall Rooms (security deposits are refundable)
 - i. City Centre Room (*security deposit \$400.00*) \$200.00/hr.
(*includes use of outside deck & restrooms*)
 - ii. Commission Chambers* (*security deposit \$200.00*) \$200.00/hr.

***ONLY** as a backup space for outside reservations negatively impacted by weather.

- c. Resident Discount- applied to hourly rental rates 20% discount.

(2) Friday – Sunday rental period. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. The 6.5% sales tax is not included in hourly rates. Security deposit may be refunded within thirty (30) days following an event.

- a. Recreation Center Rooms (security deposits are refundable)
 - i. Full Recreation Center (*all rooms*) (*security deposit \$400.00*) \$350.00/hr.
 - ii. Boca View Hall (*security deposit \$200.00*) \$150.00/hr.
 - iii. Ocean Walk Room (*security deposit \$200.00*) \$75.00/hr.
 - iv. Starboard Room (*security deposit \$200.00*) \$75.00/hr.
 - v. Outside Deck (*security deposit \$200.00*)..... \$125.00/hr.
 - vi. Boca View Hall & Outside Deck-(*security deposit \$400.00*) \$250.00/hr.
 - vii. Setup/breakdown Fee – Up to 2 hours before and 2 hours after.....\$50.00/hr.
- b. City Hall Rooms (security deposits are refundable):
 - i. City Centre Room (*security deposit \$400.00*) \$250.00/hr.
(*includes use of outside deck & restrooms*)
 - ii. Commission Chambers* (*security deposit \$200.00*) \$250.00/hr.

***ONLY** as a backup space for outside reservations negatively impacted by weather.

- c. Resident discount on hourly rates.

(3) Set-up and Cleaning Fees (*per location*):

- a. Less than 50 attendees \$100.00
- b. 50+ attendees \$200.00

C. Park Pavilion Rentals

(Res. 2016-24, 07/12/2016; Res. 2015-09,03/10/2015)

(1) Archibald Park

- a. Pavilion rental for four (4) hours (each additional hour is \$25.00/hour):

- i. Resident..... \$100.00
- ii. Non-Resident..... \$200.00
- b. Sand Volleyball Court Rental for four (4) hours (each additional hour is\$25.00/hour):
 - i. Resident.....\$25.00
 - ii. Non-Resident\$50.00

(2) John's Pass Park:

- a. Pavilion rental for four (4) hours (each additional hour is \$25.00/hour):
 - i. Resident..... \$100.00
 - ii. Non-Resident..... \$200.00

(3) Splash Pads Rentals

- a. Resident Rates
 - i. Splash Pad (2 Hours)..... \$100.00
 - ii. Splash Pad w/ Tables & Chairs on Patio (2 Hours)..... \$200.00
- b. Non-Resident Rates
 - i. Splash Pad (2 Hours)..... \$150.00
 - ii. Splash Pad w/ Tables & Chairs on Patio (2 Hours)..... \$250.00

D. Athletic Field Rentals

(Res. 2016-24, 07/12/2016; Res. 2014-53, 12/10/2014)

(1) Hourly resident rates by facility (6.8% Sales Tax NOT included)

- a. Softball Field\$25.00
- b. Soccer Field.....\$25.00
- c. Basketball Court \$5.00
- d. Tennis Court \$5.00
- e. Field Preparation and Lining (softball).....\$45.00
- f. Field Preparation and Lining (football/soccer)\$25.00
- g. Attendant Fee (per staff member)\$25.00
- h. Rental Cleaning Fee\$25.00
- i. Light Fee\$10.00

(2) Hourly non-resident rates by facility (6.5% Sales Tax NOT included)

- a. Softball Field\$30.00
- b. Soccer Field.....\$30.00
- c. Basketball Court\$10.00
- d. Tennis Court\$10.00
- e. Field Preparation and Lining (softball).....\$50.00
- f. Field Preparation and Lining (football/soccer)\$30.00
- g. Attendant Fee (per staff member)\$30.00
- h. Rental Cleaning Fee\$30.00
- i. Light Fee\$15.00

E. Wedding Permits.

- (1) Small wedding permit application fee \$100.00*

- a. **A gathering of less than 50 persons with minimal decor as determined by staff; additional fees may apply.*

(2) Wedding permit application fee..... \$200.00*

- a. **A gathering of more than 50 persons with minimal decor as determined by staff; additional fees may apply.*

F. *Special Events.*

(1) Event Application Fee (*less than 1,000 attendees*) \$100.00

(2) Event Application Fee (*more than 1,000 attendees*)..... \$250.00

A fee of \$100.00/\$250.00 payable to the City as reasonable cost for processing, evaluating, and issuing the permit is required. The BOC may waive the application fee by resolution at annual special event review when determined in the best interest of the community and upon demonstration of non- profit status.

(3) Deposit. *Deposits shall be determined upon the estimated impact on the City owned property of which the event is hosted.*

- a. Small event..... \$250.00
- b. Large event \$500.00

A refundable deposit shall be payable to the City in advance of the event for damage to public property or City services incurred in direct association with the event and not identified in the original special event application approval. The BOCC may waive the deposit by resolution at annual special event review when determined in the best interest of the community, and upon. The City reserves the sole right to determine which portion, if any, of the deposit shall be returned to the applicant within 30 days after the event. The City Manager may waive special event fees to the amount of no more than \$500 upon his/her determination that it will be a benefit to the community.

(4) Fees

a. Large Event (1,000+ Attendees)

- i. Facility Rental Per Event\$3,000.00
(Includes use of stage and event field)

b. Small Event (Less than 1,000 attendees)

i. Stage Fee

- 1. Resident\$50.00/hr.
- 2. Non-Resident \$100.00/hr.

ii. Field Usage Fee

- 1. Resident\$50.00/hr.
- 2. Non-Resident \$100.00/hr.

c. City Event Fees

- i. Trash Can Fee (*per trash can*)\$5.00
- ii. Dumpster fee with single pick-up 3 Yard Dumpster.....\$136.70
- iii. Event Barricades (available at City Hall Property Only)
 - 1. Setup Fee per – event \$100.00

2. Barricade Fee - per day\$10.00

iv. Other fees including but not limited to additional City personnel staff, such as EMT support through Madeira Beach Fire Department, etc. Five times the rental fee for receptacles will be withheld from deposit for those not returned within 48 hours of event.

d. Mandatory Non-City Fees. The required use of Pinellas County Sheriff's Deputies, as defined within the special events section of ordinances, will be negotiated directly with the Pinellas County Sheriff's Office. It is the **sole responsibility of the applicant** to secure the appropriate number of deputies as required by the Sheriff's Department.

e. Other Non-City Fees. Other fees included but not limited to Madeira Beach City Centre and field clean-up, additional civilian security, and vehicle parking professionals shall be the **sole responsibility of the applicant**.

- f. Table games (Canasta, Bridge, etc.)
 - i. Resident: \$1.00
 - ii. Non-resident: \$2.00

ARTICLE VI. PUBLIC WORKS

A. Trash, Recycling, and Garbage

(1) Removal service fees-

All residents, occupants, or owners of premises in the city shall be required to have accumulations of garbage, trash, garden trash, recyclable items, and noncombustible refuse removed and disposed of by the sanitation division of the city Public Works Department. For the purpose of this section a unit shall be defined as a living unit for human habitation containing kitchen facilities. The charges for garbage, recycling, and trash removal services shall be as follows:

- a. **Single Family and Multi-Family, per dwelling, per month:**
 - i. **64 Gallon Cart.....~~\$36.27~~ \$38.74**
 - o **Each additional cart per month\$14.00**
 - ii. **96 Gallon Cart.....\$45.74**
 - o **Each additional cart per month\$14.00**
- b. **Multi-Family dwelling (per premise/month)~~\$36.27~~**
Each additional cart (per premise/per month).....~~\$14.00~~
- c. **Commercial.** All offices and business establishments required to have a local business tax receipt are hereby classified commercial. A commercial rate for the collection of garbage and trash is hereby established to be in accordance with the following for non-compacting containers:
 - i. **Service twice per week, per month (Dumpster)**

- (a) One cubic yard..... ~~\$115.00~~
\$122.82
 - (b) One and a half cubic yard..... ~~\$147.00~~ \$157.00
 - (c) Two cubic yard ~~\$179.00~~ \$191.17
 - (d) Three cubic yard..... ~~\$243.00~~ \$259.52
 - ii. Each additional service per week, per month (Dumpster)
 - (a) One cubic yard ~~\$64.00~~ \$68.35
 - (b) One and a half cubic yard..... ~~\$72.00~~ \$76.90
 - (c) Two cubic yard ~~\$96.00~~ \$102.53
 - (d) Three cubic yard..... ~~\$128.00~~ \$136.70
 - iii. Service twice per week, per month (96 Gallon cart) ~~\$32.00~~ \$40.00
 - o Each additional cart per month \$14.00
 - ~~(a) Two cans \$32.00~~
 - ~~(b) Three Cans \$47.00~~
 - ~~(c) Four Cans \$64.00~~
 - iv. Each additional service per week, per month (96 gallon cart)
 - \$16.00
 - 0
 - ~~(a) Two Cans \$16.00~~
 - ~~(b) Three Cans \$24.00~~
 - ~~(c) Four Cans \$32.00~~
 - v. Sunday collections are double the additional service rate.
 - vi. Replacement Toter fee \$75.00
 - vii. ~~Charges for use of more than four cans will consist of multiples of the two, three or four can rates. Ultimate charges to the customer or property owner shall be based on the frequency of collection and the amount of garbage and trash generated as set forth above for each establishment.~~ Accounts classified as multifamily dwelling, or hotel, motel or motor lodge may elect to be charged for garbage and trash removal services in conformity with the commercial rates defined in this section but in no case shall less than one can per unit be elected. It is the burden of the property owner to notify the city of such election. Those establishments electing the commercial or bulk rate shall have the option of changing the type of service by giving 30 days' notice. Requests for changes in service shall be in writing and addressed to the city. The city reserves the right to determine the number of cans, the number and size of containers and/or frequency of disposal, with applicable charges, during any period of the year, for commercial containers.
 - d. Bulk item removal. Any item identified in section 54-33 regarding the removal of other waste and non-combustible refuse will be collected by the city, for a minimum disposal fee of \$50.00 plus \$10.00 for each item picked up
 - e. Unlawful/Illegal Dumping \$250.00

~~f. Extra service fees. Business establishments and other establishments requiring the pickup and disposal of garbage and/or trash of an average amount greater than 80 gallons per week of garbage and one cubic yard per week of trash, must make arrangements with the city and pay proportionately greater fees required for the greater services estimated and furnished, in the same ratio and proportion.~~

g. Bulk waste. Noncombustible refuse in excess of normal weekly limits, by either residential or commercial establishments shall be picked up at the rate of \$50.00 per hour per collection day, based on elapsed time of collection, plus allowances for disposal run and dump charges. Such charges shall also be made to homes having more than normal trash collection.

(2) Recycling service fees (Commercial)

a. Condominium properties shall be billed based on direct costs incurred by the City to provide recycling service through its contractual service provider.

(3) Billing.

It is the property owner's responsibility to pay charges against the property. It shall be at the discretion of the city to determine the appropriate billing party. Upon request, the city will attempt to bill tenants, but only if the owner signs a statement acknowledging his responsibility for the charges generated, along with the information necessary so that they may be contacted at the point wherever a delinquency occurs. The city reserves the right to bill the property owner, if it so chooses, regardless of circumstances surrounding the account.

~~(4) Commercial Minimum charge (base) for unoccupied (dormant) businesses:~~

~~(Res. 07.14, 06/26/2007)~~

~~If there is a commercial property with no current occupant, upon written notification by the property owner, the property will be charged a minimum fee, based on the twice per week collection service rate for two cans (the least expensive bulk rate). Upon leasing the property, the normal charges will apply as per this schedule. No Madeira Beach local business tax receipt for the tenant or property owner will be granted until the account is made current by the property owner. It is the responsibility of the property owner to notify the city, in writing, anytime a vacancy occurs, if they hope to receive the adjustment downward to the minimum charge. No retroactive adjustments will be made. The minimum charge will begin once the city has been notified and proof is provided that the property has no occupant.~~

(5) Owner's liability.

If the premises are sold, any remaining claims by the city for garbage and trash services not settled at time of transfer of ownership of the property shall become the responsibility of the new owner. This applies equally to the sale or foreclosure of any property and represents charges for service presently or previously provided. On all premises, the owner of such premises shall be liable for all garbage and trash service charges against the property irrespective of whether such premises is occupied by owner, tenant, or vacant. The occupation of fully constructed premises shall be irrelevant to the liability of the owner and/or occupant for the charges as provided for in this section. The schedule of charges shall be imposed on all fully constructed premises, whether occupied or not, and regardless of volume of garbage or trash generated. Liability for payment shall begin on the date of ownership of property.

(6) Payment, penalties, delinquency constitutes lien against property.

(Code 1983, §19-511)

All garbage and trash fees are due and payable upon receipt. Bills not paid within 30 days of the billing date will be considered delinquent and shall constitute grounds for filing a lien against the property with the clerk of the circuit court. Bills that arrive after the 30-day deadline will be assessed penalty interest on the next bill. It is the owner's responsibility to see that the payment arrives within the 30-day billing period. Bills not paid within 30 days shall have penalty interest added at the rate of 1½ percent per month beyond the delinquency date (30 days).

B. Stormwater Utility Management

(1) Created.

A stormwater management utility fee, also referred to in this section as "fee" was created and imposed on all developed property within the city for services and facilities provided by the stormwater management program. For the purposes of imposing the fee, all developed property within the city shall be classified into the following three classes:

- a. Residential Property
- b. Non-Residential Property
- c. Mixed Use Property

The Public Works Director will, from time to time, prepare a list of property within the City and assign a classification of residential or nonresidential property.

(2) Schedule of Rates

(Res. 05.20, 09/14/2005)

- (1) The EDU rate shall be \$10.00 per month for each EDU.
- (2) The stormwater management utility fee shall be calculated for each developed property as follows:

- i. The fee for property consisting solely of dwelling units is the rate of one EDU multiplied by the number of dwelling units existing on the property. That is:

$$\text{Fee} = (\text{EDU rate}) \times (\text{Number of dwelling units})$$

- ii. The fee of a property with no dwelling units is the rate of one EDU multiplied by the numerical factor. The numerical factor is obtained by dividing the total impervious area in square feet of the nonresidential property by 1,249 square feet. The resulting calculation is:

$$\text{Fee} = (\text{EDU rate}) \times (\text{Impervious area expressed in square feet}) / 1,249 \text{ square feet, but not less than the rate for one EDU}$$

****Fractional remainders***

- iii. The fee for mixed use property (dwelling units and commercial) is the rate of one EDU multiplied by the number of dwelling units existing on the property. The total on-site impervious is then compared to the impervious area allocated to dwelling units by multiplying the number of dwelling units X 1,249 square feet

per dwelling unit and subtracting the resulting square footage of impervious area from the total impervious area. If the remaining impervious area is zero or negative, the fee is the EDU rate multiplied by the number of dwelling units.

If the remaining impervious area is greater than zero, then the additional fee for the remaining impervious area is calculated under subsection (2)(b) of this section.

- (3) The minimum fee for developed property, whether residential or nonresidential, within the city is equal to the rate of one EDU subject to reduction as set forth in subsection (4) of this section.
- (4) On-site stormwater quality management facilities reduction shall be allowed and calculated as follows:
 - i. In order to encourage the improvement of the quality of stormwater runoff, a reduction in the stormwater management utility fee is authorized for those developed properties which are addressed by a stormwater management facility designed and constructed for the purpose of stormwater pollution reduction.
 - ii. A reduction in fee is allowed for a particular developed property only if the stormwater runoff from the property is treated by a stormwater management facility that has been designed, constructed, and is maintained properly for the purpose of stormwater pollution reduction and adheres to the drainage requirements of the ten-year frequency, 60-minute storm event. If it is determined by the Director of Community Services that the stormwater management facility has not been, nor is currently being, properly maintained as designed, the Director of Community Services may disallow the on-site stormwater management facility credit.
 - iii. Specific stormwater treatment facilities that qualify for this reduction include, but are not limited to, retention or filtration ponds; front, rear, and side lot swales; mechanical treatment or separation facilities; or extensive improvement in the amount of pervious surfaces by the use of turf-block for parking areas, driveways, patios and sidewalks.
 - iv. For applicable properties, the fee shall be reduced by 25 percent. The reduced fee will, therefore, be calculated as the fee determined in this subsection multiplied by the factor of 0.75 (Fee X 0.75).
- (3) Billing, Collecting, Delinquency, and Penalty
 - a. Bills for stormwater service shall be rendered bimonthly by the county water system as agent for the city. The fixed monthly charge shall be payable in advance.
 - b. If any bill shall not be paid within seven days after the date it has been declared delinquent, water service to the premises shall be disconnected until such delinquent account is paid in full, including all applicable disconnection and reconnection charges.

- c. Statements for the stormwater management utility fee shall be payable at the same time and in the same manner and subject to the same penalties as they are otherwise set forth for other utility fees administered by the city. The property owner or fee payer will be notified of any delinquency in the payment of the stormwater management utility fee in the same manner that delinquent water, garbage and sewer bills are notified and the failure to pay such fee as is otherwise provided in the statement rendered to the payer shall subject the property to the discontinuance of water, garbage and sewer services and shall subject the fee payer to all other penalties and charges provided relative to the discontinuance of such utility services.
- d. The administrative appeal and hearing procedure applicable to the discontinuance of utility services shall be applicable to the discontinuance of such services for the nonpayment of the stormwater management utility fee.

(4) Adjustments of fees.

(Code 1983, §19-512)

- a. Any owner, tenant or occupant who has paid the rendered fee and who believes that the fee is in error may, subject to the limitations set forth in this division, submit an adjustment request to the Public Works Director.
 - i. Adjustment requests shall be made in writing and shall set forth in detail the grounds upon which the belief is based.
 - ii. The Public Works Director shall review the adjustment request within 90 days of the submittal of the request and shall respond in writing to the requesting fee payer, either denying or granting the request with the reason therefore stated in such response.
 - iii. The rate adjustment, if granted, will apply retroactively to the date at which the erroneous information was applied to the fee payer's fee, but will not exceed one year prior to the adjustment request.
 - iv. Upon denial of the adjustment request, the owner, tenant, or occupant making the original adjustment request may, within 30 days of the receipt of denial, petition for a review of the adjustment request by the board of adjustment. The board of adjustment shall review the adjustment request in accordance with the provisions set forth in the City Code, Chapter 2, as well as the documented evidence provided in the original adjustment request and supplemental evidence requested by the Director of Community Services or provided by the fee payer prior to the decision made by the Director of Community Services. Within 60 days of the petition the board of adjustment shall in writing, either grant or deny the petition. If the petition is granted, the Public Works Director will apply the adjustment to the fee for the requesting

customer for the retroactive period identified by the board of adjustment.

- b. The Public Works Director, upon discovering an error or oversight in the calculation of the fee, may initiate an adjustment request. The request must be made in writing documenting the reasons for the adjustment. In the event that the adjustment would require the increase in fee for a fee payer, the Public Works/Marina Director must provide the adjustment request to the affected fee payer 30 days prior to adjusting the fee and offer the fee payer an opportunity within the stated 30 days to provide reasons why the adjustment should not be made. An increase or decrease in fee shall not be retroactively effective more than one year from the date of adjustment.
- (5) Sec. 70-156. - Enforcement.
- a. *Civil penalties.* Any violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to a civil penalty not less than \$50.00 or more than \$500.00 per day, or imprisonment of up to 60 days, or both such fine and imprisonment, for each violation.
 - b. *Criminal penalties.* Any intentional or willful violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to a criminal penalty not less than \$50.00 or more than \$500.00 per day, or imprisonment of up to 60 days, or both such fine and imprisonment, for each violation.
 - c. *Injunctive relief.* Any violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to injunctive relief if necessary to protect the public health, safety, or general welfare.
 - d. *Continuing violation.* A person shall be deemed guilty of a separate violation for each and every day during any continuing violation of any provision of this article, or of any regulation or permit issued under this article.
 - e. *Enforcement actions.* The director may take all actions necessary, including the issuance of notices of violation and the filing of court actions, to require and enforce compliance with the provisions of this article and with any regulation or permit issued under this article.

ARTICLE VII. MADEIRA BEACH MUNICIPAL MARINA

A. Vessel inspection.

(Code 1983, Chapter 19, Article VII)

Live-aboard vessels desiring to stay beyond ten days will be required to obtain a no-fee annual permit and pay a vessel inspection fee of \$25.00

B. Madeira Beach Municipal Marina fees

(Res 2016-03, 02/10/2016)

The marina maintains the ability to adjust the rates below to account for changes in the sales tax Rates during the fiscal year; allowing for payments to stay consistent until this manual is updated and approved by the Commission. Employees receive the same rates as residents. The marina staff can issue transient slip discount coupons up to 20% off through online booking sites as a marketing tool. Discounts will be for off peak times.

Fees for the Madeira Beach Municipal Marina shall be as follows (each of these fees are subject to all applicable sales taxes):

- (1) Transient Wet Slip per day.....\$2.10/foot/day
- (2) Transient Wet Slip per week.....\$11.00/foot/week
- (3) Transient Dry Storage
 - a. Regular per day\$28.04/day
 - b. Holidays and/or weekends per day.....\$37.38/day
- (4) Transient Dry Storage\$233.64/month
- (5) Wet Slip non-Live-aboard\$12.00/foot/month
- (6) Boat Lift\$15.50/foot/month
- (7) Commercial non-live-aboard wet slip.....\$13.00/foot/month
- (8) Wet Slip Live – aboard\$18.50/foot/month
- (9) Dry Storage – under 26’ boat length\$158.88/month
- (10) Dry Storage – 26’+ boat length\$196.26/month
- (11) Resident Dry Storage (*Limited to Madeira Beach Residents Only*)\$128.33/month
- (12) Dry storage for non-motorized boat*.....\$28.17/month
 - a. **Kayaks, canoes, and small boat that can be carried by one (1) person.*
- (13) Boat Ramp Fees
 - a. Launch\$4.67/day
 - b. Launch and Park\$14.02/day
 - c. Holiday Launch and Park\$18.69/day
 - d. Resident Launch (New)\$1.87
 - e. Resident Launch & Park (New).....\$9.35
- (14) Late Fee\$30.00
- (15) Residents with recreational vehicles and motor homes and boat displaced by City Road and/or Stormwater construction will be provided free storage space for those vehicles.
- (16) Fuel Discounts -Maximum discount per gallon \$0.30/gal
 - a. Commercial\$0.20/gal

- b. Gulf of Mexico Commercial Fishing Fleet Discount..... \$0.30/gal
- c. 50+ Gallon \$0.05/gal
- d. Boat US/ Sea Tow \$0.05/gal
- e. Madeira Beach Resident \$0.05/gal
- f. City Co-sponsored / Community events..... \$0.20/gal
 - i. Great American Grunt Hunt
 - ii. King of the Beach fishing tournament (Spring and Fall)
 - iii. Veterans Boat Parade
 - iv. Wild West Kingfish Tournament (*Spring and Fall*)
 - v. Sun Coast Kingfish Classic (*Spring and Fall*)
 - vi. Christmas Boat Parade
 - vii. Any other City Co-sponsored events as approved by the City Manager

- (17) Surveillance camera optional fee \$25.00/month

- (18) Live-aboard permits \$5.00(72 hours)
(Res 2019-18, 12/17/2019)

- (19) Temporary 3HR Wet Slip Parking/No Power..... \$20.00 + Tax

This page reserve for Publications by the City Clerk

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pinellas, Hillsborough, Pasco,
Hernando Citrus

} ss

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

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida and that the said newspaper has heretofore been continuously published in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

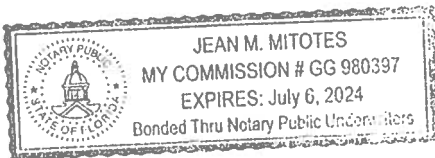
Signature Affiant

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

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____



NOTICE OF PUBLIC HEARINGS
CITY OF MADEIRA BEACH

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

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

ORDINANCE 2023-18

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

ORDINANCE 2023-23

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

ORDINANCE 2023-24

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

ORDINANCE 2023-25

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

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

Clara VanBlargan, MMC, MSM, City Clerk



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Robin Gomez, City Manager

FROM: Clara VanBlargan, City Clerk

DATE: 08/21/2023

RE: **Ordinance 2023-23, Board of Commissioners Compensation and Health Insurance – 2nd Reading & Public Hearing**

Background

The Board of Commissioners last adopted an ordinance increasing the annual salary of Commissioners in July 2015 through Ordinance 2015-08, which was amended by Ordinance 2019-04 to correct a scrivener's error in the annual salary of the District Commissioners.

At the October 27, 2021, BOC Regular Workshop Meeting, the Board of Commissioners discussed an annual salary increase, health insurance, and benefits for Commissioners. City Attorney Trask explained at the December 8, 2021, BOC Regular Meeting that according to an AGO, an Attorney General Opinion, health insurance must be treated as compensation. He would need to draft an ordinance providing for it. The Board of Commissioners consented to the City Attorney holding off on preparing an ordinance at that time.

The item was considered again at the July 26, 2023, BOC Workshop Meeting. The consensus of the Board of Commissioners was for the City Attorney to draft an Ordinance for first reading at the August 9, 2023 BOC Regular Meeting to provide an option for the Board to waive their annual salary to obtain the same health insurance as City employees at the same rate that City employees enjoy. The Board approved the first reading of Ordinance 2023-23 on August 9, 2023.

No ordinance increasing the salary of Commissioners shall become effective until the date of commencement of the terms of Commissioners elected at the next regular election, provided that such election follows the adoption of such ordinance by at least six (6) months (City Charter, Section 4.11).

City Charter, Section 4.11 Compensation; expenses.

The Board of Commissioners may determine the annual salary of Commissioners by Ordinance, but no Ordinance increasing such salary shall become effective until the date of commencement of the terms of Commissioners

elected at the next regular election, provided that such election follows the adoption of such ordinance by at least six (6) months.

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

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

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

Fiscal Impact

The cost of advertising ordinances for public hearings is budgeted in each Fiscal Year Budget.

Recommendation

The recommendation is for the Board of Commissioners to approve, after second reading and public hearing, Ordinance 2023-23, providing an option for the Board of Commissioners to waive their annual salary to obtain the same health insurance as City employees at the same rate that City employees enjoy.

Attachments:

- Ordinance 2023-23, BOC Compensation and Health Insurance
- City Charter, Section 4.11, Compensation; Expenses

ORDINANCE 2023-23

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Tampa Bay Times Published Daily

STATE OF FLORIDA
COUNTY OF Pinellas, Hillsborough, Pasco,
Hernando Citrus

} ss

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

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida and that the said newspaper has heretofore been continuously published in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

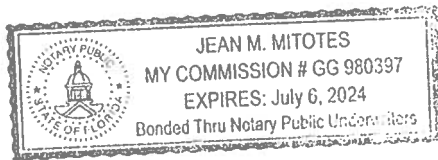
Signature Affiant

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

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____



NOTICE OF PUBLIC HEARINGS CITY OF MADEIRA BEACH

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

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

ORDINANCE 2023-18

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

ORDINANCE 2023-23

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

ORDINANCE 2023-24

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

ORDINANCE 2023-25

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

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

Clara VanBlargan, MMC, MSM, City Clerk

Section 4.10 Independent audit.

The Board of Commissioners shall provide for an independent annual audit of all City accounts and may provide for a more comprehensive audit as it deems necessary. Such audits shall be made by a certified public accountant or a firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the City government or any of its officers.

(Ord. No. 2018-09 , § 1(Exh. A), 8-20-2018; Ord. No. 2020-17 , § 1, 8-19-2020)

State law reference(s)—Independent fiscal audit required, Florida Statutes §§ 166.241, 218.32.

Section 4.11 Compensation; expenses.

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

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

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

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

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

Section 4.12 Recall.

The Recall of elected officials shall be governed by Florida Statutes § 100.361, as may be amended from time to time.

(Ord. No. 2018-16 , § 1, 1-8-2019)

ARTICLE V. CHARTER OFFICERS, ADMINISTRATIVE DEPARTMENTS AND CIVIL SERVICE COMMISSION³

Section 5.1 City Clerk, City Attorney, City Manager and City Treasurer; Charter Officers.

There shall be appointed a City Clerk, City Attorney, City Manager and City Treasurer who shall serve at the pleasure of the Board of Commissioners and said officers shall be considered "Charter Officers".

³Editor's note(s)—Ord. No. 2018-09 , § 1, adopted Aug. 20, 2018, and at the direction of the city, repealed Art. V and renumbered Art. VI as Art. V and amended it in its entirety. Former Art. V pertained to city manager, which can now be found in § 5.4, and derived from Ord. No. 1009, adopted Dec. 9, 2003.

ORDINANCE 2023-24

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

WHEREAS, on the 10th day of July, 1973, the City of Madeira Beach established membership in the Florida Retirement System; and

WHEREAS, on the 5th day of December, 1995, the City of Madeira Beach revoked its membership in the Florida Retirement System; and

WHEREAS, the City of Madeira Beach wishes to reinstate its membership in the Florida Retirement System; and

WHEREAS, pursuant to the Laws of Florida, the City of Madeira Beach declares as its policy and purpose, the reinstatement of election to participate in the Florida Retirement System for all employees and officers hired on or after October 1, 2023; and

WHEREAS, all General Employees of the City of Madeira Beach who were participants in the Florida Retirement System before January 1, 1996, remained as participants in the system for as long as they were employees or officers of the City of Madeira Beach, and all rights, duties, and obligation of the City of Madeira Beach, the system, and the employees and officers remained in effect; and

WHEREAS, all General Employees who are hired or who take office on or after October 1, 2023, shall participate in the Florida Retirement System, and the City of Madeira Beach has obligations to the system with respect to such employees and officers; and

WHEREAS, it is the intent of the City of Madeira Beach to reinstate its membership with the Florida Retirement System for General Employees hired on or after January 1, 1996; and

WHEREAS, the recommendations for reinstatement of membership in the Florida Retirement System have been found meritorious by the Board of Commissioners; and

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

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

Section 1. It is hereby declared to be the policy and purpose of the City of Madeira Beach, Florida, to reinstate the election to participate in the Florida Retirement System for all employees and officers hired on or after October 1, 2023.

Section 2. It is hereby declared to be policy and purpose of the City of Madeira Beach, Florida, to reinstate its participation in the Florida Retirement System for all General Employees hired after January 1, 1996.

Section 3. This Ordinance shall remain in full force and effect until supplemented, amended, repealed or otherwise altered.

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

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

Section 6. A copy of this Ordinance, fully executed and duly attested by the Secretary, shall be furnished to the Administrator of the Florida Retirement System.

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

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Tampa Bay Times
Published Daily

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

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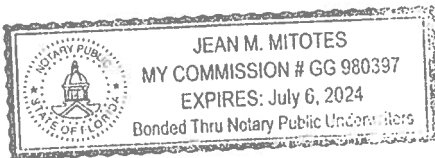
Signature Affiant

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

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____



NOTICE OF PUBLIC HEARINGS
CITY OF MADEIRA BEACH

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

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ORDINANCE 2023-23

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

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

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

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

Clara VanBlargan, MMC, MSM, City Clerk

**EMPLOYEE RETIREMENT
FRS PENSION VS. MISSIONSQUARE 401(a)**

Item 9C.



Who:
**All Full Time and Part Time
Employees**

Who:
Full Time Only

Vesting:
8 years of employment 100%

Vesting:
2 years of employment 25%
3 years of employment 50%
4 years of employment 75%
5 years of employment 100%

Contribution:
Employer = 13.57%
Employee = 3%

Contribution:
Employer = 9%
EE = 0%

Retirement:
**Guarantees a set monthly payment
for life**

Retirement:
Available upon Retirement

Plan COMPARISON CHART



Florida Retirement System

Comparing the Plans: Investment Plan and Pension Plan

For complete plan details, refer to the Summary Plan Descriptions on MyFRS.com.

	Investment Plan	Pension Plan
This is a ...	401(k)-type investment plan. It is designed primarily for employees who want greater control over their retirement plan and who want flexibility in how their benefit is paid at retirement.	Traditional retirement pension plan. It is designed for employees who are not comfortable with choosing investments and managing their own portfolio, and who want a guaranteed monthly retirement benefit.
You qualify for a benefit after ...	1 year of service. Once you complete 1 year of service, you own all contributions and earnings in your account. If you leave FRS employment sooner, you own your employee contributions and any earnings on your contributions.	8 years of service. Once you complete 8 years of service, you qualify for a benefit which is payable when you reach retirement age as defined by the plan. If you leave FRS employment sooner, you own your employee contributions.
Plan investment choices are made by ...	You. You are responsible for choosing investments from a diversified set of funds and for managing your account.	The State. The State is responsible for managing the Pension Plan Trust Fund.
Your benefit is ...	Based on your account balance. Your account balance is based on your and your employer's contributions, the performance of your investments, and account fees and expenses.	Based on a formula. Your benefit is guaranteed and is based on a formula using your salary, years of service, FRS membership class, and age.
When you retire, your benefit can be paid to you as ...	A lump sum, a rollover, an annuity, a customized payment schedule, or any combination of these.	Monthly payments for your lifetime. You will have options that provide continuing payments to your qualified beneficiary after your death.
Who contributes to the plan?	Both plans require you to contribute 3% of your salary, beginning with your first paycheck. You cannot change the amount you contribute. Your employer also contributes a fixed percentage of your gross salary to the plan you choose. Contribution rates are set by the Florida Legislature.	

Have Questions?

Get answers from an experienced, unbiased financial planner. There is no charge to you.

MyFRS Financial Guidance Line • 1-866-446-9377, Option 1 (TRS 711)

8:00 a.m. to 6:00 p.m. ET, Monday through Friday, except holidays.

Plan COMPARISON CHART

Additional Plan Features

	Investment Plan	Pension Plan
What happens if I work long enough to qualify for a benefit, but leave and go to work for another FRS-participating employer? You remain enrolled and contributions will continue to be made to your account.	You remain enrolled and your benefit will continue to grow.
	... an employer that doesn't participate in the FRS? You will have the option of leaving your money in the plan or taking a distribution.	Your benefit will be frozen until you either begin receiving monthly retirement benefits or return to an FRS-participating employer.
Is there a survivor benefit if I die in the line of duty?	Yes.	Yes.
Will my benefit payments be adjusted to reflect increases in the cost of living?	Only if you purchase a fixed annuity that offers it.	No.
Would I be eligible to participate in the Deferred Retirement Option Program (DROP)?	No.	Yes, as of your normal retirement date.
Would I receive the Health Insurance Subsidy (HIS) to help me pay for health insurance in retirement?	Yes, if you satisfy the service requirements.	Yes, if you satisfy the service requirements.
Are there any benefits if I become permanently disabled?	Yes.	Yes.
Once I'm enrolled in one plan, can I switch to the other? While you are actively working for an FRS-participating employer, regardless of the plan you choose, you may switch plans once by using your 2 nd Election. Reemployed retirees in the Investment Plan as of July 1, 2017 or after are not eligible to use a 2 nd Election.	Yes. If you are actively working, earning salary and service credit, you can switch from the Investment Plan to the Pension Plan. You will have to buy into the Pension Plan, using the money in your Investment Plan account. If your balance doesn't cover the cost, you will have to make up the difference out of your own pocket.	Yes. If you are actively working, earning salary and service credit, you can switch from the Pension Plan to the Investment Plan. You may either leave your Pension Plan benefit in place (if you have at least 8 years of service) or transfer it into the Investment Plan. Transferred amount is subject to the Pension Plan's vesting requirements.

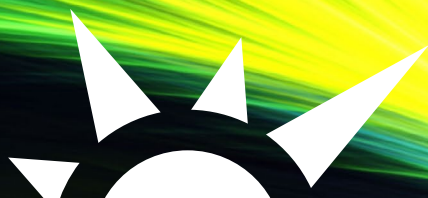
This publication is a summary of the retirement options available to new FRS-covered employees and is written in non-technical terms. It is not intended to include every program detail. Complete details can be found in Chapter 121, Florida Statutes, the rules of the State Board of Administration of Florida in Title 19, and the Department of Management Services in Title 60, Florida Administrative Code. In case of a conflict between the information in this publication and the statutes and rules, the provisions of the statutes and rules will control. Before you make an election or select any investment funds, you should review the Fund Profiles, the Investment Fund Summary, and the Annual Fee Disclosure Statement posted in the "Investment Funds" section on MyFRS.com.



WORKING AFTER RETIREMENT

For FRS Pension Plan

July 2023



Florida Retirement System

Reemployment Rules for Pension Plan Members

Returning to work or providing services to a Florida Retirement System (FRS) employer (see the definition of “FRS employment”) too soon after retirement could be a costly mistake. Read this brief flyer to be sure you don’t jeopardize your retirement.

What You Need to Know

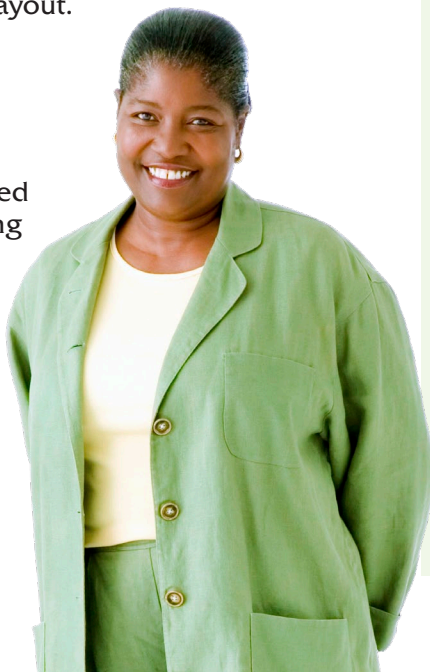
Once you become a Pension Plan retiree:

- You will not be able to rejoin the FRS — even if you are employed by an FRS employer.
- If you return to FRS employment before satisfying the required waiting period, your retirement may be voided and you may have to repay all benefits you have received, including any Deferred Retirement Option Program (DROP) payout.

When do I become a Pension Plan retiree?

Service Retirement — You become a Pension Plan retiree once you have cashed or deposited a benefit payment (including direct deposit). You are considered retired as of your effective retirement date.

DROP Participant — If you participated in DROP, your effective retirement date is your DROP begin date and the calendar month following your DROP termination date is the beginning of your waiting period as a DROP retiree.



FRS Employment Defined

FRS employer: Any agency that participates in the Florida Retirement System.

FRS employment:

- Being actively employed by **any** FRS employer in **any** capacity; and/or
- Providing any service to **any** FRS employer that may create an employment relationship through any arrangement (paid or unpaid), including OPS, adjunct, election poll work, temporary employment, or working through a third party that provides service to an FRS employer, etc.

FRS-covered employment:

A position that is eligible to be reported for FRS contributions.

Caution!

The FRS termination and reemployment laws are very complex, and returning to FRS employment too soon after you’ve retired may have **significant financial consequences**.

Before retiring or returning to FRS employment, **we strongly recommend you call the Division of Retirement at 1-866-446-9377, Option 3.**

When can a Pension Plan retiree return to FRS employment?

Returning to FRS employment within 12 calendar months of becoming a Pension Plan retiree may have significant financial consequences and require you to repay retirement benefits received, as described below.

If you are a Pension Plan retiree and return to FRS employment:	
Within 6 Calendar Months	Your retirement may be voided. If voided, you and the FRS employer will be required to repay all of the Pension Plan benefits you have received, including any DROP payout. ¹
During Calendar Months 7 to 12	Your Pension Plan benefits will be suspended for each month you have FRS employment during this period (you must notify the Division of Retirement of your FRS employment). ² If your benefits are not timely suspended, you and your employer will be required to repay benefits you should not have received.
After 12 Calendar Months	There are no restrictions on working for an FRS employer after you have been retired for 12 calendar months. You will not be required to repay any prior benefits, and you will continue receiving benefits from the Pension Plan without interruption.
<p>Want to know when you'll reach the 6- and 12-calendar-month waiting periods?</p> <p>View or download the comprehensive reemployment tables by visiting MyFRS.com. On the home page, click Retirees > Reemployment After Retirement > Reemployment Tables.</p>	

Can I rejoin the FRS after becoming a Pension Plan retiree?

No. Once you are considered a Pension Plan retiree, including DROP, you cannot renew your membership in the FRS, no matter when you return to employment with an FRS employer. This means you will not be eligible to earn any additional benefits under an FRS plan.³

Do these reemployment rules apply if I am hired by a non-FRS employer?

No. Being hired by a private employer (must not provide any services to an FRS employer) or a non-FRS public employer⁴ after becoming a Pension Plan retiree will have no impact on your Pension Plan benefits (except for disability retirement — see below).

Would being rehired affect my FRS disability benefits?

Yes. You cannot receive FRS disability benefits if you are employed. Your FRS disability benefits will be terminated upon returning to work for any employer (includes private, non-FRS, and FRS employers).

¹ Retirees may provide volunteer services with an FRS employer without violating the termination requirements or reemployment limitations (must comply with Section 121.091(15), Florida Statutes).

² You are exempt from this suspension of benefits if you are a retired law enforcement officer who is reemployed during this period as a school resource officer by an FRS employer. Retirees may provide volunteer services with an FRS employer without violating the termination requirements or reemployment limitations (must comply with Section 121.091(15), Florida Statutes).

³ The FRS plans include the Pension Plan and Investment Plan. Retirees are also not eligible for membership in the state-administered defined contribution plans.

⁴ If you are retiring from an employer that no longer offers FRS membership to new employees and you plan to return to employment with this same employer after termination, please call the Division of Retirement at 1-866-446-9377, Option 3, to determine what reemployment restrictions apply.

This publication is a summary of the termination and reemployment provisions for the Florida Retirement System Pension Plan and is not intended to include every program detail. Complete details can be found in Chapter 121, Florida Statutes, the rules of the State Board of Administration of Florida in Title 19 and the Department of Management Services, Division of Retirement, in Chapter 60-S, Florida Administrative Code, applicable provisions of the Internal Revenue Code (IRC), and in the Pension Plan Summary Plan Description. In case of a conflict between the information in this publication and the statutes, rules, and IRC, the provisions of the statutes, rules and IRC will control.

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MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Robin Gomez, City Manager

FROM: Clara VanBlargan, City Clerk

DATE: August 21, 2023

RE: **Ordinance 2023-25, Adjusting Election District Boundaries – 2nd Reading & Public Hearing**

Background

The City of Madeira Beach electors approved a charter amendment at the March 2019 Municipal Election requiring the Board of Commissioners to every five years, by Ordinance, either change the existing boundaries of its districts as it may deem equitable or to reaffirm the old district boundaries so that each district contains as nearly as possible the same number of electors. This was last done through the passage of Ordinance 2018-08 on September 4, 2018. No change in the boundaries of districts shall be made within six (6) months preceding an election in the City. The next Municipal Election is scheduled for March 19, 2024. Therefore, there can be no change in the boundaries of the districts after September 18, 2023.

The Board of Commissioners workshopped this item on June 28, 2023 and July 26, 2023. The consensus was to adjust the Election District Boundaries. The Board approved the first reading of Ordinance 2023-25 on August 9, 2023.

City Charter, Section 3.2, Election District, (B) provides:

“Every five years the Board of Commissioners shall, by Ordinance either change the existing boundaries of said districts as it may deem equitable or to reaffirm the old district boundaries so that each district contain as nearly as possible the same number of electors; and similar Ordinances either changing or affirming the said district boundary lines for this purpose shall be passed every five years thereafter. If, prior to the passage of any Ordinance or Ordinances and applicable to district boundary lines and made mandatory by this section, if determined by the Board of Commissioners that there is an imbalance of electors exceeding fifteen (15) percent of the said district, or such imbalance that in their judgment and opinion, a new Ordinance changing the boundaries of said districts should be passed in order to equalize as nearly as possible the number of electors in each district, by Ordinance, change the boundaries of said district for such purposes. No change in districts shall be made within six (6) months preceding an election in the City.”

The Chart below shows the number of electors for each district in 2007, 2008, 2014, 2018, 2023, and in 2023 with the proposed change in district boundaries. The City Clerk's office obtained the number of current electors for 2023 as of the last election from the Pinellas County Supervisors of Elections. The Community Development Department recently prepared the updated district maps.

Fiscal Impact

The cost of advertising ordinances for public hearings are budgeted in each Fiscal Year Budget.

Recommendation

The recommendation is for the Board of Commissioners to adopt, after second reading and public hearing, Ordinance 2023-25, Adjusting the Election District Boundaries.

Attachments

- **Ordinance 2023-25**
- **City Charter, Section 3.2, Election District**
- **Proposed Election District 1**
- **Proposed Election District 2**
- **Proposed Election District 3**
- **Proposed Election District 4**
- **Proposed Election District Map 1, 2, 3 & 4**
- **Current Election District Map 1, 2, 3, 4**

CITY OF MADEIRA BEACH VOTERS PER DISTRICT						
DISTRICT	3,246 VOTERS Ord. 1114 (8/14/2007)	3,294 VOTERS Ord. 1128 (6/10/2008)	3,602 VOTERS Ord. 2014-11 (10/14/2014)	3,275 VOTERS Ord. 2018-08 (09/04/2018)	3,153 VOTERS As of March 2023	3,153 VOTERS Change in District Boundaries July 26, 2023
1	841	841	903	807	757	787
2	638	798	850	761	766	787
3	926	814	861	792	758	792
4	841	841	988	915	872	790
<p>Current – Before change in District Boundaries:</p> <p>District 4 – District with the highest number of voters (115 more voters than District 1, the lowest number of voters)</p> <ul style="list-style-type: none"> • 15.2% higher than District 1 - (115 more voters) • 13.9% higher than District 2 - (106 more voters) • 15.05% higher than District 3 - (114 more voters) 						

ORDINANCE 2023-25

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

WHEREAS, in accordance with City Charter, Section 3.2 (B), the Board of Commissioners is required by Ordinance every five years to either change the existing boundaries of its Election Districts if there is an imbalance of electors exceeding fifteen (15) percent in any of the four districts, or to affirm that the existing boundaries contain a balance of electors in any district; and

WHEREAS, the City Clerk confirmed that there is an imbalance of electors within the City's election districts; and

WHEREAS, the Community Development Department has updated the election districts in order that each district contains as nearly as possible the same number of electors.

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

Section 1. The boundaries of the election districts within the City have been adjusted to contain as nearly as possible an equal number of electors in each election district to comply with the City Charter.

Section 2. That Exhibit A, attached hereto, consists of the revised map for each of the four election district boundaries.

Section 3. That Exhibit B, attached hereto, consists of a list of the current number of electors per district and the respective percentages.

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

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

Section 6. That this Ordinance shall be in full force and effect upon adoption in the manner provided by law until supplemented, amended, repealed or otherwise altered.

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

James "Jim" Rostek, Mayor

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pinellas, Hillsborough, Pasco,
Hernando Citrus

} ss

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

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida and that the said newspaper has heretofore been continuously published in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pinellas, Hillsborough, Pasco, Hernando Citrus** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

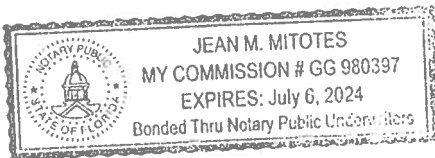
Signature Affiant

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

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____



NOTICE OF PUBLIC HEARINGS
CITY OF MADEIRA BEACH

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

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

ORDINANCE 2023-18

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

ORDINANCE 2023-23

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

ORDINANCE 2023-24

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

ORDINANCE 2023-25

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

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

Clara VanBlargan, MMC, MSM, City Clerk

City Charter, Section 3.2 Election district.

Each district shall be approximately equal in number of electors:

- A. The Board of Commissioners shall divide the territory lying within the municipal boundaries of the City of Madeira Beach, Florida, into four (4) areas to be known as districts. These four (4) districts shall be created by the Board of Commissioners by dividing the territory lying within the municipal boundaries of the City of Madeira Beach, Florida, so that each district shall contain, as nearly as possible, the same number of electors. The district shall be numbered from one (1) through four (4), in order, from South to North, with District No. 1, being that district lying most southerly with the municipal boundaries. Upon completion of the division of the municipal territory into four (4) districts, the Board of Commissioners shall forthwith prepare a map setting forth the four (4) districts, showing their numbers and boundaries, and file same with the City Clerk.
- B. Every five years the Board of Commissioners shall, by Ordinance either change the existing boundaries of said districts as it may deem equitable or to reaffirm the old district boundaries so that each district shall contain as nearly as possible the same number of electors; and similar Ordinances either changing or affirming the said district boundary lines for this purpose shall be passed every five years thereafter. If, prior to the passage of any Ordinance or Ordinances and applicable to district boundary lines and made mandatory by this section, if determined by the Board of Commissioners that there is an imbalance of electors exceeding fifteen (15) percent of the said district, or such imbalance that in their judgment and opinion, a new Ordinance changing the boundaries of said districts should be passed in order to equalize as nearly as possible the number of electors in each district, by Ordinance, change the boundaries of said district for such purposes. No change in districts shall be made within six (6) months preceding an election in the City.

(Ord. No. 282, 2-3-1966; Ord. No. 441, 12-10-1974; Ord. No. 592, 9-16-80; Ord. No. 691, 9-16-1986; Ord. No. 743, 2-20-1990; Ord. No. 816, 5-17-1994; Ord. No. 981, 7-8-2003; Ord. No. 998, 12-14-2004/3-8-2005; Ord. No. 1114, § 2, 8-14-2007; Ord. No. 1128, 6-10-2008; Ord. No. 2014-11, § 4, 10-14-2014; Ord. No. 2018-16, § 1, 1-8-2019)

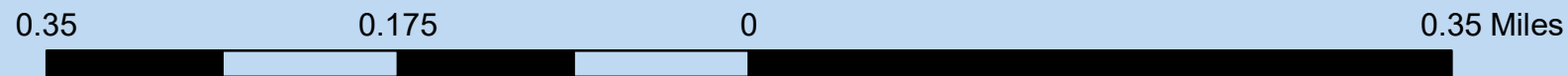
Editor's note(s)—Ord. No. 998, adopted December 14, 2004, renumbered § 3.1 as § 3.2. The historical notation has been preserved for reference purposes.

District 1 (Draft)

Item 9D.

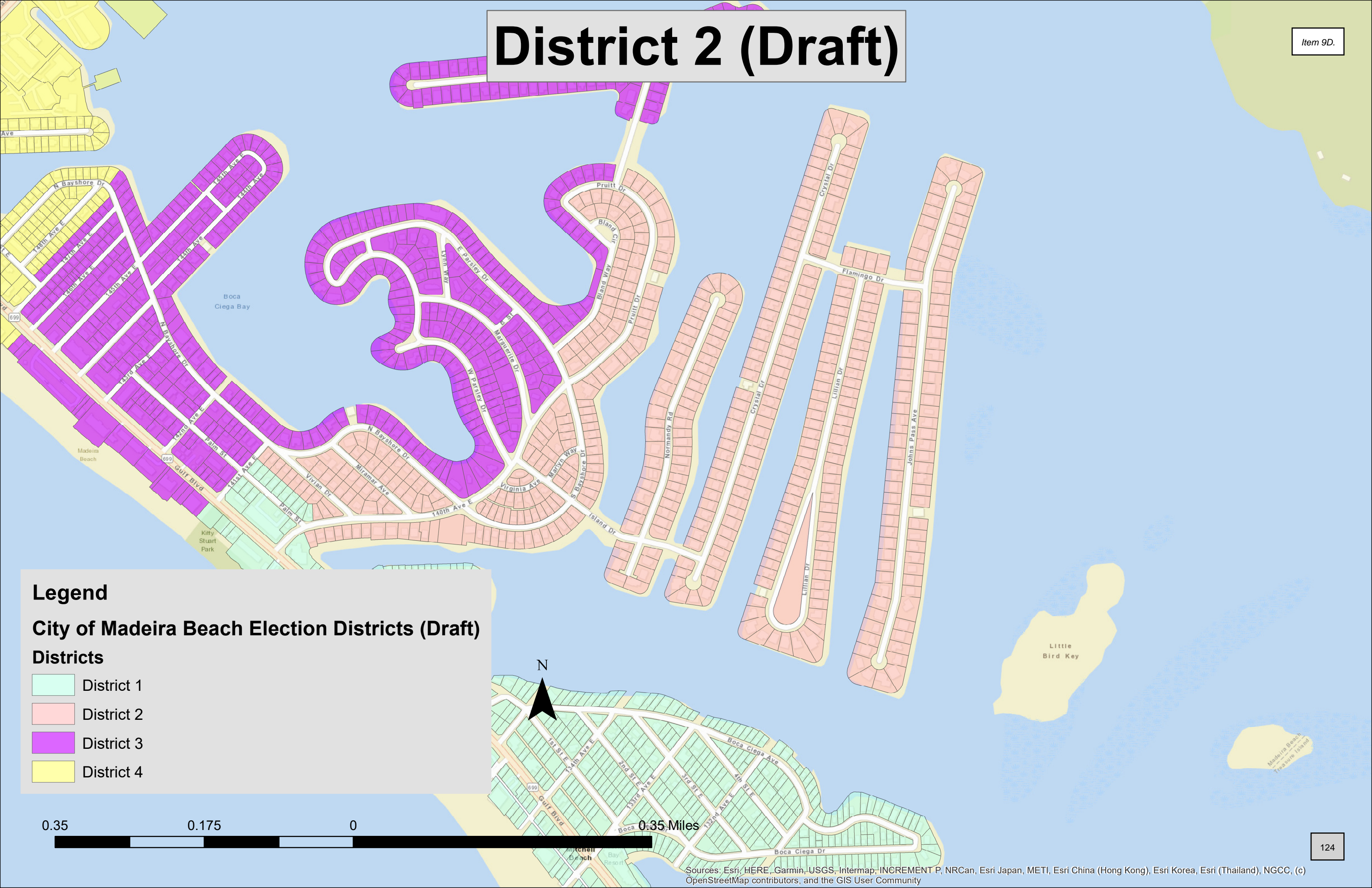
Legend
City of Madeira Beach Election Districts (Draft)
Districts

- District 1
- District 2
- District 3
- District 4



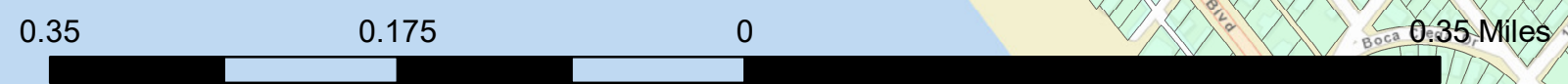
District 2 (Draft)

Item 9D.

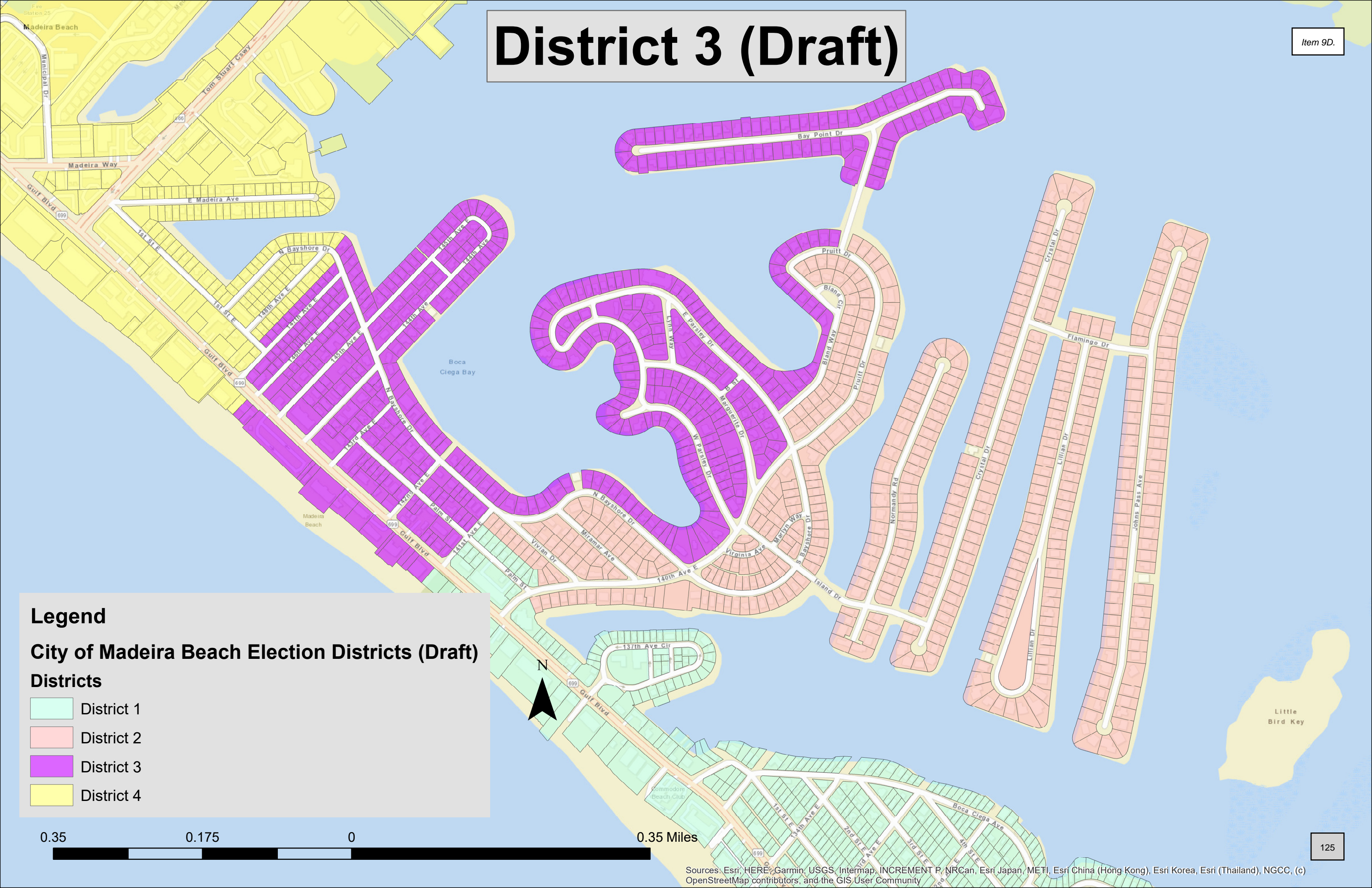


Legend
City of Madeira Beach Election Districts (Draft)
Districts

- District 1
- District 2
- District 3
- District 4



District 3 (Draft)



Legend
City of Madeira Beach Election Districts (Draft)
Districts

- District 1
- District 2
- District 3
- District 4

0.35 0.175 0 0.35 Miles

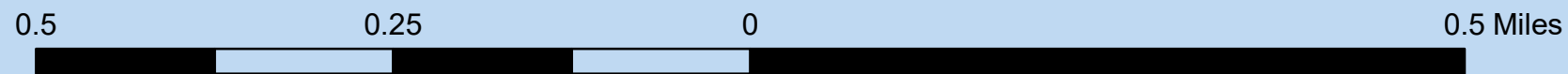
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

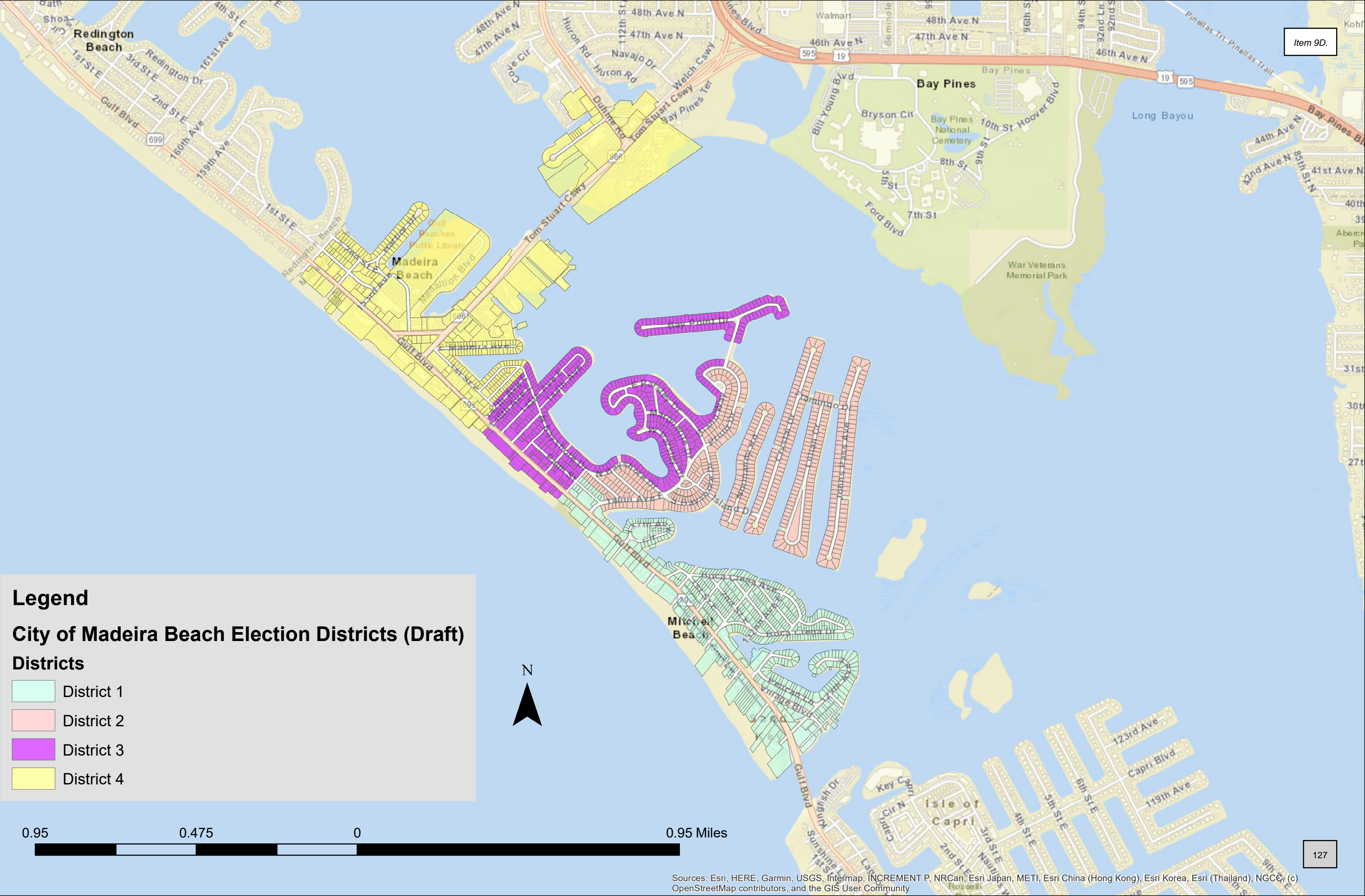
District 4 (Draft)

Item 9D.

Legend
City of Madeira Beach Election Districts (Draft)
Districts

- District 1
- District 2
- District 3
- District 4





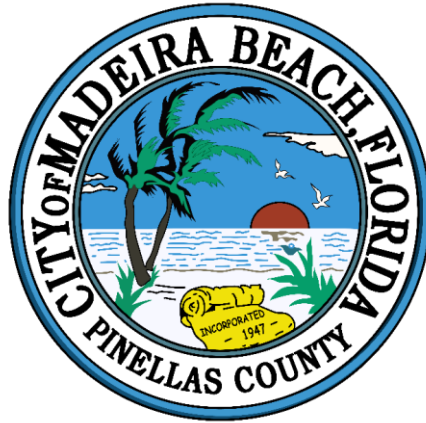
Legend

City of Madeira Beach Election Districts (Draft)

Districts

- District 1
- District 2
- District 3
- District 4





City of Madeira Beach

Request for Qualifications #2023-08

City Attorney – Professional Legal Services

Proposals due by Friday, July 7, 2023

**at 3:00 pm City Hall
300 Municipal Drive
Madeira Beach, FL 33708**

CONTACT:

Robin I. Gomez, City Manager

Phone: (727)580-8014

Email: rgomez@madeirabeachfl.gov

SECTION I - PURPOSE & INTRODUCTION

This Request for Proposals (RFP) is for the City of Madeira Beach to solicit qualifications for the purpose of establishing a list for hiring a qualified and experienced attorney and/or a law firm through competitive negotiations to provide a full complement of municipal professional legal services serving as the City's legal counsel on a contractual basis.

Qualified firms and/or the primary designated attorney must have a minimum of five (5) years of public sector experience in the practice of Florida municipal law or related experience with attorneys other than the primary designated attorney having a minimum of three (3) years of public sector experience in the practice of Florida municipal law or related experience. The attorneys and/or firm must be licensed with the State of Florida and be in good standing with the Florida Bar Association. Additionally, the attorneys and/or firm must be Board Certified in Local Government. All professional legal services are to be provided on a contractual fee-for-service basis, a combination of retainers and hourly rates.

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

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

The proposal must be submitted in person, via traditional mail, or email no later than 3:00 pm, Friday, July 7, 2023, contact below:

City of Madeira Beach
Attn: Robin I. Gomez

Re: City Attorney – Professional Legal Services

300 Municipal Drive
Madeira Beach, FL 33708

or rgomez@madeirabeachfl.gov

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

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

1.CALENDER OF EVENTS – PROPOSAL SCHEDULE

- Request for Qualifications (RFQ) release: Monday, June 19, 2023
- RFQ submittal date: No later than 3:00 pm, Friday, July 7, 2023
- Evaluation review: July 12 - 14, 2023
- Interviews (if necessary): July 17-19, 2023
- Selection/recommendation to Commissioners for review: Wed, July 26, 2023
- Commission to Award Contract: Wed, Aug 9, 2023

2. CONTACT INFORMATION

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

Robin I. Gomez
 300 Municipal Dr.
 Madeira Beach, Florida 33708
 (727) 580-8014
 rgomez@madeirabeachfl.gov

3. CONTACT PROHIBITION

All prospective proposers are hereby instructed NOT to contact any member or employee of the City of Madeira Beach other than the person listed in the above contact information regarding this solicitation document, their submittal package, the City’s Intent to Award, or the City’s intent to reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal/response to this Request for Qualifications.

4. SUBMITTAL PROCEDURES:

Attorneys and/or Firms shall submit One (1) original submittal, five (5) copies and one electronic copy (USB- PDF Format). Responses must be submitted by the date and time indicated. Statements of Qualifications not submitted by that time will be refused. Statements of Qualifications shall be clearly marked:

“City Attorney – Professional Legal Services” and received by:

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

Request for Qualifications will be received until 3:00PM on Friday, July 7, 2023, at City Hall, City of Madeira Beach, Florida 33708. Any qualifications received after will not be accepted.

The complete responsibility for obtaining, completing, and submitting a request to the City of Madeira Beach shall be solely and strictly the responsibility of the proposer. All submittals will be publicly recorded.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the due date. Proposal documents are exempt from public record for a period of thirty (30) days or a Notice of Intent to Award is issued whichever occurs first per Florida Statutes, Chapter 119, as amended.

PUBLIC RECORDS

Proposer 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 Proposer must comply with the public records laws of the State of Florida Proposer shall:

- (1) Keep and maintain public records required by the public agency to perform the service.
- (2) Upon request from the public agency's custodian of public records, the Proposer shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the costs provided in this chapter or as otherwise provided by law.
- (3) The Proposer shall ensure that public records that are exempt or confidential and, therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
- (4) The Proposer shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Proposer or keep and maintain public records required by the public agency to perform the service. If the Proposer transfers all public records to the public agency upon completion of the contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and, therefore, exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- (5) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the custodian of public records for the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Proposer of the request. The Proposer must provide the records to the public agency or allow the records to be inspected, copied, or photographed within a reasonable time and in compliance with the requirements of §119.07, Florida Statutes.
- (6) If Proposer does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- (7) A Proposer who fails to provide public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.
- (8) If a civil action is filed against a Proposer to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

- a. The court determines that the Proposer unlawfully refused to comply with the public records request within a reasonable time, and.
 - b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Proposer has not complied with the request, to the public agency and to the Proposer.
 - c. The notice requirement is satisfied if written notice is sent to the public agency's custodian of public records and to the Proposer at the Proposer's address listed in this contract with the public agency or to the Proposer's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (9) A Proposer who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.
- (10) If the Proposer Has Questions Regarding the Application of Chapter 119, Florida Statutes, To The Contractor's Duty To Provide Public Records Relating To This Contract, Contact The Custodian Of Public Records At:

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

5. 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.

6. 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.

7. 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:

Workers Compensation – coverage to apply for all attorney and/or firm employees a the statutory limits provided by state and federal laws. Policy must include Employers' liability with a limit of

\$100,000 each accident; \$100,000 each employee; and \$500,000 total policy limit. If attorney and/or firm is exempt from workers compensation, the proposal must clearly state this.

Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.

Professional Liability Insurance or malpractice or errors and/or omissions insurance shall be purchased and maintained with a minimum of \$2,000,000 per occurrence for this project with a \$4,000,000 policy term general aggregate.

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

8. 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.

9. ASSURANCES

The responding attorneys and/or firms 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.

10. 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.

11. 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 principals(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.

12. 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.

13. 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.

14. 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.

15. COMPLIANCE WITH ALL APPLICABLE LAWS

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

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

SECTION II – GENERAL SCOPE OF WORK

2.1 CITY CHARTER – CITY ATTORNEY WORK

Madeira Beach City Charter, Section 5.3 lists:

The Board of Commissioners shall appoint a City Attorney, upon such terms and for such compensation as the Board of Commissioners shall adopt. The City Attorney shall act as legal advisor to, and attorney for, the City and all of its officers or employees in matters arising out of the performance of their official duties for the City, but the City Attorney, or the City Attorney’s law firm, shall not personally represent an elected official in any recall litigation or Florida Commission on Ethics proceeding. However, the elected official is entitled to legal representation in any recall litigation or Florida Commission on Ethics proceeding at the expense of the City.

The City Attorney shall bring and defend or assist in litigation and defense, for and in behalf of the City, all complaints, suits, and controversies in which the City is a party and shall perform such other professional duties as may be required of him by official action of the Board of Commissioners.

The City Attorney shall be an attorney at law, admitted to practice before the highest courts of the State of Florida and the Federal District Court for the Middle District of Florida.

The Board of Commissioners may appoint such assistant City Attorney as they deem necessary. The Board of Commissioners may contract with such other attorneys or firm of attorneys to perform such services on behalf of the City on specialized projects as may be deemed necessary or expedient in the discretion of the Board of Commissioners.

The City Attorney is one of four (4) charter officers working directly and serving at the pleasure of the Board of Commissioners (BOC). City Attorney activities are coordinated through the City Manager’s office and acts as the Board of Commissioners parliamentarian advising the Commission on procedural matters. Additional duties include:

- Provide legal counsel in drafting and interpreting ordinances, resolutions, regulations
- Assist the draft and review of the City’s Comprehensive Plan and any amendments
- Render opinions on legal issues affecting/impacting the City
- Keep Commission and City staff apprised of any new laws/judicial opinions
- Represents the City regarding lawsuits and court matters including suits against the City

2.2 ATTENDANCE

The City Attorney attends Commission meetings and may attend others including the Planning Commission, Civil Service Commission, and Special Magistrate as needed.

Regular monthly meeting schedule listed below with nearly all meetings occurring at:

**City Commission Chambers, Madeira Beach City Hall
300 Municipal Dr, Madeira Beach FL 33708**

BOC Regular Meetings	6:00 pm	Second Wednesday
BOC Workshops	6:00 pm	Fourth Wednesday
Planning Commission	6:00 pm	First Monday
Special Magistrate/Code Enf	2:00 pm	Fourth Monday
Special Magistrate/Variance	2:00 pm	Fourth Monday
Exception Use		

The various City boards may change the meeting dates and times including canceling meetings near holidays with the number of cancelled meetings varying by year. The City Attorney shall represent the BOC and each of the City boards (except for Special Magistrate boards), including City Committee Boards as they may be established, to provide appropriate legal advice and/or written opinions as well as provide parliamentary guidance concerning the conduct of each of the meetings.

City Attorney will attend BOC Workshop and Regular meetings as needed, City Committee meetings, and/or other meetings as needed and/or requested by the BOC, the City Manager, or when items under consideration may warrant legal input.

Please list any schedule commitments on the part of the primary or back-up designee attorneys that may conflict with the listed City of Madeira Beach schedule.

2.3 CITY ATTORNEY SERVICES

City Attorney and/or firm will:

- Draft and/or review ordinances, charter amendments, resolutions, contracts, correspondence
- Provide legal consultation, advice, and/or written opinions to City staff on all various city matters
- Provide legal consultation, advice, and/or written opinions on City insurance matters
- Negotiate union contracts & other labor/personnel matters
- Serve as bond/loan counsel or consult for outside counsel
- Review and advise on collections
- Counsel on confiscated property matters
- Other specialized matters as needed
- Prosecute and defend the City on all civil complaints, suits, or controversies in which the City is a party (when counsel not provided by insurance), including Special Magistrate/Code Enforcement and Special Magistrate/Variance-Special Exception Use
- Represent an employee or BOC member who is individually named in a suit as a result of official duties with the City
- Coordinate with insurance legal counsel as needed
- Provide counsel on the sale and/or purchase of real property
- Review, counsel, advice on any laws that may impact City business and/or interests
- Perform other legal duties and research and provide legal advice as requested by the BOC, charter officers, and/or City staff

2.4 FEE PROPOSAL

Identify methodology utilized for charging the City of Madeira Beach monthly. The City is requesting fees to be submitted/proposed for at least one of the following three (3) options:

Option A – Fixed Retainer Plus Hourly Billing

List a fixed retainer fee amount to be charged for general governmental services and items noted herein that are to be covered by the retainer. Please list any items listed above that would not be part of the retainer and prefer to bill hourly. List any other costs that would be itemized and separately billed. Please also list services routinely performed at no cost.

Option B – Hourly Fees for all Work without a Retainer

List dollar amounts of hourly fees and costs to be charged to provide all legal services.

Option C – Proposer’s Choice

List any combination of retainer and hourly fees to provide all legal services

2.5 RESERVED RIGHTS

The City reserves the right to accept or reject any/or all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, if it is deemed in the best interest of the City. The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any Proposer to perform the work or services requested. The Proposer upon request shall provide information the City deems necessary to decide. The City, in its sole discretion, may retain other attorneys and/or legal firms for specialized tasks if it determines such arrangements are in the City’s best interest.

SECTION III – EXPERIENCE & QUALIFICATIONS

3.1 Primary designated attorney will have five (5) years’ experience in the practice of Florida municipal law or related experience. The attorneys other than the primary designated attorney must have a minimum of three (3) years’ experience practicing law and representing municipal governments or other related experience. The attorney and/or firm must be licensed with the State of Florida and be in good standing with the Florida Bar Association. Additionally, the attorneys and/or firm must be Board Certified in Local Government.

3.2 Provide a current resume of the primary attorney who will assume the responsibility under an agreement. Please include relevant academic training and degrees, description of prior experience in law areas described herein, number of years as an attorney and/or with a law firm, areas of responsibility, and other background or experience which may be helpful in evaluating this proposal, such as:

- board certifications experience in advising entities on FL sunshine and public records laws
- legislative and quasi-judicial bodies experience with employment matters
- experience in land use regulations litigation experience and track record
- Any other relevant municipal or other public sector experience

3.3 LITIGATION

Provide a list of judgments or lawsuits against each attorney and/or the firm in the last five (5) years, including the nature of the lawsuit and the resolution thereof. Provide a list of all lobbyists employed by your firm and areas lobbied. Provide a list and explanation of any ethics complaints filed against each attorney and/or the firm or any attorney proposed under this solicitation by the Florida Bar Association or any relevant State regulatory agency within the past five (5) years.

3.4 CONFLICT OF INTEREST

List any clients you currently represent that could cause a conflict of interest with your responsibilities to the City. Describe how you would be willing to resolve these or any future conflicts of interest. List any potential conflicts of interest or ethical considerations related to representation or affiliation with any boards, organizations, committees, clients, or any other entities. Provide a list of other municipalities/cities or other governmental entities currently being represented by the attorney(s) proposed and/or firm.

3.5 LOCATION

Provide the address of the primary office that will be providing legal services to the City. Provide a list and description of ownership, office location, and principal office where the majority of the City's work will be performed and contact information.

3.6 PROPOSED SCREENED

Pursuant to subsections 287.133(2) and (3), Florida State Statutes, all proposers must submit a form (enclosed) certifying they have not been placed on the convicted vendor list following a conviction for a public entity crime.

Attorneys and/or firms shall consider in the submittal of their qualifications that the evaluation shall include, but is not limited to, consideration of the firm's experience in municipal/city law and experience, availability, capabilities, and hourly billing rate of the primary legal advisor to the City. The City will also take into account the experience, availability, capabilities, and hourly billing rates of the backup legal advisor(s) and support personnel to the City in the event the primary legal advisor is unable to represent the City at any given meeting or on any given matter.

All proposals will be screened to ensure that all qualifications and requirements of the RFQ are met. Per City Code, Sections 2-184, requirements of notice, the City reserves the right to reject any or all bids to waive any technical defects and to accept any bid which the bidding authority believes to be in the best interest of the City. The request for qualifications and all qualifications submitted are subject to City ordinances, state statutes, and federal laws.

The City Commission may conduct oral question and answer (Q&A) discussions with Proposers as deemed necessary, regarding their qualifications, experience, references, and approach in providing legal services.

This RFQ does not constitute a commitment by the City Commission or by the City to enter into any agreement or contract, or to pay any costs associated with the preparation of responses, submittals, or other documents or any related work by any respondent. The City reserves the right to interview or call for a presentation from any respondent submitting a response. The selection or designation of a successful respondent shall not be construed as an offer of engagement until and unless a contract is fully negotiated and subsequently approved by the City Commission.

SECTION IV – PROPOSAL SIGNATURE & REQUIRED FORMS

Required Forms included with this RFQ

- **Proposal Acknowledgement**
- **Public Entity Crime Statement**
- **Non-Collusive Affidavit**
- **Statement of Organization**

Other Required Forms

- **IRS Form w – 9** (available at IRS Website)
- State of Florida Registration to the perform the required professional services
- If claiming MBE/WBE status a copy of the certificate from the FL Department of Management Service must be included with your submission

CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04

PROPOSAL ACKNOWLEDGEMENT

Company/Firm Name _____

Address: _____

City: _____

State & ZIP _____

Telephone _____

Email _____

Type of Business (Corporation, Partnership, Other (Specify): _____

Tax ID number (FEIN): _____

Certification

The undersigned hereby confirms as follows:

1. I am a duly authorized agent of the Law Firm submitting the proposal;
2. I have read the Proposal in its entirety and fully understand and accept these terms unless specific variations have been expressly listed below.

Signature of authorized agent

Date

Printed Name

Title of Agent

Proposals without the manual and original signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for selection.

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04**

PUBLIC ENTITY CRIME STATEMENT

PUBLIC ENTITY CRIMES

Pursuant to Subsections 287.133(2) and (3), F.S., "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

I, _____, being an authorized
representative of _____

located at _____ City: _____

State: _____ Zip Code: _____, have read and understand the contents
above.

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2020,
by _____
who is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04**

NON-COLLUSIVE AFFIDAVIT

State of _____ }
County of _____ } SS.

Before me, the undersigned authority personally appeared:
_____ who, being first duly sworn, deposes and says
that:

1. _____ He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the offeror/Proposer that has submitted the attached proposal;
2. _____ He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. _____ Such proposal is genuine and is not a collusive or sham proposal;
4. _____ Neither the offeror/Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other offeror, CITY ATTORNEY/FIRM, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any offeror, CITY ATTORNEY/FIRM, or person to fix the price or prices in the attached proposal or of any other offeror, or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal work.

Signed, sealed and delivered this _____ day of _____, 2020.

By: _____

(Printed Name)

(Title)

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 2020, by
_____ who is personally known to me or has produced his/her driver's
license as identification.

Notary Public - State of Florida
Print Name: _____
Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL.

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04**

STATEMENT OF ORGANIZATION

Page 1 of 3

Proposer must state whether he/she is an individual, partnership, corporation or joint venture. Partnerships shall show the names, titles, and original signature of all partners with authority to bind the company. Corporations must be signed in the name and with the seal of the corporation, followed by the original signature and title of the person authorized to bind the corporation. Each joint venture shall be required to sign for each individual, partnership and corporation that is a party to the joint venture

If the Proposer is an **INDIVIDUAL**:

Individual's Name: _____

D/B/A: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

If the Proposer is a **PARTNERSHIP** and **Limited Liability Company**
(Provide names and signatures of all partners):

Company Name: _____

Partner: _____

Signature: _____

Partner: _____

Signature: _____

Partner: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

(Attach additional sheets if necessary)

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04

STATEMENT OF ORGANIZATION

If the Proposer is a **CORPORATION**:

Corporation Name: _____

State of Incorporation: _____ CORPORATE SEAL _____

Name/Title of person authorized to bind: _____

Signature: _____

Name/Title of person authorized to bind: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

If Proposer is a **JOINT VENTURE**:

Name/Title: _____

Business Address: _____

Phone: _____ Fax: _____

Name/Title: _____

Business Address: _____

Phone: _____ Fax: _____

Name/Title of person authorized to bind: _____

Signature: _____

Name/Title of person authorized to bind: _____

Signature: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04**

STATEMENT OF ORGANIZATION

Page 3 of 3

If the Proposer is **ANY OTHER BUSINESS ENTITY:**

Please list all pertinent organizational information similar to the above requested information, including.

Type of Entity: _____

Entity Name: _____

Registration/Originating State: _____

Entity Address: _____

Name/Title of person authorized to bind: _____

Signature: _____

Name/Title of person authorized to bind: _____

Signature: _____

Response to the City of Madeira Beach Request for Qualifications

Request for Qualifications #2023-08

City Attorney – Professional Legal Services

July 7, 2023

Sarah L. Johnston , Partner

Weiss Serota Helfman Cole + Bierman, P.L.

800 De Leon St.,

Tampa, FL 33606

(786) 380-2554

sjohnston@wsh-law.com

Sarah L. Johnston
sjohnston@wsh-law.com

July 7, 2023

Robin I. Gomez, City Manager
300 Municipal Drive
Madeira Beach, FL 33708

Re: Request for Qualifications #2023-08, City Attorney - Professional Legal Services

Dear Mr. Gomez:

Weiss Serota Helfman Cole + Bierman, P.L. (the "Firm") is pleased to submit its proposal to provide City Attorney Services to the City of Madeira Beach. We are ready to commit an experienced, hands-on team to provide strategic advice, around-the-clock responsiveness, and cost-effective execution in all matters for the City of Madeira Beach.

Our Firm is the product of innovative thinking. In 1991, our founders saw a need in the Florida legal market for a high-end, boutique firm dedicated to a small number of integrated practice areas. More than 30 years later, we continue to outpace sophisticated market players with focused practice groups, teamwork, and a zealous commitment to our clients. The firm has five offices throughout Florida in Tampa, Miami, Fort Lauderdale, Boca Raton, and Gainesville.

We are ideally placed to represent the City of Madeira Beach because of our:

Full service government practice and industry know-how. There are few firms in Florida that can match our experience representing government and public entities, Mayors, City Commissioners, City Managers, and other city officials. Many local governments throughout the state seek the benefit of our knowledge and experience. The Firm currently serves as City or County Attorney to 20 municipalities across Florida and acts as outside or special counsel to more than 80 public entities. We regularly represent government entities in all facets of local government law, including code enforcement, labor and employment, real estate, ethics, environmental matters, land use, and zoning, procurement, community redevelopment agencies, litigation, and appeals, public utilities, administrative matters and

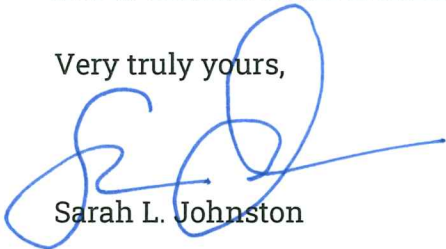
proceedings, drafting resolutions and ordinances, public records and Sunshine Law matters, and eminent domain issues, among others.

Unrivaled expertise in municipal law. We understand that the City is a multi-million dollar entity with employees, complex regulatory systems, and demanding stakeholders, namely, the residents and businesses within the community. Our municipal lawyers, many of whom have served as in-house city or county attorneys, provide sound, top-level legal advice that is essential for the day-to-day function of municipalities. We stay abreast of the latest legislative and judicial developments in municipal law affecting our clients and provide value-added services such as training and continuing education to elected officials, City Managers, Staff, and Board members on the Sunshine Law, ethics, and public records. Each lawyer in our Firm understands the legal framework within which elected and appointed officials must operate and because we ourselves act as general counsel for many of these public entities, we believe we can offer a professional support system and be an active resource to you and your staff.

Dynamic and talented team. We believe in efficient staffing, with each lawyer being given principal responsibility for specific areas maximizing the use of their individual expertise and thus ensuring cost effectiveness. Due to the depth and breadth of our team, we have the ability to call upon other members of the Firm as additional resources as needed.

We appreciate the City's interest in considering the Firm. Should the City have any questions about the Firm that are not specifically addressed in this response, please feel free to contact Sarah L. Johnston by email or by phone at (786) 380-2554.

Very truly yours,



Sarah L. Johnston

Weiss Serota Helfman Cole + Bierman, P.L.
800 W. De Leon St.,
Tampa FL, 33606
(786) 380-2554
sjohnston@wsh-law.com

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Firm Experience:

We regularly advise local governments, elected officials, law enforcement personnel, and individual departments of local governments. The firm's "in the trenches" experience representing dozens of public sector clients, whether administratively or in litigation, along with our personal relationships with key decision-makers, gives us a unique insight that we can leverage to benefit all of our clients. We are ready to assist you in any conceivable governmental situation.

Sunshine Law and Public Records

Our Firm represents more public entities than any other Firm in the State of Florida. Many of our attorneys have previously served as elected officials and government counsel and are well-versed in all requirements of the Sunshine Law, public records, open meetings, and access. We advise our clients on a daily basis on remaining fully compliant with all open meetings and public records laws as well as how they interact with other requirements with ADA, Ethics Law, and Federal record keeping requirements. In fact, our Firm's attorneys have litigated significant Sunshine Law and public records cases in Florida Courts, including at the Supreme Court of Florida. We regularly draft policies and procedures for our clients and have been instrumental in advising clients in emergency situations such as the COVID-19 crisis so that they remain compliant with open meetings even in the most difficult circumstances.

Ethics

Government officials look to the firm for our expertise in all areas of ethics, including drafting and implementing a code of ethics, interpretations, and providing advice when facing an ethics investigation. Our firm frequently counsels elected officials at both the local and state levels. Our lawyers, led by Robert Meyers (the past executive director of the Miami-Dade Commission on Ethics and Public Trust), counsel clients for matters before this commission, as well as by the State of Florida Ethics Commission, and offer day-to-day guidance that allows government officials to make informed decisions while complying with applicable ethical standards.

We also assist local governmental entities in conducting investigations and issuing reports involving official misconduct. For example, the City of Miami Beach recently retained the firm to investigate 15 government contractors, some of whom were implicated in a major scandal with the City's Procurement Director, issuing a comprehensive report pertaining to the investigation.

With substantial experience counseling both investigative agencies and subjects of investigations, our team is uniquely positioned to successfully handle the most sensitive matters.

We also represent lawyers in investigative and disciplinary proceedings by The Florida Bar, as well as professionals across multiple industries before the State of Florida Department of Professional Regulation.

Litigation

We live in a litigious world, and there is no shortage of lawsuits being filed against municipalities and governmental agencies. There are few firms in Florida that match our experience defending governments, elected officials, law enforcement personnel, and individual departments, branches, and divisions of local governments in both state and federal courts at the trial and appellate levels.

Our result-focused approach puts our clients' interests front and center at every stage of litigation. We are not afraid to take a case to trial—especially considering our track record for successful verdicts—and we are always prepared to do so. But we are constantly aware of our clients' priorities and obtain favorable settlements when necessary.

We specialize in cases involving disputes related to all aspects of local governance, including government contracts, civil rights, land use, zoning, takings, tort liability, sovereign immunity, and qualified immunity. For example, in one case, we fought on behalf of a local government to have a \$65 million waste disposal contract invalidated for failure to follow the awarding authority's bidding process. Our efforts resulted in the client saving \$8 million on the new contract when the proper bidding process was followed.

Our litigators also regularly defended local government clients and employees, including law enforcement, accused of violating constitutional and statutory rights arising under federal, state, and local laws. For example, we were lead counsel in a seminal, high-profile case involving unique issues relating to the intersection between land use and the Americans with Disabilities Act and the Fair Housing Amendments Act. Because of our success in that case, our lawyers have been hired to consult for dozens of local governments in Florida regarding these issues. In another high-profile case, we were lead government counsel for dozens of local governments in a \$200 million federal class action seeking recovery of red light camera fines. Our efforts there resulted in the dismissal with prejudice of the lawsuit.

Examples of lawsuits our team has been involved in include:

- WSHC+B successfully represented the City of Miami Gardens in a lawsuit brought by plaintiffs opposing the Formula One Miami Grand Prix event. In April 2022, Judge Alan Fine said he wouldn't hold an injunction hearing before the Miami Grand Prix begins May 6, denying a request by plaintiffs who argued noise from the event could cause hearing damage. The judge determined that the evidence presented in opposition to the event was "highly speculative." The WSHC+B attorneys helped prevent the economic loss of an estimated \$300 million dollars, which could have been the result of canceling the F1 Miami Grand Prix race so close to the event date.

- WSHC+B successfully defended the Village of Key Biscayne before the Third District Court of Appeal, resulting in the advancement of a \$100 million General Obligation Bond Referendum that will facilitate important infrastructure projects for the Village to protect against the effects of sea-level rise and hurricanes. The GOB funds were originally approved by voters in the November 2020 election. Prior to the election, a Key Biscayne resident filed a Miami-Dade Circuit Court lawsuit seeking to quash the referendum measure. The Village prevailed in that initial dispute, with the Circuit Court subsequently denying the plaintiff's motion for rehearing in September 2021. The Third DCA panel affirmed the lower court's decision in a July 2022 opinion.
- WSHC+B secured in September 2022 a \$1.5 million ruling against FEMA in favor of the Village of Pinecrest. The attorneys successfully navigated a new federal arbitration process to obtain reimbursements for damages caused by Hurricane Irma in 2017. A U.S. Civilian Board of Contract Appeals panel ruled that FEMA had wrongfully denied virtually all public assistance funding requests made by the Village. The Village's claims revolved around various categories of debris clearance and removal activities performed between October and December 2017. The Village's well-documented claims were disregarded by FEMA at every turn. The ruling represents about 98% of the Village's original reimbursement request. It also served as inspiration for the law firm's new Disaster Recovery practice group, which holistically applies WSHC+B's unique experience and knowledge in counseling clients at all stages of the disaster recovery process and which covers everything from pre-disaster contract preparation to challenging FEMA's reimbursement denials at the final arbitration stage.
- WSHC+B successfully defended the Village of Pinecrest against a motion for emergency injunction seeking to prevent the Village Council from considering and voting on certain land use and zoning legislation. The case is *Laura McNaughton et. al. vs. Village of Pinecrest*. Firm attorneys argued that such an injunction would violate the separation of powers between the judiciary and the legislative branch of the government. After extensive briefing and a hearing, the court ruled in favor the Village and denied Plaintiffs' motion.

Special Governmental District

We have extensive experience representing community development districts, special taxing districts, fire control districts, neighborhood improvement districts, and other local special purpose government entities. Leveraging our team members who are former state, county, and city attorneys, we counsel you on technical areas of intergovernmental relations, state law issues, tax issues, bond and finance issues, and the laws relating to the imposition and levy of special assessments.

When we serve as your special or general counsel, we take our role as a member of your team seriously, learning the in's and out's of your government entity in order to assist with specific governmental and financing issues that arise. Having tried and argued cases all the way to the Florida Supreme Court on behalf of local governments, our seasoned litigators are also ready to defend special districts and their financing when necessary.

Code Enforcement

When it comes to enforcing city code provisions, nothing is more important than experience. Our code enforcement lawyers have a strong track record, having handled thousands of code enforcement matters for our municipal clients. We understand that depending on the character of your community, your needs will vary – whether you are on an island with a small population of full-time residents, a number of waterways, and lots of tourists, or in an inland city that consists primarily of gated residential development and borders a national park and wetland preserves.

Our lawyers are thought leaders in the industry and can provide guidance on constantly evolving code violation issues. Vacation rentals and sober homes have created gray areas when it comes to state and federal laws, but our team can guide you through the applicable laws and different local codes. We also assist in using code enforcement powers to regulate the residency of sexual offenders and implement other safety measures designed to protect the health, safety, and welfare of your residents.

Labor & Employment

The Firm's labor and employment lawyers are available to provide the full suite of services needed by a public employer in Florida. We have a great deal of experience handling a wide array of employment law issues under Federal and Florida law and regularly address issues for our clients concerning compensation and benefits, hiring and firing, and employee medical leave and related issues. We have a great deal of experience representing governmental clients before various state and local agencies, including the U.S. Equal Employment Opportunity Commission, The Florida Commission on Human Relations, and the Public Employees Relations Commission. Our team has extensive experience handling various labor and employment matters with over 30 governmental entities throughout the State, including school boards.

Our services include:

- Accessibility and Accommodations
- Administrative Claims and Hearings
- Agreements and Handbooks
- Collective Bargaining
- Counseling and Risk Management
- Drug Testing
- Employee Training
- Labor Arbitrations and Related Administrative Hearings
- Litigation Restrictive Covenants

- Occupational Safety and Health
- Pension Law
- Unemployment Claims
- Wage and Hour Claims and Audits
- Workers Compensation
- Workplace Investigations

Land Use and Zoning

With the State of Florida stepping back from its involvement in land use and zoning matters, local land use and zoning is more important than ever in determining the destiny of our communities. These trends empower innovation but also remove safety nets. We counsel local governments on choosing their path wisely and implementing their vision.

We can assist you with establishing and amending state-mandated comprehensive plans, small area plans, and land development regulations, as well as reviewing and approving applications for planned unit developments, plats, site plans, and building permits. We counsel local governments when they act as developers, either alone or in partnership with a private developer, and we can counsel you. We pride ourselves on our creativity, knowledge, and persistence in ensuring that our local government clients achieve the results they desire in developing their communities.

Our team is unique in that we have partners who are both certified planners and board-certified municipal attorneys. It is our daily bread and butter to work seamlessly with municipal staff, boards, and elected officials to achieve your goals. We have numerous attorneys with broad and deep experience in and dedication to public land use and zoning matters, both transactional and litigation.

We draft ordinances and resolutions and sit with boards and councils dealing with land development matters, such as Planning and Zoning Boards, Local Planning Agencies, and Zoning Boards of Adjustment. We advise these boards, individually and collectively, in their handling of public hearings, with particular attention to the quasi-judicial nature of many of the proceedings. When it is apparent that a particular regulation or application may result in a denial or a challenge, we work with our litigators and appellate lawyers to lay the groundwork for a successful outcome for the local government.

We also partner with our real estate and private land use and zoning teams to provide comprehensive help to governmental agencies undertaking public development projects, such as police and fire stations, sports arenas and stadiums, commercial parks, industrial parks, marinas, and sewer treatment facilities.

Because of our role as the municipal attorney or special counsel for such a wide variety of communities, we are uniquely adaptable. We see trending issues emerge simultaneously in communities large and small, pro-development and anti-development, sophisticated and struggling, so we develop experience more rapidly and from a bird's eye perspective.

We perceive that there are multiple possible approaches, and understand how to tailor our solutions to the demands of these diverse situations. We frequently write, speak and serve in professional organizations related to land use and zoning, keeping up to date on the most pressing current issues, like adapting to the changes that sea level rise will bring.

Our experience in helping numerous newly formed local governments to implement their vision through the adoption of their first land development codes and comprehensive plans gives us unique insights into these processes.

Governmental Affairs and Procurement

Whether you are pursuing a government contract or a legislative solution to a problem that affects your business, our deep government experience gives us a special perspective and comprehensive understanding of its inner workings, laws, and practices that allow us to provide you with a strategic advantage. We know how to navigate through the maze of bureaucratic rules, regulations, and time delays that often stand in the way of successful private-public interactions. Our relationships with elected officials and their staff are built on trust and an understanding that we pursue our client's interests honestly and ethically.

Our team members are former state, county, and city attorneys, and we advise businesses on public-private partnership transactions, obtaining, maintaining, and performing government contracts, seeking legislative relief from burdensome regulations, compliance with licensing and regulatory requirements, and handling administrative proceedings.

For every issue, we start by devising a strategy. Sometimes we are able to resolve matters with a simple phone call, meeting, or letter. Other times we assemble professional teams of lobbyists, engineers, public relations professionals, and community activists to complete large-scale projects or transactions. Our attorneys have been instrumental in arranging some of Florida's most high-profile and complex deals. For example, our representation of Cubic Transportation Systems resulted in an \$80 million agreement to implement a state-of-the-art fare collection system for Miami-Dade Transit. Six years later, we won and negotiated a \$60 million upgrade and extended the contract to other transit agencies. We continue to work with Cubic to propose and implement new solutions as the state of the art in shared mobility rapidly evolves.

Board Certifications

Our firm's diverse and experienced groups of attorneys are reflected in the many Florida Bar Board Certifications our attorneys hold in multiple areas of law. These certifications include Labor & Employment Law; City, County, and Local Government Law; Education Law; Appellate Law; International Law; Mediation; and Construction Law.

Attendance:

The firm does not foresee any scheduling conflicts that will interfere with either the primary or back up attorneys being able to attend the Commission meetings.

Conflict of Interest:

The Firm represents more than 80 government entities throughout Florida, however because of our deep government experience and large team, we certainly have the capacity to handle the City's legal work.

The Firm is currently or previously has represented the following governmental entities within the last five years:

- Bal Harbour Village
- Broward County Planning Council
- Broward Metropolitan Planning Organization
- Broward Sheriff's Office
- City of Apopka
- City of Aventura
- City of Bartow Municipal Police Officers' Retirement Trust
- City of Boca Raton
- City of Bradenton
- City of Clermont
- City of Clewiston
- City of Coconut Creek
- City of Dania Beach
- City of Deerfield Beach
- City of Delray Beach
- City of Doral
- City of Dunedin
- City of Fernandina Beach
- City of Florida City
- City of Fort Lauderdale
- City of Fort Pierce
- City of Greenacres
- City of Groveland
- City of Haines City
- City of Hallandale Beach
- City of Hollywood
- City of Homestead
- City of Lake Worth Beach
- City of Lakeland
- City of Largo
- City of Lauderdale Lakes
- City of Lauderhill
- City of Lighthouse Point
- City of Marco Island
- City of Margate
- City of Miami
- City of Miami Beach
- City of Miami Gardens
- City of Miramar
- City of Naples
- City of North Miami
- City of North Miami Beach
- City of North Port
- City of Oakland Park Police and Fire Pension Plan Board of Trustees
- City of Oldsmar
- City of Opa Locka
- City of Parkland
- City of Pembroke Pines
- City of Plant City
- City of Pompano Beach
- City of Port Richey
- City of Port St. Lucie
- City of Riviera Beach
- City of Safety Harbor
- City of Sarasota
- City of Sebastian
- City of South Miami
- City of South Pasadena

- City of Stuart
- City of St. Petersburg
- City of Sunny Isles
- City of Sunrise
- City of Sweetwater
- City of Tamarac
- City of Temple Terrace
- City of West Palm Beach
- City of West Park
- City of Weston
- Civilian Investigative Panel
- Collier County School Board
- Cooper City
- County of Osceola
- Dania Beach Community Redevelopment Agency
- Delray Beach Housing Authority
- Desoto County School Board
- Florida League of Cities
- Glades Panel
- Green Cove Springs
- Hardee County
- Hillsboro Inlet District
- Hillsborough County
- Homestead Housing Authority
- Housing Authority of Pompano Beach
- Indian Creek Village
- Indian Trail Improvement District
- Islamorada, Village of Islands
- Kenneth City
- Lake Worth Beach CRA
- Lauderhill Housing Authority
- Lee County School Board
- Manatee County
- Margate CRA
- Martin County
- Miami Dade College
- Miami-Dade County School Board
- Miami-Dade Expressway Authority
- Miami Shores Village
- Miami Springs
- North Bay Village
- North Collier Fire Control and Rescue District
- Opa-Locka CRA
- Palm Beach County
- Palm Beach Transportation Planning Agency
- Plantation Acres Improvement District
- Pompano Beach CRA
- Sarasota County
- Sarasota County School Board
- Sarasota/Manatee Metropolitan Planning Organization
- School Board of Broward County
- Space Coast Transportation Planning Organization
- St. Lucie County Fire District
- Town of Bay Harbor Islands
- Town of Cutler Bay
- Town of Davie
- Town of Golden Beach
- Town of Gulf Stream
- Town of Indian Lantic
- Town of Kenneth City
- Town of Lantana
- Town of Lauderdale-By-The-Sea
- Town of Malabar
- Town of Manalapan
- Town of Medley
- Town of Miami Lakes
- Town of Palm Beach
- Town of Surfside
- Village of Bal Harbour
- Village of Golf
- Village of Indian Creek
- Village of Islands Islamorada
- Village of Key Biscayne
- Village of North Palm Beach
- Village of Palmetto Bay
- Village of Pinecrest
- Village of Royal Palm Beach
- Village of Virginia Garden

Our Team

City Attorney:

**SARAH L.
JOHNSTON**



PARTNER
Tampa
(786) 380-2554
sjohnston@wsh-law.com

Sarah is a Partner practicing in the Firm’s Government and Labor & Employment Divisions. She has extensive experience representing local governments in procurement, land use and zoning, public finance, public utilities, real estate, Public/Private Partnerships (P3), Community Redevelopment Agencies, and legislative matters, among others. Sarah’s unique and varied experience allows her to have an understanding of public sector needs, which is evident in her collaborative approach to working with clients. Sarah currently serves as County Attorney for Hardee County and Village Attorney for Miami Shores Village.

Prior to joining the Firm, Sarah served as City Attorney and Assistant Town Attorney for two coastal cities in Miami-Dade County. Sarah has served as the lead attorney on numerous procurement matters and P3’s, including negotiating a P3 with an internationally branded soccer academy and charter school and a \$400M contract for the maintenance, operations, and capital projects program for the second largest water utility in Miami-Dade County.

She has also provided counsel on Sunshine Law compliance, state and local ethics, election matters, the Water Infrastructure Finance and Innovation Act (WIFIA), grant applications, bond issuance, and labor union negotiations, as well as served as counsel on various charter review committees.

PROFESSIONAL & COMMUNITY INVOLVEMENT

- Florida Municipal Attorneys Association
- The Florida Bar, City, County, and Local Government Law Section

PRACTICE AREAS

- [Code Enforcement](#)
- [Governmental Affairs and Procurement](#)
- [Municipal Counsel](#)
- [Public Sector Land Use and Zoning](#)
- [Special Counsel to Local Government](#)
- [Community Redevelopment Agency \(CRA\)](#)
- [Bonds and Public Finance](#)
- [Capital Improvement, Infrastructure Development & Project Management](#)
- [Elections](#)
- [Ethics](#)
- [Labor and Employment](#)
- [Solid Waste Management](#)
- [Special Governmental Districts](#)
- [Utilities](#)
- [Public/Private Partnership \(P3\) Transactions](#)

ADMISSIONS

- Florida, 2011
- California, 2018

EDUCATION

- St. Thomas University School of Law, J.D., 2010
- University of Phoenix, MBA, 2012
- University of Central Florida, B.A. in Public Administration, 2007

Press Mentions

- [*WSHC+B Names New Partners in Miami and Tampa*](#), Tampa Bay Newswire, January 9, 2023
- [*WSHC+B Names New Partners in Miami and Tampa*](#), Citybiz, January 9, 2023
- [*WSHC+B Names New Partners in Miami and Tampa*](#), South Florida Caribbean News, January 9, 2023
- [*Weiss Serota Helfman Cole + Bierman Appointed to Attorney for Town of Kenneth City*](#), Tampa Bay Newswire, October 10, 2022
- [*Weiss Serota Helfman Cole + Bierman Appointed to Attorney for Town of Kenneth City*](#), Attorney at Law Magazine, October 10, 2022
- [*Weiss Serota Helfman Cole + Bierman Appointed to Attorney for Town of Kenneth City*](#), City Biz, October 10, 2022

Supporting City Attorney(s):**ROBERT
MEYERS**

PARTNER

Ft. Lauderdale
(954) 763-4242rmeyers@wsh-law.com

Robert Meyers practices in the areas of ethics and governance, and serves as ethics counsel to the firm's municipal clients. As more regulations are being adopted, Robert advises municipal elected officials on these new standards and helps them make informed choices. Robert currently serves as the City Attorney for the City of Aventura and as the Deputy Village Attorney for Bal Harbour.

As a former Executive Director of the Miami-Dade Commission on Ethics and Public Trust, Robert oversaw all operations, including enforcement, providing advice, training, and education. While heading the Ethics Commission, he drafted hundreds of ethics opinions and analyzed state, county, and municipal ethics codes. Robert also assisted with drafting model ethics codes and amendments to existing ethics codes in Miami-Dade County and across Florida. Under his watch, the Ethics Commission was recognized as a model local ethics commission and received accolades for its innovative programming and outreach activities, from organizations such as Transparency International, the National Association of Counties, and the National League of Cities.

Robert is a former professor at Florida International University and the University of Tennessee where he taught courses in law, ethics, and government. As a leading authority in the field of governmental ethics, he has been a panelist at local, state, and national conferences sponsored by the National League of Cities, the Florida League of Cities, the American Bar Association, the Florida Municipal Attorneys Association, the National Institute of Government Purchasers and the Council on Governmental Ethics Laws.

PROFESSIONAL & COMMUNITY INVOLVEMENT

- American Bar Association
- Council on Governmental Ethics Laws (COGEL)
- American Society for Public Administration

PRESENTATIONS

- *Representation Issues Regarding Local Government Witnesses in Ethics and Criminal Investigations*, Miami-Dade County Commission on Ethics and Public Trust, November 30, 2021
- *Best Practices: Legal and Ethical Principles in Local Government Procurement*, Weiss Serota Helfman Cole + Bierman, April 2021
- *Broward League of Cities Ethics Training*, Broward League of Cities, November 2020
- *Social Media and Government Communications: Legal and Ethical Considerations*, Weiss Serota Helfman Cole + Bierman, September 2020
- *Campaign Skills Seminar: A Primer for Local Candidates*, Weiss Serota Helfman Cole + Bierman, July 2020

PRACTICE AREAS

- [Governmental Affairs and Procurement](#)
- [Municipal Counsel](#)
- [Elections](#)
- [Ethics](#)

ADMISSIONS

- Florida, 1991

EDUCATION

- University of Miami School of Law, J.D., 1984
 - Florida International University, MPA, 1981
 - University of Florida, B.A., 1979
-

JOSEPH NATIELLO

PARTNER

Ft. Lauderdale

(954) 763-4242

jnatiello@wsh-law.com



Joe Natiello is a former state prosecutor and a former Broward County Deputy Sheriff whose vast knowledge of law enforcement informs his practice in the areas of police operational and legal concerns, forfeiture litigation, liability defense, municipal government litigation, and code enforcement.

As a former Assistant State Attorney in the Felony Trial division of the Office of the State Attorney for the 17th Judicial Circuit, Joe tried more than 35 jury trials to verdict.

Prior to practicing law, Joe served as a Deputy Sheriff in the Broward County Sheriff's Office for more than 24 years. He was a patrolman and a detective in the Homicide, Sex Crimes, and Major Crimes Units, and also worked as a Sergeant supervising child protective, sex crimes, and missing persons investigations. Joe is a graduate of the Federal Bureau of Investigation's National Academy, and retired from the Broward County Sheriff's Office as an Assistant Chief/Executive Lieutenant in 2013.

PROFESSIONAL & COMMUNITY INVOLVEMENT

- Broward County Chiefs of Police Association, Member, 2021
- Florida Association of Police Attorneys, 2016
- Broward County Bar Association, Bench and Bar Committee, 2016
- The Hundred Club of Broward, Board Member, 2015
- F.B.I. National Academy Associates, 2008
- Shepard Broad Law Center, law student moot court and opening/closing argument competitions volunteer judge, 2013
- Lifenet4Families, Board Member, Serving food insecure families throughout Broward County, 2023

AWARDS AND RECOGNITION

- Florida Super Lawyers, Rising Star, 2022

PRESS MENTIONS

- [Internal Affairs investigator removed for bias in Fort Lauderdale protest case](#), SunSentinel, August 20, 2020

PRACTICE AREAS

- [Code Enforcement](#)
- [Police Legal Advisement](#)
- [Asset Forfeitures](#)
- [Civil Rights and Torts](#)
- [Distressed Asset Workout And Litigation](#)


ADMISSIONS

- Florida, 2012
- U.S. District Court for the Southern District of Florida, 2013
- United States Supreme Court, 2016

EDUCATION

- Nova Southeastern University Shepard Broad Law Center, J.D., 2012
- University of Florida, B.A., 1988

For additional practice areas, the following attorneys can assist:

Attorney	Details
 <p>Brett J. Schneider Office: Boca Raton</p>	<p>Legal Experience: Brett Schneider is the Managing Director of the Boca Raton office and Chair of the firm’s Labor and Employment Division. As a Florida Bar Board Certified attorney in Labor and Employment Law, Brett helps public and private sector employers resolve issues in a prompt and efficient manner. Brett currently works with the cities of Safety Harbor, Dunedin, and Largo on labor and employment matters.</p>


Brett represents public sector employers in negotiating collective bargaining agreements, labor impasse proceedings, unfair labor practice proceedings and labor arbitrations. As workplace issues continue to evolve, he advises clients on employee drug testing (particularly with the legalization of medical marijuana in Florida), sexual harassment, and employee medical issues. Brett provides pragmatic advice in line with his clients' business objectives.

Brett handles employment litigation for public and private employers in matters arising under federal, state, and local employment laws such as Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), the Fair Labor Standards Act (FLSA), the Family and Medical Leave Act (FMLA) and the Florida Civil Rights Act (FCRA). Brett defends employers in wage and hour suits brought under the Fair Labor Standards Act (FLSA) and has successfully guided clients through Department of Labor Wage & Hour Audits. He also represents employers before federal, state and local administrative agencies such as the U.S. Equal Employment Opportunity Commission (EEOC), the National Labor Relations Board (NLRB) and the Florida Public Employees Relations Commission (PERC).

Certified by the HR Certification Institute and by the Society for Human Resource Management, Brett advises employers on human resources issues including personnel policies and procedures, discipline and discharge matters, drug and alcohol testing, employee privacy rights and educational and training programs for managers and supervisors. He works closely with employers to ensure that their practices comply with federal, state and local laws.

Education:

- George Washington University Law School, J.D., cum laude, 1999
 - Journal of International Law & Economics

	<ul style="list-style-type: none"> University of Maryland, B.A., Government and Politics, with honors, 1996
 <p>Susan Trevarthen Office: Ft. Lauderdale</p>	<p>Legal Experience: As a Florida Bar Board Certified attorney in City, County, and Local Government Law with a Master’s degree in planning, Susan Trevarthen has an in-depth and specialized knowledge of the challenges faced by local government clients in the complex areas of land use, planning, and zoning. Her work includes negotiating development agreements and approvals, drafting municipal codes and plans, defending challenges to municipal regulations and decisions, handling public hearings, and advocating for municipalities on legislative issues in her field.</p> <p>Susan is also a trusted advisor to elected officials, municipal staff, managers, and attorneys on new and evolving municipal issues such as medical marijuana and loss of control over rights of way as ride-sharing services and e-scooter companies compete for use. She also serves as the lead municipal attorney for two coastal communities in Miami-Dade and Broward Counties.</p> <p>Susan’s practice includes constitutional law issues such as regulatory taking cases and land use and zoning decisions that raise First Amendment issues, including sign codes, adult use, and religious regulations, Bert J. Harris Act claims, comprehensive plan challenges, and petitions for writs of certiorari.</p> <p>Susan was instrumental in helping to develop the field of school concurrency policy and law in Florida and has represented local governments and school boards across the state on school planning, facilities issues, and mandatory school concurrency.</p> <p>Susan is a member of the College of Fellows of the American Institute of Certified Planners and has held leadership positions in The Florida Bar’s Section for Environmental and Land Use Law and Section for City, County, and Local Government Law. She is the chairperson of the Board of Directors of 1000 Friends of Florida. She speaks and publishes frequently on planning, zoning, and land use issues and has been a regular guest lecturer at the University of Miami School</p>

of Law, St. Thomas University School of Law, and Florida Atlantic University School of Urban Planning.

Education:

- University of North Carolina School of Law, J.D., 1991
- University of North Carolina, MRP, 1991
- Duke University, AB Public Policy Studies, *cum laude*, 1986
 - Burns Fellowship in Development Planning

Statement of Assurance

The firm is not presently in violations of any statutes or regulatory rules that would impact the firm's operations.

Location:

WSHC+B has five offices throughout Florida in Miami, Fort Lauderdale, Boca Raton, Tampa, and Gainesville. The majority of the work will be performed in the Tampa office where the primary attorney, Sarah Johnston, resides. We represent clients all over Florida and work from various locations.

Tampa Office:

800 W. De Leon Street,
Tampa, FL 33606
T. (786) 380-2554
Number of Attorneys: 1

Miami Office:

2800 Ponce de Leon Blvd.
Suite 1200
Coral Gables, FL 33134
T. (305) 854-0800
Number of Attorneys: 41

Fort Lauderdale Office:

200 E. Broward Blvd.
Suite 1900
Fort Lauderdale, FL 33301

T. (954) 763-4242
 Number of Attorneys: 25

Boca Raton Office:
 2255 Glades Road
 Suite 200E
 Boca Raton, FL 33431
 T. (561) 835-2111
 Number of Attorneys: 23

Gainesville Office:
 2631 NW 41 Street
 Building B
 Gainesville, FL 32606
 T. (352) 416-0066
 Number of Attorneys: 4

Fee Proposal

We are very enthusiastic about the opportunity to work with the City and as a result, we have set forth the following fee proposal for the role of acting as the City Attorney.

We propose an hourly rate of \$275/hr for all legal services to the City for all members of the proposed team. We are also experienced with working under retainer agreements and would be happy to quote a monthly retainer once we have 4-6 months of working experience with the City.

We will not charge the City for conversations with elected officials and travel to and from the City.

Firm Litigation/Ethics Complaints

From time to time and through no fault of its own, the Firm and/or its attorneys are named as defendants in litigation. Below is a list of litigation that is pending or settled in the past five years.

1. Raul Pedraza vs. Alan Keith Fertal and Weiss Serota Helfman Cole & Bierman, PL
 Miami Dade Circuit Court Case No.: 2020-005478 CA 01

This case concerns the referral of client, Raul Pedraza, to a California lawyer who may have missed some deadlines in California under California law. A

complaint was originally filed in California. The firm and our attorneys were dismissed, without prejudice, from the California case. On Thursday April 2, 2020, we were served with a lawsuit in the 11th Judicial Circuit making essentially the same claim made and dismissed without prejudice in California. Attorney David Keller has been retained to represent attorney Alan Fertel and the firm. We have filed an answer, affirmative defenses and a counter-claim. Plaintiff has sat for deposition four times and has terminated the deposition for health reasons each time, the latest being held May 11, 2021 that was terminated by Plaintiff's counsel three hours in.

2. George Pierson and William Mantesta vs. Weiss Serota Helfman Cole & Bierman, PL and Jamie Cole
Broward Circuit Court Case No.: CACE 16-011927

This case concerned an allegation that the firm was negligent in jointly representing the City of Miramar and several of its former police officers in an action brought by an individual for false arrest. After discovery, the Plaintiff determined that the case was not viable and was settled by our professional liability carrier for a small amount. In connection with the settlement, the Plaintiff agreed that, based on discovery, there did not appear to be any evidence that the firm's representation constituted a conflict of interest of that its representation fell below the applicable standard of care.

3. Dr. James Eric McDonough, individually and in his capacity as an investigative journalist for Photographyisnotacrime.com vs. Eric Stettin, individually and in his capacity as attorney for City of Homestead; Samuel Zeskind, individually and in his capacity as attorney for the City of Homestead; Weiss Serota Helfman Cole & Bierman, a corporation in the State of Florida; and City of Homestead, a Florida municipal corporation collectively
Miami Dade Case No.: 17-17151CA01

This case concerned a public records request to our client, City of Homestead. The firm and all firm attorneys were dismissed with prejudice.

Ethics Complaints

An ethics complaint was filed by the Florida Commission on Ethics against Mr. David Tolces, relating to a procurement issue with respect to a public housing authority. The Firm stands behind Mr. Tolces and his unparalleled track record in

representing the Firm's clients and performing legal services spanning over three decades.

Firm Lobbying

The Firm does not employ lobbyists. Some of the Firm's attorneys provide legal representation to developers, vendors, and others in connection with agreements and land use approvals with government entities in Miami Dade and Broward County. Some of those jurisdictions require that attorneys performing such legal services register as lobbyists. Accordingly, some of the Firm's attorneys occasionally register as lobbyists in certain counties and cities in South Florida, but the Firm does not employ any nonlawyer lobbyists, nor any lobbyists who lobby on behalf of the Firm.

REQUIRED FORMS:

- **Proposal Acknowledgement**
- **Public Entity Crime Statement**
- **Non-Collusive Affidavit**
- **Statement of Organization**
- **IRS Form W-9**
- **Certificates of Insurance**
- **Licenses for Attorneys**

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04**

PROPOSAL ACKNOWLEDGEMENT

Company/Firm Name Weiss Serota Helfman Cole & Bierman, P.L.
Address: 800 De Leon Street
City: Tampa
State & ZIP Florida 33606
Telephone 786-380-2554
Email mburnstein@wsh-law.com

Type of Business (Corporation, Partnership, Other (Specify): Law Firm

Tax ID number (FEIN): 20-8112403

Certification

The undersigned hereby confirms as follows:

- 1. I am a duly authorized agent of the Law Firm submitting the proposal;
- 2. I have read the Proposal in its entirety and fully understand and accept these terms unless specific variations have been expressly listed below.

Mitch J. Burnstein 7-6-23
Signature of authorized agent Date
Mitchell J. Burnstein Firm Managing Director
Printed Name Title of Agent

Proposals without the manual and original signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for selection.

CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04

PUBLIC ENTITY CRIME STATEMENT

PUBLIC ENTITY CRIMES

Pursuant to Subsections 287.133(2) and (3), F.S., "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

I, Mitchell J. Burnstein, being an authorized representative of Weiss Serota Helfman Cole & Bierman, P.L.

located at 800 De Leon Street City: Tampa

State: FL Zip Code: 33606, have read and understand the contents

above.

Signature: [Handwritten Signature] Date: 7-6-23

Telephone #: 786-380-2554 Fax #: _____

Federal ID #: 20-8112403

STATE OF Florida
COUNTY OF Broward

Sworn to and subscribed before me this 6th day of July, 2020, 2023
by Mitchell J. Burnstein

who is personally known to me or has produced his/her driver's license as identification.

[Handwritten Signature]
Notary Public - State of Florida
Print Name: Linda P. Brewley
Commission No: HH159684

Expires 08/02/2025
Linda P Brewley
My Commission HH 159684

NOTARY PUBLIC
STATE OF FLORIDA

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Broward } SS.

Before me, the undersigned authority personally appeared:
Mitchell J. Burnstein who, being first duly sworn, deposes and says that:

- MB He/She is the Representative (Owner, Partner, Officer, Representative or Agent) of Weiss Serota Helfman Cole & Bierman, P.L. the offeror/Proposer that has submitted the attached proposal;
- MB He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- MB Such proposal is genuine and is not a collusive or sham proposal;
- MB Neither the offeror/Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other offeror, CITY ATTORNEY/FIRM, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any offeror, CITY ATTORNEY/FIRM, or person to fix the price or prices in the attached proposal or of any other offeror, or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal work.

Signed, sealed and delivered this 6th day of July, 2020--2023

By: Mitchell J. Burnstein
Mitchell J. Burnstein
(Printed Name)
Firm Managing Director
(Title)

STATE OF Florida
COUNTY OF Broward

Sworn to and subscribed before me this 6th day of July, 2020, by
Mitchell J. Burnstein who is personally known to me or has produced his/her driver's license as identification.

Linda P. Brewley
Notary Public - State of Florida
Print Name: Linda P. Brewley
Commission No: HH 159684



THIS PAGE MUST BE SUBMITTED WITH PROPOSAL.

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04**

STATEMENT OF ORGANIZATION

Page 1 of 3

Proposer must state whether he/she is an individual, partnership, corporation or joint venture. Partnerships shall show the names, titles, and original signature of all partners with authority to bind the company. Corporations must be signed in the name and with the seal of the corporation, followed by the original signature and title of the person authorized to bind the corporation. Each joint venture shall be required to sign for each individual, partnership and corporation that is a party to the joint venture

If the Proposer is an **INDIVIDUAL**:

Individual's Name: _____
D/B/A: _____
Signature: _____
Business Address: _____

Phone: _____ Fax: _____

If the Proposer is a **PARTNERSHIP** and **Limited Liability Company**
(Provide names and signatures of all partners):

Company Name: _____
Partner: _____
Signature: _____
Partner: _____
Signature: _____
Partner: _____
Signature: _____
Business Address: _____

Phone: _____ Fax: _____
(Attach additional sheets if necessary)

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04

STATEMENT OF ORGANIZATION

If the Proposer is a **CORPORATION**:

Corporation Name: _____

State of Incorporation: _____ CORPORATE SEAL _____

Name/Title of person authorized to bind: _____

Signature: _____

Name/Title of person authorized to bind: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

If Proposer is a **JOINT VENTURE**:

Name/Title: _____

Business Address: _____

Phone: _____ Fax: _____

Name/Title: _____

Business Address: _____

Phone: _____ Fax: _____

Name/Title of person authorized to bind: _____

Signature: _____

Name/Title of person authorized to bind: _____

Signature: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04

STATEMENT OF ORGANIZATION

Page 3 of 3

If the Proposer is **ANY OTHER BUSINESS ENTITY**:

Please list all pertinent organizational information similar to the above requested information, including.

Type of Entity: Limited Liability Company

Entity Name: Weiss Serota Helfman Cole & Bierman, P.L.

Registration/Originating State: Florida

Entity Address: 2800 Ponce De Leon Boulevard, Suite 1200

Coral Gables, FL 33134

Name/Title of person authorized to bind: Mitchell J. Burnstein, Firm Managing Director

Signature: 

Name/Title of person authorized to bind: _____

Signature: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Weiss Serota Helfman Cole + Bierman, PL

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2800 Ponce de Leon Blvd, Suite 1200

6 City, state, and ZIP code
Coral Gables, FL 33134

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

OR

Employer identification number

2	0	-	8	1	1	2	4	0	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Signature of U.S. person ▶ *Sonya Chavez* Date ▶ *01/12/2023*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)

County of Leon)

In Re: 0089813
Sarah L Johnston
Weiss Serota Helfman Cole & Bierman, P.A
3409 W Horatio St Unit 112
Tampa, FL 33609-3980

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **May 27, 2011**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 30th day of **June, 2023**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-235587





The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)
County of Leon)

In Re: 0098712
Joseph Natiello
Weiss Serota Helfman Cole Bierman, P.L.
200 E Broward Blvd Ste 1900
Fort Lauderdale, FL 33301-1949

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **September 19, 2012**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 30th day of **June, 2023**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-235676





The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)
County of Leon)

In Re: 0878448
Robert Arnold Meyers
Weiss Serota Helfman Cole + Bierman
2255 Glades Rd Ste 200-E
Boca Raton, FL 33431-8571

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **March 25, 1991**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 5th day of **July, 2023**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-236169





The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)
County of Leon)

In Re: 0012443
Brett Jeremy Schneider
Weiss Serota Helfman Cole & Bierman
2255 Glades Rd Ste 200E
Boca Raton, FL 33431-8571

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **May 26, 2005**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 5th day of **July, 2023**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-236100





The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)
County of Leon)

In Re: 0906281
Susan Lanelle Trevarthen
Weiss Serota Helfman Cole & Bierman
200 E Broward Blvd Ste 1900
Fort Lauderdale, FL 33301-1949

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **October 18, 1991**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 6th day of **July, 2023**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-236245





THOMAS J. TRASK, B.C.S.*
JAY DAIGNEAULT, B.C.S.*
ERICA F. AUGELLO, B.C.S.*
RANDY D. MORA, B.C.S.*
ROBERT ESCHENFELDER, B.C.S.*
NANCY S. MEYER, B.C.S.*
JEREMY SIMON
MEGAN R. HAMISEVICZ

** Board Certified by the Florida Bar in
City, County and Local Government Law*

Via Federal Express

June 27, 2023

Robin I. Gomez, City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

**Re: Letter of Transmittal
Response to RFQ #2023-08 for Professional Legal Services (City Attorney)**

Dear Mr. Gomez:

The law firm of Trask Daigneault, L.L.P. (the “Firm”) is pleased to submit its proposal to provide professional legal services (City Attorney) to the City of Madeira Beach, Florida (the “City”), pursuant to the City’s recent Request for Qualifications (“RFQ”). It is my understanding that the City is seeking a competent and experienced candidate to serve as its City Attorney, providing legal advice, analysis and representation to the Mayor and City Commission, City boards and commissions, the City Manager, City staff, and other City personnel, as needed. The Firm and I are well-qualified and well-suited to provide the scope of services outlined in the RFQ, and, if selected, I assure you that the Firm and I will comply with the requirements set forth in the RFQ and the City’s administrative guidelines.

Consistent with our specialized focus on serving local governments, the Firm has extensive experience in municipal law and is recognized throughout the State for its expertise in governmental law and litigation. Indeed, the Firm represents more than sixteen municipalities and boards in Pinellas, Pasco, Manatee and Lee Counties and has six attorneys that are Board Certified by The Florida Bar in City, County, and Local Government Law, reflecting both its extensive competence in municipal law and its deep roots in the area.

If selected, I will be the primary attorney serving the City and my contact information is as follows:

Thomas J. Trask, Esq.
Trask Daigneault, L.L.P.
1001 S. Fort Harrison Avenue, Suite 201
Clearwater, FL 33756
Tel.: 727-733-0494, ext. 103
Fax: 727-733-2991
Email: tom@cityattorneys.legal

While I am the primary applicant, the Firm takes a team-oriented approach to all its municipal representation. The Firm prides itself on the knowledge and experience of each of its eight attorneys to provide the highest level of service in a timely manner. Hiring one attorney from the Firm is essentially hiring a cohesive team of attorneys with its aggregate experience and increased availability.

It should be noted that this Proposal shall remain valid for a period of one hundred twenty (120) days from the date of submission and, as a condition of submitting this Proposal, my Firm and I agree that any decision of the City regarding the award of the contract for City Attorney Services, if any, is final, and we agree not to litigate any issue concerning the selection process. Further, should my Firm and/or I institute or threaten litigation relating to the RFQ and the selection process, we will have forfeited any right to any proposed contract and/or damages claimed regarding the award thereof.

Enclosed please find one original and five (5) copies, as well as USB drive, of my submission for review and consideration. If awarded the contract to serve as City Attorney for the City of Madeira Beach, the Firm and I are committed to diligently and ethically serving the City and fulfilling its legal needs. I have personally reviewed the RFQ, and I am confident that, if selected, my Firm and I will provide the City a comprehensive legal team that it can rely on for years to come.

Thank you in advance for your consideration.

Respectfully,

TRASK DAIGNEAULT, LLP



Thomas J. Trask, B.C.S.

/kt

Enclosures



T R A S K
D A I G N E A U L T
LLP
A T T O R N E Y S

1001 S. Fort Harrison Av
Suite 201
Clearwater, Florida 33756
Tel.: 727.733.0494
Fax: 727.733.2991
www.cityattorneys.legal

Item 10A.

**RESPONSE TO REQUEST FOR QUALIFICATIONS
TO PROVIDE PROFESSIONAL LEGAL SERVICES (CITY ATTORNEY)
FOR THE CITY OF MADEIRA BEACH, FLORIDA**

RFQ #2023-08

June 27, 2023

Presented by:

Thomas J. Trask, Esq., B.C.S.
Trask Daigneault, L.L.P.
1001 S. Fort Harrison Avenue, Suite 201
Clearwater, Florida 33756
Tel.: 727.733.0494, ext. 103
Fax: 727-733-2991
Email: tom@cityattorneys.legal
www.cityattorneys.legal

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PROPOSAL

INTRODUCTION

The law firm of Trask Daigneault, L.L.P. (the “Firm”) is an established local government law firm that has continuously served its clients since 1973.

While some of the Firm’s lawyers maintain private-sector clients (mostly related to real estate, trusts, estates, and some private businesses work), its principal focus is on municipal and local government law, and its team of attorneys and support staff serve more than sixteen municipalities and local government boards throughout the State of Florida. As a specialized local government firm, the Firm provides focused attention to the local governments and associated boards and commissions it represents, while boasting a wealth of talent, knowledge, and experience amongst its attorneys and staff. The Firm is unique in that nearly all attorneys employed focus their practice on public agency and local government law and, as a result, we have honed our practice to be efficient, effective, and value-added without losing any of the high-quality legal expertise upon which the Firm has built its reputation.

The Firm has eight attorneys (consisting of four partners, one senior associate and three associates) as well as a knowledgeable and well-qualified support staff to include four paralegal/legal assistants and one Firm Administrator. The Firm has six attorneys who are currently Board Certified by The Florida Bar in City, County and Local Government Law, and two attorneys who are expecting to achieve the rare distinction of dual certification by 2024, one in the area of appellate practice and another in labor & employment law.

SECTION II – GENERAL SCOPE OF WORK

2.1 CITY CHARTER – CITY ATTORNEY WORK

Serving at the pleasure of the Board of Commissioners, the City Attorney shall accomplish the activities coordinated through the City Manager’s office and act as the Board of Commissioners parliamentarian advising the Commission on procedural matters. Additional duties shall include providing legal counsel in drafting and interpreting ordinances, resolutions and regulations; assisting in the draft and review of the City’s Comprehensive Plan and any amendments; rendering opinions on legal issues affecting or impacting the City; apprising the Commission and City staff of any new laws or judicial opinions; and representing the City regarding lawsuits and court matters, including lawsuits against the City.

2.2 ATTENDANCE

The City Attorney shall attend all Commission meetings and other meetings, including Planning Commission, Civil Service Commission and Special Magistrate Hearings, as needed. The City Attorney shall represent the Board of Commissioners and each of the City boards, including City Committees or Boards as they may be established, to provide appropriate legal advice and/or written

opinions as well as provide parliamentary guidance concerning the conduct of each of the meetings. Further, the City Attorney will attend Board of Commissioners Workshop and Regular meetings as needed, City Committee meetings, and/or other meetings as needed and/or requested by the Board of Commissioners, the City Manager, or when items under consideration may warrant legal input.

There are no schedule commitments on the part of the Firm’s attorneys that conflict with the City’s current schedule.

2.3 CITY ATTORNEY SERVICES

As we serve as Town/City/Agency Attorney for our governmental clients, the Firm’s team of attorneys and support staff handle the gamut of legal issues for its municipal clients. Our lawyers have deep experience in land use, zoning, code enforcement, annexation, eminent domain, constitutional law, code interpretation and writing, administrative policy development, police practices, public procurement, transactional law, franchising and concession agreements, labor and employment law, public records/ethics/sunshine law, chronic nuisances, telecommunications law, intergovernmental agreements, bond negotiations, development agreements, utilities law, collections, local taxation, and governmental insurance defense - all of which make our Firm a complete resource for its local government clients. Simply put, there are few legal needs a Florida local government could encounter that our Firm would not be able to handle. The Firm hereby acknowledges the obligations contained in paragraph 2.3 of the City’s RFQ #2023-08.

2.4 FEE PROPOSAL

Option A – Fixed Retainer Plus Hourly Billing

FEE PROPOSAL

The Firm has diligently served its municipal clients for decades while keeping their costs low in relationship to the degree of attorney expertise and reliance by staff on legal counsel. However, as our clients endeavor to get the benefit of the best legal services the market has to offer at the lowest rate, so too the Firm desires to participate in the market at the effective rate for our specialized services and proven record. To accommodate the City’s needs, if selected, the Firm is willing to negotiate a version of the following proposal in a manner that reasonably meets both parties’ needs. **Accordingly, the Firm makes the following fee proposal:**

<u>Service</u>	<u>Description of Services</u>	<u>Fee</u>
Monthly Retainer or Hourly Rate	All duties of the City Attorney including, but not limited to, attending meetings of the Board of Commissioners, handling all inquiries from the Board of Commissioners and staff, conducting legal research, preparing opinions, reviewing and drafting ordinances, resolutions and contracts for up to 40 hours per month.	Per Month: \$7,500.00

<u>Service</u>	<u>Description of Services</u>	<u>Fee</u>
	Any time spent for legal work in excess of 40 hours per month would be billable at the hourly rate of \$225.00.	
Hourly Services Outside Of Retainer	Litigation (defined as the representation of the City or City employees or boards in any mediation, arbitration, administrative, civil, criminal, judicial or quasi-judicial proceeding, excluding quasi-judicial proceedings conducted by the Board of Commissioners). Litigation services include any pre-suit mediation or arbitration and time expended in an effort to avoid litigation, processing administrative fine or lien settlement requests. real estate services, collective bargaining negotiations, bond and bank loan opinions, and special projects or ordinances, and attendance at boards other than the Commission as requested. A special project or ordinance is a complex and complicated matter requiring extensive time, involvement, research, preparation and review by the Firm. Special projects or ordinances must be approved by the Board of Commissioners.	Per Hour: Attorneys: \$225.00 Paralegals: \$90.00
Travel	For services outside of retainer.	Per Hour: \$225.00
Out of Pocket	Filing fees Postage Courier charges Witness fees Expert fees Court costs Other	To be billed monthly at actual incurred cost.

The Firm hereby acknowledges that, if selected, it will be required to execute an agreement for legal services in a form and content acceptable to the City, which agreement will address the approved billing rates, termination, and other billing requirements applicable to the Firm.

2.5 RESERVED RIGHTS

The Firm hereby acknowledges the reserved rights contained in paragraph 2.5 of the City's RFQ #2023-08 and will, upon request, provide information the City deems necessary.

SECTION III – EXPERIENCE & QUALIFICATIONS

3.1 APPLICANT ATTORNEY AND FIRM PROFILE

I. CANDIDATE FOR CITY ATTORNEY:

Thomas J. Trask, Esquire, B.C.S., Partner

The Firm designates Attorney Thomas “Tom” J. Trask to be the City Attorney for the City of Madeira Beach. The amount of time Tom will devote to the City will be consistent with the needs of the City's staff and the policy direction of the Board of Commissioners. Based on its long experience in such matters, the Firm recognizes that the amount of time required to provide first-class legal services fluctuates based on many considerations.

Tom joined the Firm in 1988 and became a partner in 1993. Tom focuses his practice solely on municipal clients as that is his area of expertise and experience and the area of law that he enjoys the most. Tom is currently the Town Attorney for the Town of Belleair and the City Attorney for the Cities of Oldsmar, Madeira Beach and Belleair Bluffs.

Tom has been the Code Enforcement Board Attorney for the City of Safety Harbor for thirty-two years, and he is the Special Magistrate for the Town of Belleair Shores. He is the Board Attorney for the City of Clearwater's Nuisance Abatement Board, and in the recent past, he has served as a Special Magistrate for the Towns of Belleair and Redington Shores as well as Pinellas County. He has also represented the Cities of Largo and Indian Rocks Beach as special counsel on past projects. Tom has also spoken on numerous occasions on the subject of Sunshine Law, public records law, ethics and gift law for public officials.

Tom has achieved an AV® Preeminent™ Peer Review Rated attorney designation by Martindale-Hubbell® - the highest professional and ethical rating awarded. Tom is the past president and has been a board member for over three decades for Youth and Family Alternatives, Inc. (“YFA”), a charitable organization, headquartered in New Port Richey, benefiting troubled and underprivileged youth. Tom is also a Paul Harris Fellow and past president of the Tarpon Springs Rotary Club.

Tom is a graduate of the Walter F. George School of Law, Macon, Georgia. He is a member in good standing with The Florida Bar and has been since 1988. Tom is also a member of The Georgia Bar, Clearwater Bar, and Florida Municipal Attorneys Association. He is licensed to practice in all areas of the Florida, the Middle District of Florida and the United States Supreme Court. He is Board Certified by The Florida Bar in City, County, and Local Government Law.

II. ADDITIONAL ATTORNEYS' PROFILES

While Tom is the applicant for City Attorney of the City of Madeira Beach, the Firm takes a team-oriented approach to all its local government representation and prides itself on the knowledge and experience of each of its attorneys in order to provide the highest level of service. A brief description of the expertise of each of the Firm's attorneys (aside from Tom's which is provided above) is provided below.

Jay Daigneault, Esquire, B.C.S., *Managing Partner*

Jay joined the Firm as an attorney in 2006, before which time he spent two years with the Firm as a law clerk, concentrating on cases involving municipal litigation. He became a partner in 2011 and Managing Partner in 2019. Jay's practice is dedicated entirely to municipal representation and litigation. He leads or assists in the representation of all the Firm's municipal clients, including attendance at Commission/Council meetings, code enforcement meetings, legal research regarding municipal law issues, preparation of ordinances, resolutions, and municipal agreements and contracts, and counseling municipal officials and staff. He also defends municipalities insured through the Florida Municipal Insurance Trust (administered by the Florida League of Cities) in complex litigation involving civil rights, land use/development, zoning, and personal injury. Jay is also a seasoned appellate attorney, having argued before state and federal appellate courts in cases resulting in favorable written opinions.

Jay is currently the City Attorney for the City of Seminole and the Town Attorney for the Town of North Redington Beach. He serves as the Board Attorney for the Clearwater Community Development Board and the Clearwater Building/Flood Board of Adjustment and Appeals.

Jay is the immediate past President of the Florida Municipal Attorneys Association ("FMAA"), a legal association whose membership consists of over 600 attorneys who specialize in the legal representation of municipalities. FMAA's primary objective is to provide a permanent forum for municipal attorneys to identify and address legal problems of common concern among Florida's municipalities, and to study, summarize, and disseminate legislation, court decisions and administrative rulings affecting municipal operations. Jay has been a member of FMAA since 2006 and has served on its Executive Board since 2012. He regularly lectures on public records, Sunshine Law, and ethics issues at the Institute for Elected Municipal Officials and serves as a panelist in quarterly webinars on dynamic issues of ethics in municipal government. He has also lectured across the state on issues concerning police liability, the Fair Housing Act, and the Bert J. Harris, Jr. Private Rights Property Protection Act.

Jay is a graduate of the Stetson University College of Law, Gulfport, Florida. He is a member in good standing with the Florida Bar and has been since 2006. He is licensed to practice in all Florida state courts, as well as the federal district courts for the Middle and Northern Districts of Florida, the Eleventh Circuit Court of Appeals, and the United States Supreme Court. Jay is Board Certified by The Florida Bar in City, County, and Local Government Law.

Randol D. Mora, Esquire, B.C.S., Partner

Attorney Randol (“Randy”) D. Mora joined the Firm as an associate in 2014 and was elevated to partner in 2019. Randy focuses his practice solely on municipal clients. He is currently the City Attorney for the Cities of Indian Rocks Beach and Belleair Beach and Special Magistrate for the Town of Indian Shores. In addition to serving as City attorney for these communities, Randy has served as special litigation counsel to cities, towns, and special districts along the west coast of Florida through the Florida Municipal Insurance Trust.

Further, in partnership with the Florida League of Cities, Randy regularly lectures on public records, Sunshine Law, and ethics issues at the Institute for Elected Municipal Officials. Randy also serves as a panelist in quarterly webinars on dynamic issues of ethics in municipal government. More recently, Randy has also presented to cities, a county commission, and Florida League of Cities on matters of parliamentary procedure and effective meetings.

Randy graduated from The George Washington University Law School in May 2010. He is a member in good standing with The Florida Bar and has been since 2012. Randy was formally admitted to practice in the State of New York in 2011 and remains a member in good standing. He is licensed to practice in all courts of the State of Florida and the United States District Courts for the Middle District of Florida, the Southern District of New York, and the Eastern District of New York. Attorney Mora is Board Certified by The Florida Bar in City, County and Local Government Law.

Erica F. Augello, Esquire, B.C.S., Partner

Attorney Erica F. Augello joined the Firm in 2014 and was named Partner in 2019. Erica’s practice focuses on municipal representation and litigation. She has a wide array of experience in serving the Firm’s municipal clients to include attendance at Commission/Board meetings (including quasi-judicial boards), legal research and drafting of memoranda on issues of municipal law, drafting and preparation of ordinances and resolutions, preparation and reviewing of municipal contracts and agreements, drafting of orders and opinions of various advisory and quasi-judicial boards, code enforcement prosecutions, and advising municipal staff and department heads. Erica has also spent several years defending municipalities in litigation ranging from personal injury cases and employment law to complex litigation involving civil rights and other constitutional issues, including land use rights and code enforcement appeals. She is Board Certified in City, County, and Local Government Law and is also a Florida Supreme Court certified Circuit Civil Mediator.

Erica currently serves as the City Attorney for the City of Holmes Beach, Assistant City Attorney for the City of Seminole, Conflict Council for the City of Bradenton, and is also Assistant Town Attorney for the Towns of Redington Beach and North Redington Beach. In addition, she handles all code enforcement matters for the City of Indian Rocks Beach and is the Code Enforcement Special Magistrate for the City of St. Pete Beach and the City of Dade City.

Erica is a graduate of the Stetson University College of Law, Gulfport, Florida. She is a member in good standing with The Florida Bar and has been since 2014. She is licensed to practice in all areas of Florida and the Middle District of Florida. Erica is Board Certified by The Florida Bar in City, County, and Local Government Law and by the Florida Supreme Court for Circuit Civil Mediation.

Robert M. Eschenfelder, Esquire, B.C.S., Senior Associate Attorney

Attorney Robert (“Rob”) M. Eschenfelder has practiced as a local government attorney since becoming a member of The Florida Bar in 1994, serving in progressively more responsible and diverse roles. During his career, he has become experienced in the areas of the law impacting Florida’s local governments and has significant exposure to and experience in all aspects of those laws, to include ethics, records, sunshine, employment and labor law, public procurement law, annexation, code enforcement, utilities law, zoning and land use, communications law, constitutional law, governmental liability, and many others. Rob’s knowledge and skill in the area of local government law is recognized by The Florida Bar through its Board of Legal Specialization’s certification of him as Board Certified in City, County and Local Government Law, a distinction he has held since 2016.

Prior to joining the Firm in 2018, Rob served as Assistant City Attorney for the City of St. Petersburg, as Assistant and Chief Assistant County Attorney for Manatee County, and as a Special Magistrate for the City of Bradenton Beach. He has also served in a variety of governmental offices, including the St. Petersburg Planning Commission, the Pinellas Park Board of Adjustment, and the Florida Communications Service Tax Legislative Workgroup. Rob has also served as a volunteer Guardian ad Litem for the 6th Judicial Circuit GAL Program and has extensively lectured at The Florida Bar and other programs on local government law and labor and employment law topics. His experience and skill in labor and employment law has been recognized by his appointment to the Florida Bar Labor & Employment Law Section’s Executive Council, and he has served on and/or chaired the Florida Bar’s Code & Rules of Evidence Committee, the Student Admissions to the Bar Committee, and the Rules of Judicial Administration Committee. While practicing in Manatee County, his professionalism and service to the local Bar was recognized through his election as the President of the Manatee County Bar Association for 2015/2016.

Through the Firm, Rob currently serves as Town Attorney for the Towns of Redington Beach, and Redington Shores, the Village Attorney for the Village of Estero, and he provides General Counsel services to the Sarasota/Manatee MPO and the Clearwater Civil Service Commission. He has provided legal advice and rendered countless formal opinions to city and county officials associated with the performance of their respective duties over the years. He also has substantial experience in the preparation and review of contracts, leases, easements, interlocal agreements, bid and RFP documents, resolutions, ordinances, and other legal documents in which his local government clients were concerned. As a senior-level local government attorney, he has extensive experience leading and participating in meetings of governing boards, administrative department management, and with constitutional offices, legislative officers, and private-sector stakeholders including community and business representatives. With substantial labor & employment and procurement law experience, Rob has reviewed, revised, and negotiated collective bargaining agreements and solicitation/procurement documents. He has advised many different subordinate boards and commissions for his local government clients, and has significant experience in drafting resolutions and ordinances, as well as the codification process.

Rob is a graduate of the St. Thomas University School of Law in the Miami area. He is a member in good standing with The Florida Bar and has been since 1994. He is licensed to practice in all Florida state courts. He is also admitted in the United States District Court for the Middle District of Florida, the United States Court of Appeals for the Eleventh Circuit, and the United States Supreme Court. Rob is Board Certified by The Florida Bar in City, County, and Local Government Law.

Nancy S. Meyer, Esquire, Associate Attorney

Attorney Nancy S. Meyer joined the Firm in November 2020. She started her career as an Assistant State Attorney for the Sixth Judicial Circuit before moving to private practice at the firm Abbey, Adams, Byelick and Mueller, LLP. Prior to joining the Firm, she was a Senior Assistant County Attorney in the Pinellas County Attorney's Office, where she served in the litigation department.

Nancy currently serves as the City Attorney for the City of Port Richey and assists in the representation of the City of Madeira Beach by attending its Planning Commission meetings.

Nancy was admitted to the Florida Bar in 1998. She is a member in good standing with The Florida Bar, and she is licensed to practice in all courts of the State of Florida and the United States District Court for the Middle District of Florida. Nancy is Board Certified by The Florida Bar in City, County, and Local Government Law.

Jeremy A. Simon, Esquire, Associate Attorney

Jeremy A. Simon, Esq. joined the Firm as an associate in 2019. Jeremy focuses his practice on representation of the Firm's municipal clients in litigation. He began his legal career serving as an Assistant State Attorney in Sarasota, Florida. From there, he entered private practice as a criminal defense attorney in the Twelfth Judicial Circuit Court before operating a firm in Pinellas County that focused on criminal defense and personal injury litigation.

Jeremy currently assists in the representation of the City of Oldsmar by attending its Board of Adjustment meetings and is the Board Attorney for the Town of Redington Beach's Board of Adjustment.

Jeremy is a graduate of Stetson University College of Law. He is a member in good standing with The Florida Bar and has been since September 2011. He is licensed to practice in all courts of the State of Florida, the United States District Court for the Middle District of Florida, and the United States District Court for the Southern District of Florida.

Megan R. Hamisevicz, Esquire, Associate Attorney

Attorney Megan R. Hamisevicz joined the Firm in 2018 after moving to Florida from Boston, Massachusetts. She initially joined the Firm as a paralegal while she prepared for The Florida Bar Examination, and she was elevated to Associate Attorney upon her admittance to The Florida Bar. Megan came to the Firm with over 10 years of legal experience in the real estate field. After serving as a real estate paralegal in New York, she transitioned to serving as a real estate attorney in Boston, specializing in commercial matters.

Megan handles all real estate matters for the Firm, as well as estate planning, probate and trust administration, and the formation of business organizations and transactions associated with such organizations. She handles the Firm's municipal clients' issues that arise concerning the purchase or sale of real property, addressing and resolving complex title issues, leasing of City-owned property, and various other matters relating to land use transactions. Specializing in real estate closings and title

work, Megan is an authorized title insurance agent for Old Republic National Title Insurance Company. Specifically, in 2021, the Firm conducted over 100 real estate closings – which involved examining title commitments and resolving any title defects.

Megan is a graduate of New England Law | Boston. She is a member in good standing with The Florida Bar and has been since August 2020. She is licensed to practice in all courts of the State of Florida and the Commonwealth of Massachusetts.

3.2 RESUMES

THOMAS J. TRASK, ESQ., B.C.S.

Trask Daigneault, L.L.P.
1001 South Fort Harrison Avenue, Suite 201
Clearwater, FL 33756
Tel.: 727-733-0494, Extension 103
Fax: 727-733-2991
Email: Tom@cityattorneys.legal

EDUCATION

Walter F. George School of Law, Mercer University, Macon, Georgia
Juris Doctor, June, 1987

University of South Florida, Tampa, Florida
Bachelor of Arts, June, 1984

EXPERIENCE

Trask Daigneault, LLP, Clearwater, FL
(Member of the firm since 1988)

Partner

Specializing in local government law and related litigation. Currently Town Attorney for the Town of Belleair and City Attorney for the Cities of Oldsmar, Madeira Beach and Belleair Bluffs. Currently the Special Magistrate for the Town of Belleair Shores. Currently Code Enforcement Board Attorney for the City of Safety Harbor. Currently the Board Attorney for the City of Clearwater’s Nuisance Abatement Board.

PROFESSIONAL AFFILIATIONS

Admitted to practice law in Florida, Georgia, the U.S. District Court for the Middle District of Florida and the United States Supreme Court.

Member of:

- The Florida Bar
 - The City, County and Local Government Section of The Florida Bar
- The Georgia Bar
- The Clearwater Bar Association
- The Florida Municipal Attorney Association

Board Certified Specialist by The Florida Bar in City, County and Local Government Law
AV Preeminent® Rated Attorney

JAY DAIGNEAULT, ESQ., B.C.S.*Board Certified in City, County, and Local Government Law*1001 S. Fort Harrison Ave., Suite 201
Clearwater, FL 33756Jay@cityattorneys.legal
(727) 735-4496**PRACTICE****Trask Daigneault, L.L.P.***Attorney at Law (Managing Partner)*

Represent municipal and governmental clients in state and federal trial and appellate courts in a wide range of civil disputes as well as general representation of municipal boards and legislative bodies. City Attorney for the City of Seminole (2015 to present) and Town Attorney for the Town of North Redington Beach (2012 to present). Former City Attorney for the City of Tarpon Springs and the City of Indian Rocks Beach, and former Town Attorney for the Town of Kenneth City and the Town of Belleair. Practice focuses exclusively on municipal and governmental representation and related litigation, including cases arising under 42 U.S.C. § 1983 concerning police liability, land use and development, zoning, code enforcement, and employment. Representative cases include *Mojito Splash, LLC v. City of Holmes Beach*, 336 So.3d 137 (Fla. 2d DCA 2021); *City of Holmes Beach v. Coral Escapes of Holmes Beach, LLC*, 327 So.3d 361 (Fla. 2d DCA 2021); *Chapman v. Town of Redington Beach*, 282 So.3d 979 (Fla. 2d DCA 2019); *City of Tarpon Springs v. Planes*, 30 So.2d 693 (Fla. 2d DCA 2010); *Bellevue Biltmore v. Town of Belleair and Belleair Code Enforcement Board*, Florida Sixth Judicial Circuit, Appellate Division, Case No. 09-053-AP 88A; *Griswold v. Hillsborough County*, 598 F.3d 1289 (11th Cir. 2010); *Leib v. Hillsborough County Public Transportation Commission*, 558 F.3d 1301 (11th Cir. 2009); *Pace v. Ahler*, 282 Fed. Appx. 769 (11th Cir. 2008); *Schwarz v. City of Treasure Island*, 544 F.3d 1201 (11th Cir. 2008).

Clearwater, FL
2005-present**ADMISSIONS**

- United States Supreme Court
- United States Court of Appeals for the Eleventh Circuit
- United States District Court, Middle District of Florida
- United States District Court, Northern District of Florida
- All state courts of Florida

EDUCATION

Stetson University College of Law
Juris Doctor, May 2006, Cum Laude
Stetson Law Review, Senior Associate

Gulfport, FL

Eckerd College
Bachelor of Arts, History
Clifford F. Griggs Award for Excellence in Pre-Law Studies

St. Petersburg, FL

MEMBERSHIPS

- Florida Municipal Attorneys Association
 - Past President, 2022
 - President, 2021-2022
 - Board of Directors, 2017-present; Treasurer, 2018-2019; President-Elect, 2019-2021
 - Steering Committee, 2012-2017
- Florida Bar Association
 - City, County, & Local Government Law Section
 - Appellate Law Section
- Clearwater Bar Association
 - Government and Administrative Law Chairperson, 2017-2020
- American Bar Association
 - Local Government Law Section / Litigation Section

Randol D. Mora, Esq.

Randy@cityattorneys.legal ♦ 1001 S. Fort Harrison Ave, Clearwater, Florida ♦ Phone: (727) 733-0494

LICENSED JURISDICTIONS

- Florida State Bar - Board Certified in City, County and Local Government Law
- New York State Bar
- U.S. District Court for the Southern and Eastern Districts of New York
- U.S. District Court for the Middle District of Florida
- U.S. Court of Appeal for the Federal Circuit

LANGUAGE SKILLS

- English
- Spanish: Non-native, moderate proficiency

EDUCATION

The George Washington University Law School, Washington, D.C. - Juris Doctor (May 2010)

- Presidential Merit Scholar (full tuition scholarship)
- Moot Court Board, Co-Chair National Security Law Moot Court Competition (2008-2009)
- Hispanic Law Students Association (HLSA), President (2008-2009)

Florida International University, Miami, Florida, *Summa cum laude*

- B.A. in International Relations, Minor in Public Administration, Certificate in Caribbean Studies (2006)

PROFESSIONAL EXPERIENCE

Trask Daigneault LLP

Partner, Clearwater, Florida

January 2019 - Present

Associate, Clearwater, Florida

January 2014 – December 2018

City Attorney, City of Belleair Beach

May 2022- Present

City Attorney, City of Indian Rocks Beach

September 2015 - Present

Special Magistrate, Town of Indian Shores

May 2020 - Present

Town Attorney, Town of Kenneth City

September 2014 – July 2022

- Represent municipal clients at city commission meetings, administrative hearings, and quasi-judicial hearings
- Defend municipal clients in complex litigation by conducting legal research, drafting pleadings and motions, facilitating settlements where appropriate and presenting oral arguments in court
- Manage administrative aspects of firm, and chair all information technology (IT) issues, including digitization of firm’s records, acquisition and implementation of practice management software, and other security needs

Johnson, Pope, Bokor, Ruppel & Burns, LLP

Litigation Associate, Tampa, Florida

July 2012 – December 2013

- Represented clients in complex commercial litigation issues on topics such as intellectual property, construction disputes, *ad valorem* taxes and judgment collection; drafted discovery, pleadings and other legal documents necessary for litigation

Brown Rudnick LLP

Litigation Associate: New York, New York

October 2010 — June 2012

- Managed process of filing and amending complaints, and maintained all records for 300+ independent actions in connection with complex securities litigation emanating from Bernard L. Madoff Ponzi Scheme
- Researched and drafted legal memoranda on complex issues of jurisdiction pertaining to motion to dismiss briefing

COMMUNITY INVOLVEMENT

- Leadership Florida Connect Class X (2019 to Present)
- Morton Plant Foundation, Corporate Associate Task Force (2019 to 2022)
- Clearwater Bar Association, Co-Chair Government and Administrative Law Section (2017 – 2020)
- Clearwater Bar Association, Member (2014 – Present)
- Morton Plant Foundation, Skip Cline Society for Young Professionals (2016 to Present)
- Leadership Pinellas, Member (Class of 2013-2014)
- Clearwater Young Professionals Clearwater Regional Chamber of Commerce, President (2013-2015)
- Clearwater Young Professionals Clearwater Regional Chamber of Commerce, Member (2012 – 2015)

PRESENTATIONS AND SPEAKING ENGAGEMENTS

- Florida League of Cities University
 - (2015 to Present) - Lecturer on Ethics, Public Records, Open Government & Technology
- Florida League of Cities' Institute for Elected Municipal Officials
 - (2022-2023) – Parliamentary Procedures & the Role of City Attorneys
 - (2015 – 2022) - Basics in Public Records, Open Meetings, and Ethics
- Florida Municipal Insurance Trust
 - (May 2023) – Insurance Basics for Municipalities in Florida
 - (March 2022) – Cybersecurity: Impacts, Takeaways, & Remediation Strategies
 - (Feb. 2019) – ADA and Public Meeting Livestreaming
- Florida Municipal Attorneys Association
 - (July 2022) – Pedestrian Safety, Solicitation and Proliferation of Micro-Mobility Devices
 - (July 2019) – Americans with Disabilities Act (ADA) & Website Compliance
- Volusia County Board of County Commissioner
 - (Jan. 2023) – Best Practices in Public Meetings & Parliamentary Procedure
 - (Nov. 2021) - Best Practices in Public Meetings & Parliamentary Procedure
- Clearwater & St. Petersburg Bar Association
 - (Jan. 2021) – Florida Public Records Law, Social Media, & Emerging Technologies

ERICA F. AUGELLO

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PROFESSIONAL LICENSES: Member in Good Standing of the Florida Bar
Board Certified in City, County, and Local Government Law

EDUCATION

Stetson University College of Law, Gulfport, FL
December 2013
Juris Doctor and Certificate of Concentration in Advocacy

Honors: Victor O. Wehle Award for Trial Advocacy; Leadership Development Certificate

Stetson University, DeLand, FL
Master of Business Administration
December 2013

Auburn University, Auburn, AL
Bachelor of Science, Marketing
May 2004
Activities: Alpha Kappa Psi Business Fraternity

EXPERIENCE

Trask Daigneault, LLP, Clearwater, FL
Partner Jan. 2019 - Present
Associate Attorney Feb. 2014 -Dec. 2018

- Practice focused on civil defense litigation and municipal representation.
- Representing and advising municipalities and various local government boards.
- Litigating matters including insurance defense, code enforcement, land use and zoning, civil rights, Title VII & ADA claims, premises liability, employment law, First Amendment claims, and governmental law.
- Conducting comprehensive drafting and review of contracts; regulatory compliance.
- Drafting of legislation at the local and state levels.

Bloomin’ Brands, Inc., Tampa, FL Aug. 2013- Nov. 2013
In-House Counsel Legal Intern

- Assisted General Counsel with legal research and drafting of legal documents in the areas of compliance, licensing, intellectual property, and litigation; extensive work with trademark and copyright infringement issues.

Scarritt Law Group, P.A., Tampa, FL Apr. 2010 – Feb. 2012
Trial Litigation Paralegal, Law Clerk June 2013 – Dec. 2013

- Research and draft legal documents for civil litigation focusing on municipal insurance defense in both state and federal court through all points of litigation.
- Assist with trial preparation; participate in client interviews and meetings; attend hearings, trial, and depositions.

Michael P. Maddux, P.A., Tampa, FL

Law Clerk

Feb. 2012 – Aug. 2012

- Assisted attorneys with legal research, legal drafting.
- Attended and participated in mediations, depositions, and various court appearances for a firm specializing in criminal law, personal injury, and civil rights litigation.

PROFESSIONAL AFFILIATIONS & COMMUNITY INVOLVEMENT

- Member of the Clearwater Bar Association, American Bar Association, Florida Municipal Attorneys Association, and Florida Defense Lawyers Association.
- Member of the Tampa Bay Auburn Club, a 502(c)(3) organization (2018-2022); Vice President (2018-2022); Director at Large (2022- present)
- Florida Supreme Court Certified Civil Circuit Mediator
- Member of Leadership Hillsborough Class of '22-'23

Robert Michael Eschenfelder

EDUCATION:

Florida Bar Number 0008435

St. Thomas University College of Law, Miami, FL (1st & 2nd Yr.) Juris Doctor, May 1994

Stetson University College of law, St. Petersburg, FL (3rd Yr.)

Graduating Class Rank: **Top 20% Dean's List: Spring 1993 Honor Roll: Spring 1994**

Activities: Semi-Finalist-Trial Court Skills Competition (1992)

Co-Founder-Christian Legal Society of St. Thomas Law

School Stetson Law Inns of Court Committee (1993-1994)

Staff Writer-*Opinio Juris* Tutor: Torts & Property Law Volunteer-

Legal Assistance Wednesday (Haitian legal aid group 1992)

University of South Florida, Tampa, FL Bachelor of Science, July 1991

Major: **Finance** Minor: **Political Science** (1st place-Moot Court Competition—1989 & 1990)

St. Petersburg Junior College, Clearwater, FL Associate of Arts, July 1989

Major: **Business Administration** Focus: **Accounting**

FEDERAL BAR MEMBERSHIPS:

United States Supreme Court (October 2010 to current)

United States Eleventh Circuit Court of Appeals (December 1994 to current)

United States Middle District of Florida (January 1995 to current)

PROFESSIONAL CERTIFICATIONS AND ASSOCIATIONS:

Board Certified in City, County & Local Government Law (August 1, 2016 to present)

Florida Bar Labor & Employment Law Section (1997 to present)

BAR INVOLVEMENT AND LEADERSHIP:

Florida Bar City, County & Local Government Law Certification Committee (2022-current)

Florida Bar Special Committee on Parental Leave in Court Actions (**Chair** 2016-2017)

Florida Bar Governmental & Public Policy Advocacy Committee (2016-2019)

Fla. Bar Rules of Judicial Administration Committee (2012-18) (**subcommittee chair** 2013-2016)

Manatee County Bar Association Board of Directors (2012-2017) (**President** 2015/2016)

Florida Bar Labor & Employment Section * Executive Council (2011 - current) * Bar Journal **Articles Editor**

(2012 - current) * Law School Liaison Committee (**Chair** 2004 - 05) * Judicial Education Committee (03-04)

Florida Bar Code & Rules of Evidence Committee (2006 - 2012) (**Chair** 2011 - 2012)

Florida Bar Rules of Judicial Administration Select Committee on E Service Rule (2009/10)

Florida Bar Student Education & Bar Admissions Committee (2003-06) (**Chair** 2006/07)

Florida Board of Bar Examiners (**Exam Proctor** periodically from 2007 through 2012)

GOVERNMENTAL OFFICES AND APPOINTMENTS:

Commissioner: St. Petersburg Planning & Vision Commission (December 2009 to 2012)

Commissioner: St. Petersburg Historic Preservation & Planning Commission (June 2002 to October 2008)
(**Chairman** in 2004-05)

Member: Board of Adjustment of the City of Pinellas Park, Florida (1993-98) (**Chairman** in 98)

AWARDS, PROFESSIONAL RECOGNITION:

Cameo Award: Presented by national board of directors of the Susan G. Komen Breast Cancer Foundation for outstanding long-term volunteer work for the Foundation (2005)

Volunteer of the Year: Presented by the Florida Bar Labor & Employment Section (2019)

PUBLISHED WORKS:

- *Scientia Sit Potential: Is the Education Department's Newest Financial Responsibility Reporting Rule a Source of Powerful Knowledge or a Bureaucratic Mess?*, Vol. 94, No. 1 **Florida Bar Journal** (January 2020)
- *When is a Public Official Entitled to Prevailing Party Attorneys' Fee Reimbursement in Public Records Act Cases? (Parts I & II)*, Volume 91, Nos. 5 & 6 **Florida Bar Journal** 31 & 47 (May & June 2017)
- *Padi-Waggin: The Tail of One Dog's Journey from Death Row to Legislative Inspiration for Dog Bite Due Process*, Volume 91, No. 1 **Florida Bar Journal** 36 (January 2017)
- *Me, Myself, and I: Does Florida's Sunshine Law Apply to Communications of a Lone Member of a Board or Commission?*, Volume 88, No. 9 **Florida Bar Journal** 48 (November 2014)
- *Florida Trial Objections*, Chapter 13 of Evidence in Florida, 8th through 11th Editions. Lexis Publishing 2011, 2012 and 2014
- *Modern Sunshine: Attending Public Meetings in the Digital Age*, Vol. 84, No. 4 **Florida Bar Journal** 28 (April 2010)
- *Florida's Single Subject Requirement: The Crumbling Foundations of a Constitutional Protection*, 5 **Stetson Law Journal** 45 (w/ Tom Marks) (Spring 1994)

LECTURES/SEMINARS:

- Presenter:** *Constitutional Employment Claims*, Annual Labor & Employment Law Certification Exam Review CLE (January 2015, 2016, 2017, Feb. 2020)
- Presenter:** *Public Sector Retaliation Claims*, 45th Annual Pub. Employment Labor Relations Forum (October 17th 2019)
- Presenter:** *Constitutional Employment Claims*, 37th Ann. Fla. Municipal Attys Assn. Conf. (July 12th 2018)
- Program Co-Chair:** *Advanced Labor Topics 2017* (April 27-28, 2017)
- Presenter:** *Meetings of One & Other Current Sunshine Issues*, 38th Annual Local Government Law in Florida Certification Exam Review (May 8th 2015)
- Presenter:** *Regulating Public Employee Speech*, 40th Annual Public Employment Labor Relations Forum (October 24, 2014)
- Presenter:** *Evidence Issues in Employment Trials*, Litigating Employment Law Claims (October 2, 2011)
- Presenter:** *How to Run Effective Meetings*, St. Pete Council of Neighborhood Assns. (Yearly 2003 - 2014)
- Presenter:** *Quasi-Judicial Procedure*, St. Pete Council of Neighborhood Assns. (Yearly 2011 - 2014)
- Presenter:** *Cable Television Franchising: Trends & Travails*, Fl. Assn. of County Attys. (June 29, 2006)
- Presenter:** *Zoning Laws & Non-Profits*, Florida Coalition for the Homeless 7th Annual Conf. (Oct. 8, 2002)
- Presenter:** *Dealing with Quasi-Judicial Bodies*, Ann. Florida Conf. of Neighborhoods (September 6, 2002)
- Seminar:** *Employment Law for Non-Profits*, Community Law Program of Pinellas (December 5-6, 2001)
- Guest Lecturer:** *Public Employment Law Overview*, Stetson Law School (February 2003 & 04)

MEMBERSHIPS, BOARDS & COMMUNITY/VOLUNTEER ACTIVITIES:

- Graduate:** Leadership Manatee (Class of 2012); Leadership St. Pete (Class of 1998)
- Director:** Suncoast Tiger Bay Club, Inc. (1999-2001) (2008-2011) (**President** 2010)
- Associate Member:** Board of Governors, St. Petersburg Area Chamber of Commerce (2006)
- Guardian ad Litem:** 6th Judicial Circuit GAL Program (2004-05)
- Director:** Leadership St. Pete Alumni Assn, Inc. (1998 to 2008) (**President** 2005/06)
- Member:** Leadership St. Pete Planning Committee (2000 to 2004)
- Director:** Susan G. Komen Breast Cancer Foundation Affiliate, Inc. (99-09) (**President** 02-05)
- Director:** Board of Directors Pinellas Cares, Inc. (1999 to 2002) (**Vice-President** 2002)
- Committeeman:** Pinellas County Republican Executive Committee, Pct. 201 (1998 to 2002)
- Delegate:** St. Petersburg Vision 2020 (long-range municipal planning process) (2001)
- Campaign Manager:** Janet Caramello for Pinellas County School Board Campaign (1998)
- Member:** Florida Communications Service Tax Legislative Workgroup (1999 to 2002)

EXPERIENCE:**Senior Associate, Trask Daigneault, LLP**

Clearwater, FL

Serve as senior associate servicing the firm's governmental clients in the areas of constitutional law, contract and procurement law, labor and employment law, administrative law, appellate law, public records/ethics/sunshine law, healthcare law, telecommunications law; litigate in state, federal and administrative tribunals; advise governing bodies, executive team members and advisory boards and commissions. **January 2020 to current**

Associate General Counsel, Florida Gulf Coast University

Estero, FL

Provide in-house counsel in the areas of public procurement law, labor and employment law, administrative law, appellate law, public ethics/records/sunshine law, higher education law, litigate in state, federal and administrative tribunals; advise the university's trustees and administrative team. Substantial regular involvement in negotiating and reviewing complex contracts, bid protest management and RFP process administration. Responsible for development of and training on policies and procedures associated with university operations. **July 2019 to December 2019**

Associate, Trask Daigneault, LLP

Clearwater, FL

Serve the firm's local government clients in the areas of constitutional law, contract and procurement law, labor and employment law, administrative law, appellate law, public records/ethics/sunshine law, healthcare law, telecommunications law; litigate in state, federal and administrative tribunals; advise governing bodies, executive team members and advisory boards and commissions. **November 2017 to July 2019**

Special Magistrate, City of Bradenton Beach

Bradenton Beach, FL

In contracted capacity, preside over quasi-judicial proceedings wherein one or more parties are appealing or disputing land use, zoning or other quasi-judicial decisions made by the municipality. Draft and render final orders appealable to the Circuit Court. **January 2017 to December 2019**

Special Counsel, City of North Port

North Port, FL

In contracted capacity, serve as an outside special counsel to the City Attorney. Draft ordinances, review, revise and advise on contractual documents. Perform other attorney services as assigned by the City Attorney. **August to October 2017**

Chief Assistant County Attorney, Manatee County Attorney's Office**Assistant County Attorney, Manatee County Attorney's Office**

Bradenton, FL

Practice in the areas of public procurement law, labor and employment law, administrative law, appellate law, public records/sunshine law, healthcare law, telecommunications law; litigate in state, federal and administrative tribunals; advise the County Commission, administrative team and boards and commissions. Substantial regular involvement in negotiating and reviewing complex contracts, bid protest management and RFP process administration with additional experience with debarment proceedings. Assist in administering 9 attorney law office. Directly oversee Risk Management Division. Served via interlocal agreement as General Counsel for Sarasota/Manatee MPO. **October 2000 to June 2015, June 2015 to November 2016**

Adjunct Professor, St. Petersburg College

St. Petersburg, FL

Teach course in business law to second year college students. **January 2000 to May 2012**

Hearing Officer, St. Petersburg Community Affairs Department

St. Petersburg, FL (uncompensated appointment)

Conduct quasi-judicial hearings concerning alleged violations of Title VII, Pinellas County and St. Petersburg ordinances concerning employment rights. Enter orders disposing of cases and where appropriate awarding appropriate damages. **April 2001 to 2010**

Assistant City Attorney, City of St. Petersburg, Florida

St. Petersburg, FL

Practice in the areas of Title VII, FMLA, ADA, § 1983, telecommunications/cable law, public records, ethics and sunshine law, constitutional law; litigate claims in state and federal courts; draft ordinances, resolutions and policies; advise City Council, administrators, departments and boards. **Sept. 1994 to Oct. 2000**

Special Master, Pinellas County Value Adjustment Board

Pinellas County, FL (uncompensated)

Selected to hear appeals of property tax assessments made by the Pinellas County Property Appraiser, draft recommended orders for adoption by the VAB. **May 1999 to 2000**

Criminal Appellate Practice

Lakeland, FL

Work as an independent contractor writing appeals to the 2nd DCA for indigent defendants convicted in Florida's Tenth Circuit upon PD disqualification. **March 1994 to January 1995**

Federal Judicial Law Clerk Intern, Alexander Paskay—Chief Bankruptcy Judge, United States Bankruptcy Court for the Middle District of Florida

Tampa, FL

Wrote orders and memorandum of law on various matters of bankruptcy law and related matters, consulted with the judge, attended proceedings. **January to May 1994**

Research Assistant, Thomas Marks—Professor of Law, Stetson University

St. Petersburg, FL

Researched in the area of Florida constitutional law. **January to May 1994**

Research Assistant, Joryn Jenkins—Professor of Law, Stetson University

St. Petersburg, FL

Performed scholarly research in the areas of debtor/creditor rights, bankruptcy, and limitations of actions in Florida law. **August 1993 to May 1994**

Instructor, Academy for the Gifted

St. Petersburg, FL

Taught courses in Modern American History and Business Law. **August 1993 to May 1994**

State Judicial Law Clerk, Randall McDonald—Chief Judge, Tenth Judicial Circuit of Florida

Bartow, FL

Wrote orders and legal memorandum on matters ranging from civil procedure to a heavy concentration in felony post-conviction relief matters. **May-August 1993**

Research Assistant, Omar Saleem—Professor of Law, St. Thomas University

Miami, FL

Performed scholarly research in insurance, environmental, and human rights law. Served as the professor's contact with various governmental agencies. **August 1992 to June 1993**

Law Clerk, Talbot & Associates—Attorneys at law

Miami, FL

Researched and drafted memorandum on various civil law issues, aided in drafting motions, pleadings, discovery and other documents. **November 1991 to May 1992**

NANCY S. MEYER, ESQ.

1001 S. Fort Harrison Ave., Ste. 201, Clearwater, FL 33756
 (727) 733-0494 • Email: Nancy@cityattorneys.legal

LEGAL BACKGROUND

Trask Daigneault, LLP (2020 to present) / Clearwater, Florida

Practice Areas: Representation of municipal clients in general representation and civil litigation matters.

Pinellas County Attorney's Office (2013 to 2020) / Clearwater, Florida

Senior Assistant County Attorney

Practice Areas: Responsible for representation of Pinellas County in civil litigation matters in trial and appellate courts, defense of workers' compensation claims for Pinellas County and the Pinellas County Sheriff's Office

Abbey, Adams, Byelick and Mueller, LLP (2002 to 2011) / St. Petersburg, Florida

Senior Associate Attorney

Practice Areas: Workers' compensation defense for clients of private law firm

Office of the State Attorney, Sixth Judicial Circuit (1998 to 2002) / Clearwater, Florida

Assistant State Attorney

Practice Areas: Prosecution of felony and misdemeanor cases (responsible for all aspects of litigation from investigation through jury trial)

St. Petersburg College (2010 to 2012) / Clearwater/Pinellas Park/St. Petersburg, Florida

Adjunct Professor (Civil Litigation, Business Law, Bankruptcy)

PROFESSIONAL AND CIVIC SERVICE

- Member of the Pinellas County Trial Lawyers Association
- Sixth Judicial Circuit Professionalism Committee, Contact Attorney for Professionalism Implementation Panel
- Nominated by the Sixth Judicial Circuit Judicial Nominating Committee for both county court and circuit court judicial positions
- Member of Florida Bar Grievance Committee for the Sixth Judicial Circuit Group 6B (2017-2019)
- Member of the Clearwater Bar Association (Co-chair of Professionalism Seminar Committee 2014)
- Member of the St. Petersburg Bar Association (Professionalism Award Committee 2010)
- Barney Masterson Inn of Court (2014-2016 Group Presentation Leader)
- Leadership Pinellas (Class of 2016)
- Peace Memorial Presbyterian Church (Previously on the Board of Deacons and GROW Committee)
- Stetson University College of Law (Previous volunteer attorney coach for moot court teams)

EDUCATION

Stetson University, College of Law (Juris Doctorate)

-Moot Court Board, Teaching Fellow, Research Assistant

University of South Florida (B.A. Finance)

-Teaching Fellow

BAR ADMISSIONS

-Florida Bar

-U.S. District Court, Middle District, Florida

-U.S. District Court, Northern District, Florida

-United States Court of Appeals for the Eleventh Circuit

JEREMY A. SIMON, ESQ.

1001 S. Fort Harrison Ave., Ste. 201, Clearwater, FL 33756
(727) 733-0494 • Email: *Jeremy@cityattorneys.legal*

PROFESSIONAL LICENSES

Member in Good Standing of the Florida Bar since 2011

EDUCATION

Stetson University College of Law, 2011
Juris Doctor

Florida State University, 2008
Bachelor of Science, Criminology

EXPERIENCE

Trask Daigneault, L.L.P., Clearwater, Florida
Associate Attorney

October 2019 - Present

Associate Attorney at municipal civil defense firm. Responsible for case evaluation, propounding and responding to discovery requests, preparing for and conducting depositions, preparing dispositive motions and representing municipalities in personal injury, land use, zoning, contract and other civil cases.

Simon & Schinella, Attorneys at Law, Clearwater, Florida
Partner

2015 - 2019

Founding partner of criminal defense, personal injury, injunction, and traffic law firm that serviced primarily Pinellas, Hillsborough, Pasco, Sarasota and Manatee Counties. Responsible for client acquisition, file management, business management, legal analysis, discovery, court appearances, depositions and negotiations from the inception of representation until the conclusion of representation via jury trial, motion hearing, or negotiated resolution. Negotiated contracts, including a high value agreement with a web start up that handled hundreds of traffic tickets throughout the State of Florida. Worked closely with insurance personnel to resolve personal injury matters including one case in which hospital bills were in excess of \$375,000, but coverage was limited to \$50,000.

Fowler Law Group, Bradenton, Florida
Partner

2014 - 2015

Partner in criminal defense firm serving Sarasota and Manatee Counties. Responsible for client acquisition and court appearances, discovery, and depositions throughout the course of representation.

Finebloom, Haenel, and Higgins, Sarasota, Florida
Associate Attorney

2012 - 2014

Associate in high volume criminal defense firm serving Pinellas, Hillsborough, Sarasota, and Manatee Counties. Responsibilities included direction of support staff, handling client matters after hours on an on-call basis, client acquisition and retention, court appearances, including pre-trial conferences, motion hearings, depositions, discovery litigation and jury trials. Handled construction law matters involving construction liens and variances.

Twelfth Judicial Circuit, Sarasota, Florida
Assistant State Attorney

2011 – 2012

Served as a prosecutor in the Sarasota Office of the State Attorney. Responsibilities included meeting with victims of alleged crimes, making decisions on whether to file criminal charges and representing the State of Florida in criminal court proceedings including arraignments, pre-trial conferences, motion hearings, depositions and jury trials.

MEGAN R. HAMISEVICZ, ESQ.

1001 South Fort Harrison Avenue, Suite 201, Clearwater, FL 33756
 Tel: 727.275.1989 • Email: Megan@cityattorneys.legal

EDUCATION**New England Law | Boston***Juris Doctor*

Boston, Massachusetts

May 2015

Honors: Justice Sandra Day O'Connor Full-Tuition Merit Scholarship, 2011–2015
 Dean's List, 2011-2015

Marist College*Paralegal Certificate*

Poughkeepsie, New York

February 2010

Honors: Dean's List, 2009–2010

The University of Tampa*Bachelor of Science in Criminology*

Tampa, Florida

May 2008

Honors: Presidential Scholarship, 2004–2008
 Honors Program, 2004–2008
 Dean's List, 2004–2008

PROFESSIONAL LICENSES

- Member in Good Standing of The Florida Bar since 2020

LEGAL EXPERIENCE**Trask Daigneault LLP***Associate**Real Estate Paralegal*

Clearwater, Florida

March 2022 – Present

July 2018 – March 2022

- Conducts residential and commercial real estate closings and serves as escrow officer, which includes the receipt and disbursement of funds
- Prepares closing documents for residential and commercial real estate transactions, including settlement statements, deeds and affidavits
- Examines and clears requirements on title commitments and resolves title defects prior to closing
- Maintains a working knowledge of all current title laws, procedures and compliance as related to real estate transactions
- Prepares Wills, Trusts, Durable Power of Attorneys, Health Care Proxies, and other estate-planning documentation
- Handles representation of Personal Representatives and Trustees from opening to closing of probate estates and trusts

Ligris & Associates, P.C.*Commercial Real Estate Attorney**Real Estate Paralegal*

Boston, Massachusetts

May 2015 – July 2018

August 2011 – May 2015

- Drafted documents for commercial real estate transactions, including the preparation and negotiation of purchase and sale agreements, loan documents, commercial leases, easements and similar real property agreements
- Represented lenders in complex commercial loans, asset-based loans, business lines of credit, and real estate, construction and SBA loans
- Reviewed title work to determine ownership, encumbrances and any title defects

The Law Offices of Saffioti & Anderson*Real Estate Paralegal*

Newburgh, New York

September 2008 – August 2011

PUBLIC SECTOR EXPERIENCE

The following is a list of the public sector clients the Firm has represented in the past five (5) years, exclusive of representation as special litigation and insurance defense counsel:

- Client Name: Town of Belleair (Trask)
Contract: The Firm served as Special Magistrate for Code Enforcement and Code Enforcement Board for the Town of Belleair from 2000 to 2021. In November 2021, the Firm was appointed as Town Attorney and in that capacity handles both day-to-day representation and litigation.

- Client Name: City of Belleair Bluffs (Trask)
Contract: The Firm has served as City Attorney for the City of Belleair Bluffs since 1989. The Firm handles both day-to-day representation and litigation.

- Client Name: City of Oldsmar (Trask)
Contract: The Firm has served as City Attorney for the City of Oldsmar since 1996. The Firm handles both day-to-day representation and litigation.

- Client Name: City of Madeira Beach (Trask)
Contract: The Firm has served as the Interim City Attorney for the City of Madeira Beach since 2020. The Firm handles both day-to-day representation and litigation.

- Client Name: City of Safety Harbor (Trask)
Contract: The Firm has served as Code Enforcement Board Attorney for the City of Safety Harbor since 1991.

- Client Name: City of Clearwater Nuisance Abatement Board (Trask)
Contract: The Firm has served as Board Attorney for the City of Clearwater Nuisance Abatement Board since 2016.

- Client Name: City of Seminole (Daigneault)
Contract: The Firm has served as City Attorney for the City of Seminole since 2015. The Firm handles both day-to-day representation and litigation.

- Client Name: Town of North Redington Beach (Daigneault)
Contract: The Firm has served as Town Attorney for the Town of North Redington Beach since 2013. The Firm handles both day-to-day representation and litigation.

- Client Name: City of Clearwater Building/Flood Board of Adjustment and Appeals (Daigneault)
Contract: The Firm has served as Board Attorney for the City of Clearwater Building/Flood Board of Adjustment and Appeals since 2013.

- Client Name: City of Clearwater Community Development Board (Daigneault)
Contract: The Firm has served as Board Attorney for the City of Clearwater Community Development Board since 2013.

- Client Name: City of Indian Rocks Beach (Mora)
Contract: The Firm has served as City Attorney for the City of Indian Rocks Beach since 2014. The Firm handles both day-to-day representation and litigation.

- Client Name: Town of Indian Shores (Mora)
Contract: The Firm has served as Special Magistrate for Code Enforcement for the Town of Indian Shores since 2020.

- Client Name: City of Belleair Beach (Mora)
Contract: The Firm has served as City Attorney for the City of Belleair Beach since 2022 and handles both day-to-day representation and litigation.

- Client Name: City of Holmes Beach (Augello)
Contract: The Firm has served as litigation counsel through the City's insurer for over ten years. Effective January 1, 2022, the Firm was appointed as City Attorney and presently handles both day-to-day representation and litigation.

- Client Name: City of Dade City (Augello)
Contract: The Firm has served as Special Magistrate for Code Enforcement for the City of Dade City since 2019.

- Client Name: Town of Redington Beach (Eschenfelder)
Contract: The Firm has served as Town Attorney for the Town of Redington Beach since 2011. The Firm handles both day-to-day representation and litigation.

- Client Name: Town of Redington Shores (Eschenfelder)
Contract: The Firm served as Special Magistrate for Variances from 2010-2021 and as Special Master for Code Enforcement from 2012 to 2021. In 2021, the Firm was appointed as Town Attorney and in that capacity handles both day-to-day representation and litigation.

- Client Name: Sarasota/Manatee MPO (Eschenfelder)
Contract: The Firm has provided General Counsel services to the MPO since 2022.
- Client Name: Village of Estero (Eschenfelder)
Contract: Attorney Eschenfelder of the Firm has served as Special Counsel to the Village of Estero, advising the Village on complex land matters, since 2018. In 2022, the firm was appointed as Village Attorney.
- Client Name: City of Port Richey (Meyer)
Contract: The Firm was recently (February 2023) appointed to serve as City Attorney for the City of Port Richey and handles day-to-day representation and litigation.

JUDGMENTS AWARDED AND LAWSUITS DEFENDED FOR CLIENTS

Owing to the Firm's robust litigation practice, the attorneys of Trask Daigneault have been involved in well over 100 lawsuits in the past ten years, ranging from code enforcement appeals, personal injury lawsuits, constitutional claims, employment law claims, lien foreclosures, forfeitures, contract disputes, and land use litigation. Below is a non-exhaustive list of some of the cases we have successfully litigated for our clients:

Mojito Splash, LLC v. City of Holmes Beach, 326 So.3d 137 (Fla. 2d DCA 2021)

- Secured final summary judgment before the trial court on claims asserted under the Bert J. Harris, Jr. Private Property Rights Protection Act concerning regulation of occupancy in vacation rental property. Successfully defended summary judgment before the Second District Court of Appeals.

City of Holmes Beach v. Coral Escapes of Holmes Beach, LLC, 327 So.3d 361 (Fla. 2d DCA 2021)

- Obtained reversal of circuit court order denying award of attorney's fees to city in Bert J. Harris Act case.

Ficken v. City of Dunedin, 2022 WL 2734429 (11th Cir. July 14, 2022)

- Successfully defended the city from a civil rights lawsuit brought by a plaintiff landowner who repeatedly failed to maintain his property. Obtained affirmance from the federal 11th Circuit Court of Appeals of a summary judgment order entered by the United States District Court for the Middle District of Florida.

Management Properties, LLC v Town of Redington Shores, 352 So.3d 909 (Fla. 2d DCA 2022)

- Obtained judgment on pleadings from the circuit court in case challenging First Amendment validity of the town's short-term rental management ordinance and defended judgment before the Second District Court of Appeals.

3.3 LITIGATION

- **JUDGMENTS AND LAWSUITS**

There are currently no judgments or lawsuits against the Firm or any of its attorneys. On November 14, 2022 a Complaint was filed against the Firm by a former employee regarding the terms of employment but the matter was voluntarily dismissed on April 28, 2023.

- **LOBBYISTS**

The Firm does not currently employ any lobbyists.

- **ETHICS COMPLAINTS**

The Firm does not have any ethics complaints filed against it.

- **FLORIDA BAR COMPLAINTS**

The Firm is currently addressing Complaints filed by William Gay against Thomas J. Trask and Jay Daigneault. The details of these Complaints will be discussed privately with each Commissioner should that be requested.

3.4 CONFLICT OF INTEREST

The Firm is unaware of any actual conflicts of interest relative to the Firm's current or previous activities in representing the City of Madeira Beach or its officers. The Firm does not currently represent any client that could cause a conflict of interest with responsibilities toward the City and, in light of the Firm's focus on representation of municipalities, it is unlikely any conflict would arise in the future. However, a conflict may arise in the event both the City and one or more individual City officials or employees require representation on a specific matter. If the conflict provisions of Rule 4-1.7 of the Rules Regulating The Florida Bar, given the facts that are then known to the Firm, prohibit the Firm from representing both the City and the officer(s) or employee(s) in the matter, the Firm will continue to represent the City and will assist the individual officer(s) or employee(s) to identify separate counsel.

In addition, in the event the City and one or more other municipalities represented by the Firm require legal services from the Firm with respect to the same matter (for instance, if multiple

municipalities are negotiating an interlocal agreement or contracting for the joint acquisition of goods or services), if the Firm does not perceive there to be a disunity of interests, it will first submit to each such client an informed consent waiver before continuing with the representation, as provided for in Rule 4-1.7(b) of the Rules Regulating The Florida Bar.

In general, to the extent a conflict or potential conflict were to arise, the Firm will be guided by the Rules Regulating the Florida Bar concerning the resolution of representational conflicts of interest. The City would, of course, be fully informed of any such matters.

The Firm agrees that it will not act as counsel in any lawsuit or other adversarial proceeding in which the City, any of its departments, divisions and boards, or any City official or employee is named as an adverse party; nor shall the Firm undertake any private representation of any party before the City or any other board of the City, in reference to any judicial or quasi-judicial hearing or proceeding, or any application, request for ruling or other determination, contract, claim, controversy, petition, or other matter, including lobbying, while retained as counsel to the City. In the event the Firm represents a pre-existing client or has a question regarding whether a proposed future representation may constitute a conflict of interest, the Firm shall immediately bring such matter to the attention of the Board of Commissioners for the purpose of having the Board of Commissioners determine, in their sole discretion, whether such representation is acceptable to the City.

3.5 LOCATION

The Firm of Trask Daigneault, LLP (“LLP”) will be providing legal services to the City. The LLP is equally owned by its four partners, Thomas J. Trask, Jay Daigneault, Randy Mora and Erica Augello, and operates at the following principal office address:

Trask Daigneault, LLP
 1001 S. Ft. Harrison Avenue, Suite 201
 Clearwater, FL 33756
 Phone: (727) 733-0494
 Fax: (727) 733-2991
Thomas J. Trask, Esq.
tom@cityattorneys.legal

3.6 PROPOSED SCREENED

Included in this Proposal, on Page 59 under REQUIRED FORMS, we have provided the Public Entity Crime Statement which certifies that the Firm of Trask Daigneault, LLP has not been placed on the convicted vendor list following a conviction for a public entity crime.

ADDITIONAL INFORMATION

I. INDEMNIFICATION

The Firm, if awarded a contract with the City, agrees to defend, indemnify and hold harmless the City of Madeira Beach and its officers, employees, and agents, from and against all claims which arise out of the performance of the position of City Attorney as well as negligence, malpractice or actions of pertinent officers, employees and agents in the performance of the position of City Attorney.

II. ASSURANCES

The Attorneys of Trask Daigneault, LLP are not presently in violation of any statutes or regulatory rules that might have an impact on its operations.

III. DEVIATIONS FROM SPECIFICATIONS

The Firm's proposed services shall fully comply with all requirements of this submittal.

IV. MBE/WBE STATUS

The Firm does not claim MBE/WBE status.

INSURANCE REQUIREMENTS

INSURANCE COVERAGE CARRIED

The Firm carries \$2,000,000.00 in General Liability Insurance, \$1,000,000.00 in Employer's Liability Insurance and \$2,000,000.00 in Professional Liability Insurance.

Automobile Liability Insurance is carried personally by the individual attorneys of the Firm. In addition, the Firm does not carry Owner's and Consultant's Protective Liability Insurance.

WORKERS COMPENSATION INSURANCE



26255 American Drive
 Southfield, MI 48034-6112
 Tel: (800) 482-2726

for information, assistance, and inquires on coverage or claims

Workers Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period From To			
WC 0827653	07/27/2022 07/27/2023 <small>12:01 A.M. Standard Time of the mailing address of the insured as stated herein</small>			
Renewal Of	Transaction			
WC 0827653	Policy Information Page			
Agent				
TRASK DAIGNEAULT LLP 1001 S FORT HARRISON AVE # 201 CLEARWATER FL 33756-3905				
PAUL DONGVAN LLC DBA DONGVAN INS SOLUTIONS 1 E. TARPON AVE TARPON SPRINGS FL 34689				
UNEMPLOYMENT ID #	CARRIER #	FEIN #	Risk ID #	Entity of Insured
	24562	593542714		LIMITED LIAB PARTNSHP

Other Workplaces Not Shown Above: NONE

2. The Policy Period is from 07/27/2022 to 07/27/2023 12:01 a.m. Standard Time at the Insured's mailing address.
3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: FL.
- B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:

Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee
- C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here: All states except North Dakota, Ohio, Washington, Wyoming, and states designated in item 3.A. above.
- D. This policy includes these endorsements and schedules: SEE ATTACHED ENDORSEMENT SCHEDULE
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE

Minimum Premium:	\$173	Manual Premium	\$ 1,458
		Employers Liability Increased Limits Premium	\$ 120
		Safety Factor Credit	\$
		Drug-Free Workplace Credit	\$
		Experience Rating Modification Factor	\$
		Florida CCPAP Credit	\$
		Premium Discount	\$
		Expense Constant	\$ 160
		Foreign Terrorism Premium	\$ 112
		Estimated Annual	\$ 1,850
		Deposit Premium	\$ 1,850

Florida Workers Compensation Insurance Guaranty Assoc Surcharge: 0.000 %
 This is a Three Year Fixed Rate Policy
 Premium Adjustment Period: Annual; Semiannual; Quarterly; Monthly

Issued Date: 06/02/2022

Issuing Office
 WC 00 00 01 A (07/07)

INSURED COPY

Authorized Representative



Workers Compensation and Employers Liability Insurance Policy

Policy Number: WC 0827853
Named Insured: TRASK DAIGNEAULT LLP
Agent: PAUL DONOVAN LLC 0010686

EXTENSION OF INFORMATION PAGE CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
FLORIDA				
UNIT: 00001 ADDRESS: 1001 S FORT HARRISON AVE # 201				
PERIOD: 07/27/2022 TO 07/27/2023				
8820	ATTORNEY-ALL EMPLOYEES & CLERICAL, MESSENGERS, DRIVERS	\$ 1,121,834	0.130000	\$ 1,458.00
	MANUAL PREMIUM			\$ 1,458.00
9812	INCREASED LIMITS OF EMPLOYERS LIABILITY	\$ 1,458	0.014000	\$ 20.00
9848	TO EQUAL MINIMUM PREMIUM (E L)	\$	0.000000	\$ 100.00
0900	EXPENSE CONSTANT	\$		\$ 160.00
FL IGA	FLORIDA INSURANCE GUARANTEE ASSOCIATION SURCHARGE	\$ 1,850	1.000000	\$ 0.00
9740	TERRORISM	\$ 1,121,834	0.010000	\$ 112.00
	STATE TOTAL			\$ 1,850.00
	POLICY TOTAL			\$ 1,850.00

0000000445

Issued Date: 06/02/2022
Issuing Office
WC 00 00 01 A (07/07)

INSURED COPY

Page 2 of 3

GENERAL LIABILITY INSURANCE



CNA Connect

Renewal Declaration

POLICY NUMBER B 5094331078	COVERAGE PROVIDED BY CONTINENTAL CASUALTY COMPANY 151 N Franklin CHICAGO, IL 60606	FROM - POLICY PERIOD - TO 07/27/2022 07/27/2023
	INSURED NAME AND ADDRESS TRASK DAIGNEAULT LLP ATTORNEYS 1001 S FORT HARRISON AVE STE 201 CLEARWATER, FL 33756	
AGENCY NUMBER 063161	AGENCY NAME AND ADDRESS CONDON-MEEK INC STE 501 1180 PONCE DE LEON BLVD CLEARWATER, FL 33756 Phone Number: (727)446-5051	
BRANCH NUMBER 770	BRANCH NAME AND ADDRESS FLORIDA BRANCH 500 COLONIAL CENTER PARKWAY LAKE MARY, FL 32746 Phone Number: (407)919-3000	

This policy becomes effective and expires at 12:01 A.M. standard time at your mailing address on the dates shown above.

The Named Insured is a Limited Partnership.

Your policy is composed of this Declarations, with the attached Common Policy Conditions, Coverage Forms, and Endorsements, if any. The Policy Forms and Endorsement Schedule shows all forms applicable to this policy at the time of policy issuance.

	The Estimated Policy Premium Is	\$1,486.00
	Florida Fire Insurance Surcharge	\$1.48
	Florida Insurance Guaranty Association Assessment	\$29.72
	Florida Property Surcharge	\$4.00
	Total Policy Charges	\$1,521.20
	Terrorism Risk Insurance Act Premium	\$11.00
	Audit Period is Not Auditable	

INSURED

Page 1 of 6

POLICY NUMBER	INSURED NAME AND ADDRESS
B 5094331078	TRASK DAIGNEAULT LLP ATTORNEYS 1001 S FORT HARRISON AVE STE 201 CLEARWATER, FL 33756

PROPERTY COVERAGE **LIMIT OF INSURANCE**

The following deductible applies unless a separate deductible is shown on the Schedule of Locations and Coverage.

Deductible: \$2,500

Business Income and Extra Expense Coverage	12 Months Actual Loss Sustained
Business Income and Extra Expense	
Business Income and Extra Expense - Dependent Properties	\$10,000
Employee Dishonesty	\$50,000
Forgery and Alteration	\$50,000

LIABILITY COVERAGE	LIMIT OF INSURANCE
Liability and Medical Expense Limit - Each Occurrence	\$2,000,000
Medical Expense Limit -- Per Person	\$10,000
Personal and Advertising Injury	\$2,000,000
Products/Completed Operations Aggregate	\$4,000,000
General Aggregate	\$4,000,000
Damage To Premises Rented To You	\$1,000,000
Hired Auto Liability	\$1,000,000
Nonowned Auto Liability	\$1,000,000

POLICY NUMBER	INSURED NAME AND ADDRESS
B 5094331078	TRASK DAIGNEAULT LLP ATTORNEYS
	1001 S FORT HARRISON AVE STE 201
	CLEARWATER, FL 33756

SCHEDULE OF LOCATIONS AND COVERAGE

LOCATION 1 BUILDING 1
 1001 S FT HARRISON AVE, SUITE 201
 CLEARWATER, FL 33756

Construction: Joisted Masonry

Class Description: LAWYERS OFFICES - EXCL. PROFESSIONAL

Inflation Guard 3%

Windstorm or Hail Exclusion

PROPERTY COVERAGE

LIMIT OF INSURANCE

Accounts Receivable	\$25,000
Building	Not Covered
Business Personal Property	\$264,116
Electronic Data Processing	\$50,000
Equipment Breakdown	\$264,116
Fine Arts	\$25,000
Ordinance or Law - Demolition Cost, Increased Cost of Construction	\$25,000
Seasonal Increase: 25%	
Sewer or Drain Back Up	\$25,000
Valuable Papers & Records	\$25,000



INSURED

Page 3 of 6

POLICY NUMBER	INSURED NAME AND ADDRESS
B 5094331078	TRASK DAIGNEAULT LLP ATTORNEYS 1001 S FORT HARRISON AVE STE 201 CLEARWATER, FL 33756

LOSS PAYEE SCHEDULE

All loss payees as their interests may appear in the Covered Property.

The following provisions apply in accordance with the insurable interest of the loss payee: Loss Payee

Description of Property: Any Covered Property in which a loss payee, creditor or lender holds an interest, including any person or organization you have entered a contract with for the sale of Covered Property.

POLICY NUMBER	INSURED NAME AND ADDRESS
B 5094331078	TRASK DAIGNEAULT LLP ATTORNEYS
	1001 S FORT HARRISON AVE STE 201
	CLEARWATER, FL 33756

FORMS AND ENDORSEMENTS SCHEDULE

The following list shows the Forms, Schedules and Endorsements by Line of Business that are a part of this policy.

COMMON

FORM NUMBER		FORM TITLE
CNA79203XX	06/2014	Exclusion - Access or Disclosure of Confidential
CNA80103XX	09/2014	Primary and Non Contributory - Other Ins Condition
CNA81751XX	03/2015	Cap on Losses from Certified Acts of Terrorism
CNA85710XX	06/2016	Unmanned Aircraft Exclusion Endorsement
CNA92680XX	10/2019	Non-Accumulation of Limits Endorsement
SB146927E	03/2016	Florida Changes
SB146933A	01/2006	Florida Changes - Legal Action Against Us
SB146957A	01/2006	Florida Risk Management Plans
SB146958A	01/2006	Important Information for Florida Policyholders
SB147075A	01/2006	Economic and Trade Sanctions Condition
SB147082E	04/2014	Businessowners Common Policy Conditions
SB147086B	04/2010	Loss Payable Provisions

COMMERCIAL PROPERTY

FORM NUMBER		FORM TITLE
SB146801J	10/2019	Businessowners Special Property Coverage Form
SB146802F	10/2019	Business Income and Extra Expense
SB146803A	01/2006	Seasonal Increase
SB146804A	01/2006	Arson and Theft Reward
SB146805B	06/2016	Claim Data Expense
SB146806B	01/2008	Debris Removal
SB146807F	10/2019	Employee Dishonesty
SB146808A	01/2006	Expediting Expenses
SB146809C	07/2009	Fine Arts
SB146810A	01/2006	Fire Department Service Charge
SB146811A	01/2006	Fire Protective Equipment Discharge
SB146812D	10/2019	Forgery and Alteration
SB146813B	01/2008	Newly Acquired or Constructed Property
SB146814B	03/2006	Ordinance or Law
SB146815A	01/2006	Outdoor Trees, Shrubs, Plants and Lawns
SB146816A	01/2006	Pollutant Clean Up and Removal
SB146817A	01/2006	Preservation of Property
SB146818A	01/2006	Temporary Relocation of Property
SB146819A	01/2006	Water Damage, Other Liquids, Solder, Molten Damage
SB146820C	11/2010	Accounts Receivable
SB146821A	01/2006	Appurtenant Buildings and Structures
SB146822A	01/2006	Building Glass
SB146823C	10/2019	Business Income Extra Expense - Dependent Property
SB146824B	01/2008	Business Income Extra Expense-Newly Acquired Loss
SB146825C	06/2011	Business Personal Property Off Premises
SB146826C	10/2019	Civil Authority
SB146827F	06/2011	Electronic Data Processing
SB146828E	04/2014	Equipment Breakdown
SB146830B	01/2008	Money Orders and Counterfeit Paper Currency
SB146831B	11/2010	Nonowned Detached Trailers
SB146832B	01/2008	Ordinance or Law-Increased Period of Restoration
SB146833A	01/2006	Outdoor Property
SB146834A	01/2006	Personal Effects
SB146835A	01/2006	Signs

POLICY NUMBER	INSURED NAME AND ADDRESS
B 5094331078	TRASK DAIGNEAULT LLP ATTORNEYS 1001 S FORT HARRISON AVE STE 201 CLEARWATER, FL 33756

FORMS AND ENDORSEMENTS SCHEDULE

COMMERCIAL PROPERTY

FORM NUMBER		FORM TITLE
SB146836A	01/2006	Spoilage Consequential Loss
SB146837A	01/2006	Theft Damage to Rented Property
SB146838C	11/2010	Valuable Papers and Records
SB146839F09	06/2011	Sewer or Drain Back Up
SB146864A	01/2006	FL Windstorm or Hail Exclusion
SB146928A	01/2006	Florida Changes in Property Coverage
SB146936A	01/2006	Inflation Guard
SB147084B09	07/2009	Fungi, Wet Rot, Dry Rot and Microbe Exclusion
SB300129C	10/2019	Targeted Hacker Attack
SB300181H	10/2019	Lawyers Choice Endorsement
SB300456A09	04/2010	FL-Concurrent Causation, Earth Mov, Water Excl Chg
SB300596A09	01/2008	Identity Theft/Recovery Services Endorsement
SB300629C	03/2016	Florida Sinkhole Loss

COMMERCIAL GENERAL LIABILITY

FORM NUMBER		FORM TITLE
SB146902G	06/2016	Hired Auto and Non-owned Auto Liability
SB146932G	10/2019	Blanket Additional Insured - Liability Extension
SB147079A	01/2006	War Liability Exclusion
SB147080B	10/2019	Exclusion - Silica
SB147083C	10/2019	Fungi/Mold/Mildew/Yeast/Microbe Exclusion
SB147088A	01/2006	Exclusion - Asbestos
SB147089A	01/2006	Employment - Related Practices Exclusion
SB300000D	04/2014	Businessowners Liability Coverage Form
SB300849A	07/2009	Recd and Distribution of Material or information

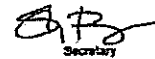
*** PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY ***

FORM NUMBER		FORM TITLE
CNA102797FL	10/2021	FL Insurance Guaranty Association (FIGA) Assmt.
CNA62823XX	07/2017	Req For Jurisdictional Inspection Of Pressure Equip
CNA62826FL	09/2012	Important Information - For Florida Policyholders
CNA62827FL	09/2012	Important Information - For Florida Policyholders
CNA77863FL	02/2014	Policyholder Notice Florida
CNA79207FL	06/2014	Florida Policyholder Notice
CNA79905FL	09/2014	Florida Policyholder Notice
CNA81758FL	01/2021	PHN - FL: Offer of Terrorism Disclosure of Premium
CNA95404XX	03/2019	CNA Coverage Form
G300541A	07/2007	Your Option to Exclude Windstorm Coverage
SB300597A	12/2007	Your Option to Exclude Wind/Hail Coverage

Countersignature



Chairman of the Board



Secretary

MALPRACTICE INSURANCE

Swiss Re Corporate Solutions America Insurance Corporation

PROFESSIONALS ADVANTAGE FOR LAWYERSSM

LAWYERS PROFESSIONAL LIABILITY INSURANCE

Swiss Re Corporate Solutions America Insurance Corporation
(A Stock Insurance Company, hereinafter called the "Company")

Policy Number: WLA308012153601

Renewal of Policy: WLA308012153600

DECLARATIONS

NOTICE: THIS IS A CLAIMS-MADE AND REPORTED POLICY. EXCEPT AS MAY BE OTHERWISE PROVIDED HEREIN, THIS COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS WHICH ARE FIRST MADE AGAINST AN INSURED AND REPORTED TO THE COMPANY WHILE THE POLICY IS IN FORCE.

A. Named Insured: TRASK DAIGNEAULT, LLP

Address: 1001 SOUTH FORT HARRISON AVENUE
SUITE 201
CLEARWATER, FL 33756

B. Policy Period: From 12:01 A.M. 07-01-2022 To 12:01 A.M. 07-01-2023
Local time at the address stated herein

C. Limits of Liability: \$ 2,000,000 Per Claim
\$ 2,000,000 Aggregate for the Policy Period

D. Deductible: \$ 5,000 Per Claim

Claims Expenses are included within the Limit of Liability and Deductible.

E. Premium: \$ 20,298.00
2022 FIGA Assessment Surcharge: \$ 142.09
Total Premium + Surcharge: \$ 20,440.09

F. Retroactive Date: None

The Declarations and the forms listed on the attached Schedule of Form(s) and Endorsement(s), together with the completed and signed application and supplements, shall constitute the contract between the NAMED INSURED and the Company.

Swiss Re Corporate Solutions America Insurance Corporation

Mary Katherine Rodriguez Dainka

_____ Date

_____ Authorized Representative

SP 3 383 I 0206

Page 1 of 1

Insured Copy

Swiss Re Corporate Solutions America Insurance Corporation

SCHEDULE OF FORM(S) AND ENDORSEMENT(S)

The Declarations and the forms listed below and attached hereto, together with the completed and signed application and supplements, shall constitute the contract between the NAMED INSURED and the Company.

FORMS AND ENDORSEMENTS

SP 5 369	05-21	POLICY JACKET
LETTER NAS	05-22	NAME CHANGE COVER LETTER - NAS
EP CRP	11-18	LOSS REPORTING PROCEDURES
SP 13 222	12-16	FLORIDA LOSS CONTROL NOTICE
SP 3 383 I	02-06	DECLARATIONS
SP 3 689	02-06	SCHEDULE OF FORMS AND ENDORSEMENTS
SP 3 897	06-21	AMEND ENDT - FL - TERMINATION ENDT
SP 4 343	08-08	SPECIFIED CLAIM EXCLUSION
SP 3 370	09-11	ADDITIONAL LIM OF LIAB FOR CLAIMS EXP
SP 3 389	07-11	LIMITATION OF INDIVIDUAL PRIOR ACTS
SP 3 390	06-19	LOSS ONLY DED(ACE)-CLAIMS EXP INSIDE
SP 17 504 FL	10-20	LAWYERS PROFESSIONAL LIABILITY POLICY

SP 3 689 0206

Inured Copy

OTHER REQUIRED FORMS

FORM W-9

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
--------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------

Print or type. See Specific Instructions on page 3.	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%; border-bottom: 1px solid black;"> 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Trask Daigneault LLP </td> <td style="width:20%;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> 2 Business name/disregarded entity name, if different from above </td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ </td> <td style="border-bottom: 1px solid black; vertical-align: top; font-size: small;"> 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> 5 Address (number, street, and apt. or suite no.) See instructions. 1001 S. Fort Harrison Ave., Suite 201 </td> <td style="border-bottom: 1px solid black; vertical-align: top; font-size: small;"> Requester's name and address (optional) </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> 6 City, state, and ZIP code Clearwater, FL 33756 </td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> 7 List account number(s) here (optional) </td> <td></td> </tr> </table>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Trask Daigneault LLP		2 Business name/disregarded entity name, if different from above		3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	5 Address (number, street, and apt. or suite no.) See instructions. 1001 S. Fort Harrison Ave., Suite 201	Requester's name and address (optional)	6 City, state, and ZIP code Clearwater, FL 33756		7 List account number(s) here (optional)	
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6 City, state, and ZIP code Clearwater, FL 33756													
7 List account number(s) here (optional)													

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; text-align: center; font-size: small;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table> </td> </tr> <tr> <td style="text-align: center; font-size: small;">or</td> </tr> <tr> <td style="border-bottom: 1px solid black; text-align: center; font-size: small;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> </tr> </table> </td> </tr> </table>	Social security number	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>											or	Employer identification number	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> </tr> </table>	5	9	-	3	6	4	2	7	1	4
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
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Sign Here	Signature of U.S. person ▶	Date ▶ 1/13/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

BUSINESS LICENSES



DIVISION of CORPORATIONS
an official State of Florida website

[Previous on List](#) [Next on List](#) [Return to List](#)

[Filing History](#) [No Authority Info](#) [No Partner Info](#) [Name History](#)

Partnership Name Search

Partnership Detail

Limited Liability Partnership Name

TRASK DAIGNEAULT, L.L.P.

Principal Address

1001 S. FT. HARRISON AVENUE, SUITE 201
CLEARWATER, FL 33756 US
Change Date: 12/02/2015

Filing Information

Document Number	LLP000000590
FE/EIN Number	593642714
File Date	04/24/2000
State	FL
Total Pages	30
Pages in Original Filing	2
Florida Partners	1
Total Partners	1
Status	ACTIVE
Effective Date	NONE
Expiration Date	NONE
Name History	0002

Mailing Address

TRASK DAIGNEAULT, L.L.P.
1001 S. FT HARRISON AVE., SUITE 201
CLEARWATER, FL 33756
Change Date: 05/01/2014

Registered Agent

TRASK THOMAS J
1001 S. FT HARRISON AVE., SUITE 201
CLEARWATER, FL 337556



The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)
County of Leon)

In Re: 0749206
Thomas Joshua Trask
Trask Daigneault, L.L.P.
1001 S Fort Harrison Ave Ste 201
Clearwater, FL 33756-3941

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **April 29, 1988**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 22nd day of **June, 2023**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-234178





The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)
County of Leon)

In Re: 0025859
Jay Daigneault
Trask Daigneault, LLP
1001 S Fort Harrison Ave Ste 201
Clearwater, FL 33756-3941

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **September 20, 2006**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 20th day of **June, 2023**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-233809





The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)
County of Leon)

In Re: 0099895
Randol Didier Mora
Trask Daigneault, LLP 1001 S Fort Harrison Ave
Ste 201
Clearwater, FL 33756-3941

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **October 2, 2012**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 22nd day of **June, 2023**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-234292





The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)

County of Leon)

In Re: 0109085
Erica Farawell Augello
Trask Daigneaut, LLP
1001 S Fort Harrison Ave Ste 201
Clearwater, FL 33756-3941

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **April 17, 2014**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 21st day of **June, 2023**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-233960





The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)

County of Leon)

In Re: 0008435
Robert Michael Eschenfelder
Trask Daigneault, LLP
1001 S Fort Harrison Ave Ste 201
Clearwater, FL 33756-3941

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **September 21, 1994**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 21st day of **June, 2023**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar



PG:R10
CTM-234113



The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)
County of Leon)

In Re: 0144452
Nancy S Meyer
Trask Daigneault
1001 S Fort Harrison Ave Ste 201
Clearwater, FL 33756-3941

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **September 22, 1998**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 20th day of **June, 2023**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-233845





The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)
County of Leon)

In Re: 0091655
Jeremy Allan Simon
1001 S Fort Harrison Ave Ste 201
Clearwater, FL 33756-3941

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **September 27, 2011**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 20th day of **June, 2023**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-233811





The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)
County of Leon)

In Re: 1023766
Megan Reeder Hamisevicz
Trask Daigneault, L.L.P.
1001 S Fort Harrison Ave Ste 201
Clearwater, FL 33756-3941

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **August 26, 2020**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 20th day of **June, 2023**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-233807





CITY OF CLEARWATER
PLANNING & DEVELOPMENT DEPARTMENT
POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756
TELEPHONE (727) 562-4005

BTR-0032708

2022-2023 LOCAL BUSINESS TAX RECEIPT

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN PLACE OF BUSINESS

Owner Name/Address
THOMAS JOSHUA TRASK
TRASK DAIGNEAULT LLP
1001 S FT HARRISON SUITE 201
CLEARWATER, FL 33756

Business Name
TRASK DAIGNEAULT, L.L.P.
1001 S FT HARRISON AVE, SUITE 201
CLEARWATER, FL 33756

Phone: (727) 733-0494

Category 084030 Attorney Quantity _____

LICENSE	PERIOD BEGINNING	PERIOD ENDING	PRINT DATE	
2022-2023	October 1, 2022	September 30, 2023	September 21, 2022	
FEE TYPE	CHECK NO	RECEIPT	FEE	RECEIVED
Business Tax Receipt - Renewal	10654	667474	127.50	127.50

TOTAL RECEIVED 127.50

THE ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY ZONING LAWS OF THE CITY OF CLEARWATER NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER LICENSE, PERMIT OR IMPOSED TRAFFIC IMPACT FEES.

ANY CHANGE IN THE BUSINESS LOCATION, NAME, OR OWNERSHIP MUST BE APPROVED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT.

NON-REFUNDABLE

GINA CLAYTON, DIRECTOR

CLW002LICRenewalApp



CITY OF CLEARWATER
 PLANNING & DEVELOPMENT DEPARTMENT
 POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
 MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756
 TELEPHONE (727) 562-4005

BTR-0032710

2022-2023 LOCAL BUSINESS TAX RECEIPT

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN PLACE OF BUSINESS

Owner Name/Address
 JAY DAIGNEAULT
 TRASK DAIGNEAULT, L.L.P.
 1001 S FT HARRISON SUITE 201
 CLEARWATER, FL 33756

Business Name
 TRASK DAIGNEAULT, L.L.P.
 1001 S FT HARRISON AVE, SUITE 201
 CLEARWATER, FL 33756

Phone: (no phone listed)

Category

Quantity

084030 Attorney

LICENSE	PERIOD BEGINNING	PERIOD ENDING		PRINT DATE	
2022-2023	October 1, 2022	September 30, 2023		September 21, 2022	
FEE TYPE		CHECK NO	RECEIPT	FEE	RECEIVED
Business Tax Receipt - Renewal		10654	667474	127.50	127.50

TOTAL RECEIVED 127.50

THE ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY ZONING LAWS OF THE CITY OF CLEARWATER NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER LICENSE, PERMIT OR IMPOSED TRAFFIC IMPACT FEES.

ANY CHANGE IN THE BUSINESS LOCATION, NAME, OR OWNERSHIP MUST BE APPROVED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT.

NON-REFUNDABLE

GINA CLAYTON, DIRECTOR

CLW00cLicRenewalAdv



CITY OF CLEARWATER
PLANNING & DEVELOPMENT DEPARTMENT
POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756
TELEPHONE (727) 562-4005

BTR-0033167

2022-2023 LOCAL BUSINESS TAX RECEIPT

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN PLACE OF BUSINESS

Owner Name/Address
RANDOL D MORA
TRASK DAIGNEAULT, L.L.P
1001 S FT HARRISON AVE SUITE 201
CLEARWATER, FL 33756

Business Name
TRASK DAIGNEAULT, L.L.P
1001 S FT HARRISON AVE, SUITE 201
CLEARWATER, FL 33756

Phone: (727) 733-0494

Category: 084030 Attorney Quantity: 1 99895

LICENSE	PERIOD BEGINNING	PERIOD ENDING	PRINT DATE	
2022-2023	October 1, 2022	September 30, 2023	September 21, 2022	
FEE TYPE	CHECK NO	RECEIPT	FEE	RECEIVED
Business Tax Receipt - Renewal	10654	667474	127.50	127.50

TOTAL RECEIVED 127.50

THE ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY ZONING LAWS OF THE CITY OF CLEARWATER NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER LICENSE, PERMIT OR IMPOSED TRAFFIC IMPACT FEES.

ANY CHANGE IN THE BUSINESS LOCATION, NAME, OR OWNERSHIP MUST BE APPROVED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT.

NON-REFUNDABLE

Gina Clayton

GINA CLAYTON, DIRECTOR

CLW000LICRenewalAdv



CITY OF CLEARWATER

PLANNING & DEVELOPMENT DEPARTMENT
POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756
TELEPHONE (727) 562-4005

BTR-0033164

2022-2023 LOCAL BUSINESS TAX RECEIPT

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN PLACE OF BUSINESS

Owner Name/Address

ERICA F AUGELLO
TRASK DAIGNEAULT, L.L.P
1001 S FT HARRISON AVE SUITE 201
CLEARWATER, FL 33756

Business Name

TRASK DAIGNEAULT, L.L.P
1001 S FT HARRISON AVE, SUITE 201
CLEARWATER, FL 33756

Phone: (727) 733-4064

Category

084030 Attorney

Quantity

1 109085

LICENSE	PERIOD BEGINNING	PERIOD ENDING	PRINT DATE		
2022-2023	October 1, 2022	September 30, 2023	September 21, 2022		
FEE TYPE		CHECK NO	RECEIPT	FEE	RECEIVED
Business Tax Receipt - Renewal		10654	667474	127.50	127.50

TOTAL RECEIVED 127.50

THE ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY ZONING LAWS OF THE CITY OF CLEARWATER NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER LICENSE, PERMIT OR IMPOSED TRAFFIC IMPACT FEES.

ANY CHANGE IN THE BUSINESS LOCATION, NAME, OR OWNERSHIP MUST BE APPROVED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT.

NON-REFUNDABLE

GINA CLAYTON, DIRECTOR

CLW022LICRenewalAg



CITY OF CLEARWATER

PLANNING & DEVELOPMENT DEPARTMENT
POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756
TELEPHONE (727) 562-4005

BTR-0039874

2022-2023 LOCAL BUSINESS TAX RECEIPT

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN PLACE OF BUSINESS

Owner Name/Address
ROBERT M ESCHENFELDER
TRASK DAIGNEAULT LLP
1001 S FT HARRISON AVE # 201
CLEARWATER, FL 33756

Business Name
TRASK DAIGNEAULT, LLP
1001 S FT HARRISON AVE, SUITE 201
CLEARWATER, FL 33756

Phone: (727) 733-0494

Category

084030 Attorney

Quantity

FL BAR# 8435

LICENSE	PERIOD BEGINNING	PERIOD ENDING		PRINT DATE	
2022-2023	October 1, 2022	September 30, 2023		September 21, 2022	
FEE TYPE		CHECK NO	RECEIPT	FEE	RECEIVED
Business Tax Receipt - Renewal		10657	667488	127.50	127.50

TOTAL RECEIVED 127.50

THE ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY ZONING LAWS OF THE CITY OF CLEARWATER NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER LICENSE, PERMIT OR IMPOSED TRAFFIC IMPACT FEES.

ANY CHANGE IN THE BUSINESS LOCATION, NAME, OR OWNERSHIP MUST BE APPROVED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT.

NON-REFUNDABLE

GINA CLAYTON, DIRECTOR

CLW0cdLicRenewalAdv



CITY OF CLEARWATER

PLANNING & DEVELOPMENT DEPARTMENT
POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756
TELEPHONE (727) 562-4005

BTR-0040299

2022-2023 LOCAL BUSINESS TAX RECEIPT

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN PLACE OF BUSINESS

Owner Name/Address
NANCY S MEYER
TRASK DAIGNEAULT, LLP
1001 S FT HARRISON AVE SUITE 201
CLEARWATER, FL 33756

Business Name
TRASK DAIGNEAULT, LLP
1001 S FT HARRISON AVE, SUITE 201
CLEARWATER, FL 33756

Phone: (727) 733-0494

Category Quantity
084030 Attorney 1 FL BAR #0144452

LICENSE	PERIOD BEGINNING	PERIOD ENDING		PRINT DATE	
2022-2023	October 1, 2022	September 30, 2023		September 21, 2022	
FEE TYPE		CHECK NO	RECEIPT	FEE	RECEIVED
Business Tax Receipt - Renewal		10657	667488	127.50	127.50

TOTAL RECEIVED 127.50

THE ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY ZONING LAWS OF THE CITY OF CLEARWATER NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER LICENSE, PERMIT OR IMPOSED TRAFFIC IMPACT FEES.

ANY CHANGE IN THE BUSINESS LOCATION, NAME, OR OWNERSHIP MUST BE APPROVED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT.

NON-REFUNDABLE

GINA CLAYTON, DIRECTOR

CLWD001-LicRenewalAdv



CITY OF CLEARWATER

PLANNING & DEVELOPMENT DEPARTMENT
POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756
TELEPHONE (727) 562-4005

BTR-0039348

2022-2023 LOCAL BUSINESS TAX RECEIPT

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN PLACE OF BUSINESS

Owner Name/Address
JEREMY SIMON
TRASK DAIGNEAULT LLP
1001 S FT HARRISON AVE #201
CLEARWATER, FL 33756

Business Name
TRASK DAIGNEAULT LLP
1001 S FT HARRISON AVE, SUITE 201
CLEARWATER, FL 33756

Phone: (727) 733-0494

Category Quantity
084030 Attorney 1 FL BAR# 0091655

LICENSE	PERIOD BEGINNING	PERIOD ENDING		PRINT DATE	
2022-2023	October 1, 2022	September 30, 2023		September 21, 2022	
FEE TYPE		CHECK NO	RECEIPT	FEE	RECEIVED
Business Tax Receipt - Renewal		10657	667488	127.50	127.50

TOTAL RECEIVED 127.50

THE ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY ZONING LAWS OF THE CITY OF CLEARWATER NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER LICENSE, PERMIT OR IMPOSED TRAFFIC IMPACT FEES.

ANY CHANGE IN THE BUSINESS LOCATION, NAME, OR OWNERSHIP MUST BE APPROVED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT.

NON-REFUNDABLE

GINA CLAYTON, DIRECTOR

CLW0ccLicRenewalAdv



CITY OF CLEARWATER

PLANNING & DEVELOPMENT DEPARTMENT
POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756
TELEPHONE (727) 562-4005

BTR-0041956

2022-2023 LOCAL BUSINESS TAX RECEIPT

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN PLACE OF BUSINESS

Owner Name/Address
MEGAN REEDER HAMISEVICZ
TRASK DAIGNEAULT LLP
1001 S FT HARRISON AVE SUITE 201
CLEARWATER, FL 33756

Business Name
TRASK DAIGNEAULT LLP
1001 S FT HARRISON AVE, SUITE 201
CLEARWATER, FL 33756

Phone: (727) 733-0494

Category Quantity
084030 Attorney 1 FL BAR #1023766

LICENSE	PERIOD BEGINNING	PERIOD ENDING		PRINT DATE	
2022-2023	October 1, 2022	September 30, 2023		September 21, 2022	
FEE TYPE		CHECK NO	RECEIPT	FEE	RECEIVED
Business Tax Receipt - Renewal		10657	667488	127.50	127.50

TOTAL RECEIVED 127.50

THE ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY ZONING LAWS OF THE CITY OF CLEARWATER NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER LICENSE, PERMIT OR IMPOSED TRAFFIC IMPACT FEES.

ANY CHANGE IN THE BUSINESS LOCATION, NAME, OR OWNERSHIP MUST BE APPROVED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT.

NON-REFUNDABLE

GINA CLAYTON, DIRECTOR

CLW00cLICRenewalAdv

REQUIRED FORMS INCLUDED WITH RFQ

Please Note: The following Required Forms as provided by the City were erroneously labeled “Request for Proposal No. 20-04” and have been modified to correctly reflect the subject Request for Qualifications #2023-08.

PUBLIC ENTITY CRIME STATEMENT

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. ~~20-04~~ RFQ #2023-08
PUBLIC ENTITY CRIME STATEMENT**

PUBLIC ENTITY CRIMES

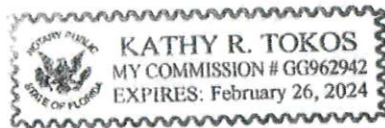
Pursuant to Subsections 287.133(2) and (3), F.S., "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

I, Thomas J. Trask, being an authorized representative of TRASK DAIGNEAULT, L.L.P. located at 1001 S. Ft. Harrison Avenue, Suite 201, Clearwater City: _____ State: FL Zip Code: 33756, have read and understand the contents above.

Signature: *Thomas J. Trask* Date: 6/27/2023
Telephone #: (727) 733-0494 Fax #: (727) 733-2991
Federal ID #: 59-3642714

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 27th day of June, ~~2020~~, 2023,
by Thomas J. Trask
who is personally known to me or has produced his/her driver's license as identification.



Kathy R. Tokos
Notary Public - State of Florida
Print Name: Kathy R. Tokos
Commission No: GG962942

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

NON-COLLUSIVE AFFIDAVIT

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. ~~20-04~~ RFQ #2023-08**

NON-COLLUSIVE AFFIDAVIT

State of FLORIDA }
County of PINELLAS } SS.

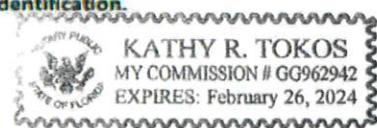
Before me, the undersigned authority personally appeared:
Thomas J. Trask who, being first duly sworn, deposes and says that:

1. He/She is the Partner (Owner, Partner, Officer, Representative or Agent) of TRASK DAIGNEAULT, L.L.P. the offeror/Proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the offeror/Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other offeror, CITY ATTORNEY/FIRM, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any offeror, CITY ATTORNEY/FIRM, or person to fix the price or prices in the attached proposal or of any other offeror, or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal work.

Signed, sealed and delivered this 27th day of June, ~~2020~~ 2023.
By: *Thomas J. Trask*
Thomas J. Trask
(Printed Name)
Partner
(Title)

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 27th day of June, ~~2020~~ 2023, by Thomas J. Trask who is personally known to me or has produced his/her driver's license as identification.



Kathy R. Tokos
Notary Public - State of Florida
Print Name: Kathy R. Tokos
Commission No: GG962942

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL.

STATEMENT OF ORGANIZATION

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. 20-04 RFQ #2023-08
STATEMENT OF ORGANIZATION**

Page 1 of 3

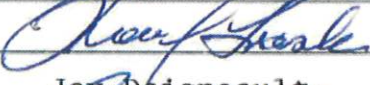


Proposer must state whether he/she is an individual, partnership, corporation or joint venture. Partnerships shall show the names, titles, and original signature of all partners with authority to bind the company. Corporations must be signed in the name and with the seal of the corporation, followed by the original signature and title of the person authorized to bind the corporation. Each joint venture shall be required to sign for each individual, partnership and corporation that is a party to the joint venture

If the Proposer is an **INDIVIDUAL**:

Individual's Name: _____
D/B/A: _____
Signature: _____
Business Address: _____

Phone: _____ Fax: _____

If the Proposer is a **PARTNERSHIP and Limited Liability Company**
(Provide names and signatures of all partners):

Company Name: TRASK DAIGNEAULT, L.L.P.
Partner: Thomas J. Trask
Signature: 
Partner: Jay Daigneault
Signature: 
Partner: Randol D. Mora
Signature: 
Business Address: 1001 S. Ft. Harrison Avenue, Suite 201
Clearwater, FL 33756
Phone: (727) 733-0494 Fax: (727) 733-2991

(Attach additional sheets if necessary)

*** SEE CONTINUATION PAGE FOR ADDITIONAL PARTNER ***

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. ~~20-04~~ RFQ #2023-08
STATEMENT OF ORGANIZATION**

Page 1 of 3 – CONTINUED

Proposer must state whether he/she is an individual, partnership, corporation or joint venture. Partnerships shall show the names, titles, and original signature of all partners with authority to bind the company. Corporations must be signed in the name and with the seal of the corporation, followed by the original signature and title of the person authorized to bind the corporation. Each joint venture shall be required to sign for each individual, partnership and corporation that is a party to the joint venture

If the Proposer is an INDIVIDUAL:

Individual's Name: _____

D/B/A: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

**If the Proposer is a PARTNERSHIP and Limited Liability Company
(Provide names and signatures of all partners):**

Company Name: TRASK DAIGNEAULT, L.L.P.

Partner: Erica F. Augello

Signature: *Erica Augello*

Partner: ----

Signature: ----

Partner: ----

Signature: ----

Business Address: 1001 S. Ft. Harrison Avenue, Suite 201
Clearwater, FL 33756

Phone: (727) 733-0494 Fax: (727) 733-0494

(Attach additional sheets if necessary)

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. ~~20-04~~ RFQ #2023-08
STATEMENT OF ORGANIZATION**

Page 2 of 3

If the Proposer is a CORPORATION:

Corporation Name: _____

State of Incorporation: _____ CORPORATE SEAL _____

Name/Title of person authorized to bind: _____

Signature: _____

Name/Title of person authorized to bind: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

If Proposer is a JOINT VENTURE:

Name/Title: _____

Business Address: _____

Phone: _____ Fax: _____

Name/Title: _____

Business Address: _____

Phone: _____ Fax: _____

Name/Title of person authorized to bind: _____

Signature: _____

Name/Title of person authorized to bind: _____

Signature: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

**CITY OF MADEIRA BEACH
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES
REQUEST FOR PROPOSAL NO. ~~20-04~~ RFQ #2023-08**

STATEMENT OF ORGANIZATION

Page 3 of 3

If the Proposer is ANY OTHER BUSINESS ENTITY:

Please list all pertinent organizational information similar to the above requested information, including.

Type of Entity: _____

Entity Name: _____

Registration/Originating State: _____

Entity Address: _____

Name/Title of person authorized to bind: _____

Signature: _____

Name/Title of person authorized to bind: _____

Signature: _____



MEMORANDUM

TO: City Commission
FROM: Robin I. Gomez, City Manager
DATE: August 24, 2023
RE: **Commission Regular Meeting Schedule**

Background

Commission to decide on a request to change the start time of the Wednesday, December 13, 2023, Commission Regular meeting from 6 pm to 2 pm.

Fiscal Impact

None

Recommendation

Approve the meeting time start change.

2023 BOARD OF COMMISSIONERS MEETING SCHEDULE
Patricia Shontz Commission Chambers – City Hall, 300 Municipal Drive, Madeira Beach, FL
“All meetings & Events listed are in the Commission Chambers”
“Meetings, dates & times are subject to change”

<u>DATE</u>	<u>DESCRIPTION</u>	<u>TIME</u>
Monday, September 4, 2023	LABOR DAY – City Holiday	
Wednesday, September 13, 2023	BOC Special Meeting <i>(FY 2024 tentative Millage Rate & Budget Ordinances - 1st Reading & Public Hearing)</i>	5:45 p.m.
Wednesday, September 13, 2023	BOC Regular Meeting	6:00 p.m.
Sunday, September 24, 2023	TRIM Advertisement (Tampa Bay Times)	
Wednesday, September 27, 2023	BOC Special Meeting <i>(Adopting FY 2024 Millage Rate & Budget Ordinances – 2nd Reading & Public Hearing)</i>	5:45 p.m.
Wednesday, September 27, 2023	BOC Regular Workshop Meeting	6:00 p.m.
Wednesday, October 11, 2023	BOC Regular Meeting	6:00 p.m.
Wednesday, October 25, 2023	BOC Regular Workshop Meeting	6:00 p.m.
Wednesday, November 8, 2023	BOC Regular Meeting	6:00 p.m.
Friday, November 10, 2023	‘VETERANS DAY OBSERVED’ – City Holiday	
Wednesday, November 15, 2023	BOC Regular Workshop Meeting <i>(date changed due to Thanksgiving Holidays)</i>	6:00 p.m.
Thursday, November 23, 2023	THANKSGIVING DAY – City Holiday	
Friday, November 24, 2023	DAY AFTER THANKSGIVING DAY – City Holiday	
Candidate Qualifying Period	NOON, Monday, December 4, 2023 through NOON, Friday, December 15, 2023, <i>excluding weekends.</i> <i>(Commissioner District 1 and Commissioner District 2)- March 19, 2024, Presidential Preference Primary – Municipal Election – BALLOT LANGUAGE DUE December 19, 2023)</i>	

Posted 9/07/2023

Wednesday, December 13, 2023	BOC Regular Meeting	2:00 p.m.
Wednesday, December 13, 2023	BOC Regular Workshop Meeting <i>(date changed due to Christmas and New Year's holidays)</i>	4:00 p.m.
Friday, December 22, 2023 Monday, December 25, 2023	'CHRISTMAS EVE OBSERVED' – City Holiday CHRISTMAS DAY – City Holiday	
Friday, December 29, 2023 Monday, January 1, 2024	'NEW YEAR'S EVE OBSERVED' - City Holiday NEW YEAR'S DAY – City Holiday	

2024 BOARD OF COMMISSIONERS MEETING SCHEDULE
Patricia Shontz Commission Chambers – City Hall, 300 Municipal Drive, Madeira Beach, FL
“All meetings & Events listed are in the Commission Chambers.”
“Meetings, dates & times are subject to change.”

<u>DATE</u>	<u>DESCRIPTION</u>	<u>TIME</u>
Friday, December 29, 2023	‘NEW YEAR’S EVE OBSERVED’ - City Holiday	
Monday, January 1, 2024	NEW YEAR’S DAY – City Holiday	
Wednesday, January 10, 2024	BOC Regular Meeting	2:00 p.m.
Monday, January 15, 2024	MARTIN LUTHER KING JR. DAY – City Holiday	
Wednesday, January 24, 2024	BOC Regular Workshop Meeting	6:00 p.m.
Wednesday, February 14, 2024	BOC Regular Meeting	6:00 p.m.
Wednesday, February 28, 2024	BOC Regular Workshop Meeting	6:00 p.m.
Wednesday, March 13, 2024	BOC Regular Meeting	2:00 p.m.
Tuesday, March 19, 2024	City of Madeira Beach Municipal Election	7:00 a.m. – 7:00 p.m.
Wednesday, March 27, 2024	BOC Regular Workshop Meeting	6:00 p.m.
Wednesday, April 10, 2024	BOC Regular Meeting	6:00 p.m.
Wednesday, April 24, 2024	BOC Regular Workshop Meeting	6:00 p.m.
Wednesday, May 8, 2024	BOC Regular Meeting	6:00 p.m.
Wednesday, May 22, 2024	BOC Budget Workshop Meeting (<i>Reserves, FY 24 mid-year, FY 25 CIP</i>)	4:00 p.m.
Wednesday, May 22, 2024	BOC Regular Workshop Meeting	6:00 p.m.
Monday, May 27, 2024	MEMORIAL DAY – City Holiday	
Wednesday, June 12, 2024	BOC Regular Meeting	6:00 p.m.
Wednesday, June 26, 2024	BOC Budget Workshop Meeting (<i>FY 2025 Operating Budget & CIP Budget</i>)	4:00 p.m.
Wednesday, June 26, 2024	BOC Regular Workshop Meeting	6:00 p.m.

Thursday, July 4, 2024

INDEPENDENCE DAY – City Holiday

Wednesday, July 10, 2024

BOC Regular Meeting 6:00 p.m.

Wednesday, July 24, 2024

BOC Budget Workshop Meeting (FY 25 Operating Budget, CIP & Personnel Budget) 4:00 p.m.

Wednesday, July 24, 2024

BOC Regular Workshop Meeting 6:00 p.m.

Wednesday, August 14, 2024

BOC Regular Meeting 6:00 p.m.

Wednesday, August 28, 2024

BOC Budget Workshop Meeting (FY 25 Operating Budget, CIP & Personnel Budget) 4:00 p.m.

Wednesday, August 28, 2024

BOC Regular Workshop Meeting 6:00 p.m.

Monday, September 2, 2024

LABOR DAY – City Holiday

Wednesday, September 11, 2024

BOC Regular Meeting 6:00 p.m.
(includes FY 2025 tentative Millage Rate & Budget Ordinances - 1st Reading & Public Hearing)

Wednesday, September 25, 2024

BOC Special Meeting 5:30 p.m.
(adoption of FY 2025 Millage Rate & Budget Ordinances - 1st Reading & Public Hearing)

Wednesday, September 25, 2024

BOC Regular Workshop Meeting 6:00 p.m.

Wednesday, October 9, 2024

BOC Regular Meeting 6:00 p.m.

Wednesday, October 23, 2024

BOC Regular Workshop Meeting 6:00 p.m.

Monday, November 11, 2024

VETERANS DAY OBSERVED – City Holiday

Wednesday, November 13, 2024

BOC Regular Meeting 6:00 p.m.

Wednesday, November 20, 2024

BOC Regular Workshop Meeting (date changed due to Thanksgiving Holidays) 6:00 p.m.

Thursday, November 28, 2024

THANKSGIVING DAY – City Holiday

Friday, November 29, 2024

DAY AFTER THANKSGIVING DAY – City Holiday

Candidate Qualifying Period

NOON, Monday, December 2, 2024 through NOON, Friday, December 13, 2024, excluding weekends.
(Commissioner District 3 and Commissioner District 4) - March 11, 2025 – Municipal Election – BALLOT LANGUAGE DUE December 31, 2024)

Wednesday, December 11, 2024
Wednesday, December 11, 2024

BOC Regular Meeting
BOC Regular Workshop Meeting *(date changed due to Christmas and New Year's holidays)* **2:00 p.m.**
4:00 p.m.

Tuesday, December 24, 2024
Wednesday, December 25, 2024

CHRISTMAS EVE – City Holiday
CHRISTMAS DAY – City Holiday

Tuesday, December 31, 2024
Monday, January 1, 2025

NEW YEAR'S EVE - City Holiday
NEW YEAR'S DAY – City Holiday



MEMORANDUM

TO: Honorable Mayor and Board of Commissioners

VIA: Robin Gomez, City Manager

FROM: Clara VanBlargan, City Clerk

DATE: September 6, 2023

RE: Appointment to Planning Commission

Background

The Planning Commission consists of seven members. Three terms will expire on September 30, 2023, and have been advertised. The new three-year term will expire on September 30, 2026. Current members Chuck Dillon and Michael Wyckoff applied for re-appointment. The advertisement will continue until all three seats are filled. Applicants were invited to attend the meeting.

Members must be residents and qualified City of Madeira Beach voters. Districts do not apply. Appointments will be made, consistent with the Charter, Sec. 12.2, and based on demonstrated experience and qualifications in the subject matter from one or more of the following areas, whenever possible (City Code Sec. 2-77):

- Architect or landscape architect
- Civil engineer
- Real estate sales or land development
- Professional experience in natural or environmental sciences
- Professional urban planner

Planning Board members are responsible for filing an annual Form 1, Statement of Financial Interests, with the Florida Commission on Ethics within 30 days of appointment. Penalties apply if not filed on time. A Form 1 is attached and can also be downloaded at https://ethics.state.fl.us/Documents/Forms/Form%201_2022i.pdf?cp=202343.

Current members:

<u>Seat</u>	<u>Term expiring</u>
Mike Noble	09/30/2023
Michael Wyckoff	09/30/2023
John Connolly	09/30/2024
Chuck Dillon	09/30/2023
John Meagher	09/30/2024
Matthew LaRue	09/30/2025

Housh Ghovae

09/30/2025

Fiscal Impact

Advisory board members serve without compensation but may be reimbursed for travel, mileage, and per diem expenses as authorized by the Board of Commissioners or as otherwise provided by law.

Recommendation

The recommendation is for the Board of Commissioners to re-appoint Chuck Dillon and Michael Wyckoff to serve on the Planning Commission for a new three-year term expiring on 9/30/2026.

Attachments

Applications
City Charter, Section 12.2 – City Planning Commission
City Code, Division 2 – Planning Commission



CITY OF MADEIRA BEACH, FLORIDA
300 MUNICIPAL DRIVE, MADEIRA BEACH FL 33706
TELEPHONE: 727-391-9951



APPLICATION FOR APPOINTMENT TO BOARD

Please indicate your preference of board:

Civil Service Commission

Planning Commission

Other

Are you a Madeira Beach Resident?

Yes No

Are you a qualified registered voter of Madeira Beach?

Yes No

Are you available for: Daytime meetings Evening meetings

Yes No Yes No

Name: Chuck Dillon Phone: 727 260 0952

Address: 529 Lillian Dr

Email: chuckdillon52@gmail.com

Present Occupation: retired

If retired, what was your last occupation?: Project Manager

Please list any experience, special education, skills, or talents that would be beneficial to the appointment you are seeking:

Educational Background

Bol A Southern Ill Univ

Experience

34 years & retired Flight Attendant & Flight Service Manager
1 year as road committee representative for Crystal Island project
1 1/2 year as a planning commission member

Why would you like to be considered as a candidate for service on this Board?

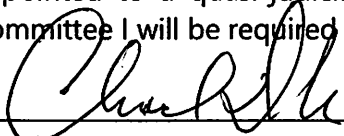
I believe I did a great job for the last 1 1/2 years as a planning commissioner
I am informed and involved with the city

In compliance with Section 760.80, Florida Statutes, the City of Madeira Beach **is required** to report annually to the Secretary of State the number of minority and non-minority, and the number of physically disabled appointments to a board, committee, or commission.

GENDER Male Female **PHYSICALLY DISABLED** Yes No

RACE African-American Native-American
 Asian-American Caucasian
 Hispanic-American

Should I be appointed to serve on a board or committee, I agree to comply with the State of Florida's Sunshine Laws, the Code of Ethics for Public Officers per the Florida Commission on Ethics, and uphold the City's Charter and Code of Ordinances. I understand that I will have to take an Oath of Office should I be appointed to a quasi-judicial board. I understand that if I am appointed to the Planning Committee I will be required to comply with financial reporting regulations.


 Signature

8-24-23
 Date

For Office Use Only - District _____

Revised 03/22/2022



CITY OF MADEIRA BEACH, FLORIDA
300 MUNICIPAL DRIVE, MADEIRA BEACH FL 33706
TELEPHONE: 727-391-9951



Item 12A.

APPLICATION FOR APPOINTMENT TO BOARD

Please indicate your preference of board:

Civil Service Commission

Planning Commission

Other _____

Are you a Madeira Beach Resident?

Yes

No

Are you a qualified registered voter of Madeira Beach?

Yes

No

Are you available for:
 Daytime meetings
 Evening meetings

Yes

No

Yes

No

Name: Michael Wyckoff Phone: 727-642-6621

Address: 161 131st Ave E, Madeira Beach, FL 33708

Email: mikemadbch@gmail.com or michael.wyckoff@evrealestate.com

Present Occupation: Real Estate Broker

If retired, what was your last occupation?: _____

Please list any experience, special education, skills, or talents that would be beneficial to the appointment you are seeking:

Educational Background

Madeira Beach Middle School - Keswick Christian High Schol - St Petersburg Jr College (AA 1988), Florida State University (BA 1991).

Experience

Resident since the age of 12 and real estate broker since 1993 in the local area. Member of Madeira Beach Board of Adjustment, Member Madeira Beach ad hoc Marina Advisory Committee, Member Madeira Beach Planning Commission - former 2nd vice chair, 1st vice chair and currently chairman.

Why would you like to be considered as a candidate for service on this Board?

As a nearly life-long resident of Madeira Beach I wish to continue to use my experience and expertise to help our community. I've enjoyed my service on the Planning Commission and wish to continue to serve. I feel as though my extensive real estate experience makes me a good commission member.

DIVISION 2. - PLANNING COMMISSION

Item 12A.

Footnotes:

--- (5) ---

Charter reference— *Planning commission, § 12.2.*

Sec. 2-76. - Intent.

The intent of this division is to create a local government planning commission that shall serve in an advisory capacity to the board of commissioners. The planning commission shall consider all requests for amendments to the comprehensive plan, the land use plan map, amendments to the land development regulations and the official zoning map and other matters as may be specifically requested by the board of commissioners to be studied by the commission. The planning commission shall serve as the city's local planning agency and land development regulations commission as provided for in Florida Statutes ch. 163.

The local planning agency shall review all amendments to the land development code and the official zoning map.

(Code 1983, § 2-302; Ord. No. 974, § 1, 9-24-02; Ord. No. 1048, § 2, 7-12-05; Ord. No. 1050, § 2, 8-9-05; Ord. No. 1065, § 2, 11-22-05; Ord. No. 2021-04, § 1, 4-14-21)

Sec. 2-77. - Organization.

- (a) The planning commission shall be appointed pursuant to the Charter upon the tally of votes cast by the board of commissioners. There shall be seven members. The term of office for each person appointed shall be staggered so that not more than three terms expire within any one year. Any planning commission member may be reappointed upon the tally of votes cast by the board of commissioners. Appointments to fill vacancies shall be for the unexpired term of office.
- (b) Qualifications of the members of the planning commission shall be as provided in the Charter and in this Code at the time of their appointment and throughout the term of office. Any member who is no longer qualified to be a member shall be automatically removed, and that vacancy filled as provided in this section.
- (c) Members of the planning commission shall be suspended or removed for cause upon the filing of written charges by the mayor. The written charges shall be served by hand delivery or certified mail upon the member being charged. The member being charged shall have 15 days to appeal the charges to the board of commissioners. If the charges are appealed, the member being charged shall be afforded a prompt public hearing on the matter. The member shall be retained, suspended or be removed by majority vote of the board of commissioners.

(d)

The failure of any member of the planning commission to attend three consecutive meetings of the planning commission or failure to attend four meetings of the planning commission in any contiguous 12-month period shall be cause for removal. However, the board of commissioners may take into consideration the reason for such absences, and may excuse the member for a reason deemed valid by the board of commissioners.

- (e) Appointments shall be made, consistent with the Charter section 12.2 and on the basis of demonstrated experience and qualifications in the subject matter from one or more of the following areas, whenever possible:
 - Architecture or landscape architecture.
 - Civil engineering.
 - Real estate sales or land development.
 - Professional experience in natural or environmental sciences.
 - Professional urban planning.
- (f) The members of the planning commission shall, in October of each year, elect a chairman, first vice-chairman and a second vice-chairman from among its members who shall be voting members.
- (g) Members of the planning commission shall meet each month, as necessary. In addition, the planning commission, by request of the chairman, or the city staff, may schedule special meetings or workshops as needed, provided a quorum has indicated that they can attend such meeting. All meetings of the planning commission shall be public.
- (h) The presence of four or more members shall constitute a quorum.
- (i) Planning commission members shall serve without compensation, but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by board of commissioners or as otherwise provided by law.

(Code 1983, § 2-303; Ord. No. 974, § 1, 9-24-02; Ord. No. 1028, § 1, 8-24-04; Ord. No. 2014-15, § 1, 12-9-14; Ord. No. 2017-05, § 1, 3-7-17; Ord. No. 2021-04, § 2, 4-14-21)

Charter reference— Creation of planning commission, membership, terms and qualifications of members, § 12.2.

Sec. 2-78. - Conduct of hearing.

- (a) *Application*. An application for a zoning change or land use change shall be submitted 30 days prior to the scheduled meeting.
- (b) *Application filing fee*. Application fees are listed in the fees and collection procedure manual.

- (c) *Notification.* When and at such time as an application is made, the application shall be filed with the community development department who shall post a ten-day notice, or meet the Florida Statutory requirements, whichever is greater, of the time and place when the local planning agency shall consider the subject matter on the application. At the time of posting, all property owners of record, on the tax roll of the year within which the case is being heard, within 300 feet in any direction of the property, which is the subject matter of the application, shall be notified and the notice shall be posted on the property itself setting forth the date, time and place of the hearing. Note: Failure to notify all of the abutting property owners, as shown on the records of the Pinellas County Property Appraiser's Office, shall not constitute grounds for re-advertising the public hearing or conducting additional public hearings and shall not affect any action or proceeding of the application. For all other meetings and workshops not involving an application that must meet specified notification requirements, a minimum of three days' notice must be given.
- (d) *Public hearing.* At the hearing any interested person may be heard upon the subject matter. The procedures established in article I, division 2 shall govern the local planning agency's conduct of public hearings for a site specific rezoning, which is by definition a quasi-judicial matter.
- (e) *Recommendations.* The planning commission or the local planning agency, by majority vote, shall submit its recommendation with respect to the application to the board of commissioners with the written reasons therefore.
- (f) *Written records.* Minutes shall be kept of all hearings by the planning commission and the local planning agency, and all hearings shall be open to the public. The written record shall include the vote of each member upon each question, or if absent or failing to vote, indicating such fact. The minutes of all proceedings, and recommendations of the planning commission and the local planning agency shall be made public record on file with the city clerk.

(Code 1983, § 2-304; Ord. No. 974, § 1, 9-24-02; Ord. No. 1044, § 3, 5-24-05; Ord. No. 1050, § 2, 8-9-05; Ord. No. 2014-15, § 2, 12-9-14; Ord. No. 2021-04, § 3, 4-14-21)

Sec. 2-79. - Rules of procedure.

The planning commission shall have the power to establish rules and regulations for its own operation not inconsistent with the provisions of this Code.

(Code 1983, § 2-305; Ord. No. 974, § 1, 9-24-02; Ord. No. 1044, § 3, 5-24-05)

Sec. 2-80. - Application for amendment; modification of zoning ordinances.

- (a) Any interested person or property owner in the city may file a written application to the local planning agency upon payment of the filing fee provided in the fees and collection procedure manual, for the purpose of amending, supplementing, changing, or modifying any rule,

regulation, or other restriction provided in the zoning ordinances of the city, including a request to change the boundaries of the zoning district or districts of the city.

- (b) The applicant shall provide for reimbursement of all expenses incurred by the city, deemed necessary by the city manager or his/her designee, to review and process an amendment to the zoning code;

Expenses may include, but are not limited to any technical, engineering, planning, landscaping, surveying, legal or architectural services, and advertising.

Within 30 days of the date of receipt of any invoice for such services, the applicant shall reimburse the city for such costs. Failure by the applicant to make such reimbursement when due shall delay the release of a development permit until paid.

- (c) The local planning agency shall make a recommendation pertaining to the application, and the recommendation shall be transmitted to the board of commissioners. The board of commissioners may either accept or reject the recommendation of the local planning agency or take such further action, as it may deem proper in the matter. The procedures established in article I, division 2 shall govern the board of commissioners' conduct of public hearings for a site specific rezoning, which is by definition a quasi-judicial matter.

(Code 1983, § 2-306; Ord. No. 974, § 1, 9-24-02; Ord. No. 1044, § 3, 5-24-05; Ord. No. 1050, § 2, 8-9-05; Ord. No. 1072, § 1, 3-28-06)

Charter reference— Amendments to zoning ordinance, §§ 12.7, 12.8.

Sec. 2-81. - Amendment or modification of zoning regulations by board of commissioners; referral to local planning agency.

The board of commissioners may from time to time on its own motion repeal, amend, supplement, change or modify any zoning ordinance of the city, including the changing of boundaries of any zoning district or districts in the city, including the regulations and restrictions and such shall first be referred to the local planning agency for its recommendation and report back to the board of commissioners. If no recommendation is submitted by the local planning agency within a period of 60 days from the time of the request for its recommendation, the board of commissioners may act upon the matter and pass such ordinance as it may deem necessary to effect its desires.

(Code 1983, § 2-309; Ord. No. 974, § 2, 9-24-02; Ord. No. 1050, § 2, 8-9-05)

Editor's note— Ord. No. 1050, § 2, adopted August 9, 2005, changed the title of § 2-81 from "Amendment or modification of zoning regulations by board of commissioners; referral to planning commission" to "Amendment or modification of zoning regulations by board of commissioners; referral to local planning agency."

Charter reference— Comprehensive plan and land development amendments submitted to planning commission, § 12.4C.

Sec. 2-82. - Authority to initiate amendments to zoning regulations and zoning boundaries.

The local planning agency, city board of commissioners, city staff, or property owners may, of its own initiative, make such recommendations and proposals as it may deem necessary pertaining to matters of repeal, amendment, supplement, change, or modification of any zoning ordinance, or the boundaries of any zoning district of the city, so long as all of the requirements of public notice and hearing are adhered to, as provided in this Code.

(Code 1983, § 2-310; Ord. No. 974, § 2, 9-24-02; Ord. No. 1044, § 3, 5-24-05; Ord. No. 1050, § 2, 8-9-05)

Editor's note— Ord. No. 974, § 2, adopted September 24, 2002, changed the title of § 2-82 from "Authority to institute amendments to zoning regulations" to "Authority to initiate amendments to zoning regulations and zoning boundaries." See note at § 2-81.

Sec. 2-83. - Conflict of interest provisions.

- (a) No member of the local planning agency shall communicate with another member of the local planning agency concerning their intent on any issue or potential issue which is or may be placed before them except at their scheduled meetings.
- (b) No member of the local planning agency shall communicate with any party, witness, representative of a party, or interceding person concerning any issues except at their scheduled meetings or as otherwise specified in article I, division 2 for ex-parte communications.
- (c) Failure on the part of a member of the local planning agency to comply with the provisions of this section shall constitute grounds for removal of such member from the local planning agency.

(Code 1983, § 2-312; Ord. No. 974, § 2, 9-24-02; Ord. No. 1044, § 3, 5-24-05; Ord. No. 1050, § 2, 8-9-05)

Editor's note— See note at § 2-81.

State Law reference— Public meetings, Florida Statutes § 286.011; ex parte communications, Florida Statutes § 286.0115.

Secs. 2-84—2-100. - Reserved.

Please print or type your name, mailing address, agency name, and position below:

FOR OFFICE USE ONLY:

LAST NAME -- FIRST NAME -- MIDDLE NAME :

MAILING ADDRESS :

CITY : ZIP : COUNTY :

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

CHECK ONLY IF CANDIDATE OR NEW EMPLOYEE OR APPOINTEE

****** THIS SECTION MUST BE COMPLETED ******

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2022.

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (**must check one**):

COMPARATIVE (PERCENTAGE) THRESHOLDS OR **DOLLAR VALUE THRESHOLDS**

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

PART B -- SECONDARY SOURCES OF INCOME
[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

FILING INSTRUCTIONS for when and where to file this form are located at the bottom of page 2.

INSTRUCTIONS on who must file this form and how to fill it out begin on page 3.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
 (If you have nothing to report, write "none" or "n/a")

Item 12A.

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

PART E — LIABILITIES [Major debts - See instructions]
 (If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
 (If you have nothing to report, write "none" or "n/a")

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY		
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

PART G — TRAINING For elected municipal officers, appointed school superintendents, and commissioners of a community redevelopment agency created under Part III, Chapter 163 required to complete annual ethics training pursuant to section 112.3142, F.S.

I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE

SIGNATURE OF FILER:

Signature:

Date Signed:

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: _____

Date Signed: _____

FILING INSTRUCTIONS:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

Local officers/employees file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

State officers or specified state employees who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

Candidates file this form together with their filing papers.

MULTIPLE FILING UNNECESSARY: A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

WHEN TO FILE: Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2022.

NOTICE

Item 12A.

Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

WHO MUST FILE FORM 1:

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.

4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.

5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.

6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county

or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8) Officers and employees of entities serving as chief administrative officer of a political subdivision.

9) Members of governing boards of charter schools operated by a city or other public entity.

10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.

12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.

13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.

14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

17) Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

INSTRUCTIONS FOR COMPLETING FORM 1:

INTRODUCTORY INFORMATION (Top of Form): If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. You can find your coordinator on the Commission on Ethics website: www.ethics.state.fl.us.

NAME OF AGENCY: The name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

DISCLOSURE PERIOD: The "disclosure period" for your report is the calendar year ending December 31, 2022.

OFFICE OR POSITION HELD OR SOUGHT: The title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

PUBLIC RECORD: The disclosure form and everything attached to it is a public record. Your social security number, bank account, debit, charge, and credit card numbers are not required and you should redact them from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written and notarized request.

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MANNER OF CALCULATING REPORTABLE INTEREST

Item 12A.

Filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.
- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

- (1) You owned (either directly or indirectly in the form of an equitable

or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

- (2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

PART C — REAL PROPERTY

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure

period an interest in, or held any of certain positions with the businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, or a commissioner of a community redevelopment agency created under Part III, Chapter 163 whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

Item 12A.

IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s), but income from these public sources should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and

bonds, list each individual company from which you derived more than 5% of your gross income. Do not aggregate all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A, "Primary Sources of Income," if it meets the reporting threshold. You will **not** have anything to report **unless** during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

(2) You received more than 10% of your gross income from that business entity; **and,**

(3) You received more than \$1,500 in gross income from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

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Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

PART C — REAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes, if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed any amount that, at any time during the disclosure period, exceeded your net worth. You are not required to list the amount of any debt or your net worth. You do not have to disclose: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, it is not a contingent liability.

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with, the types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, or a commissioner of a community redevelopment agency created under Part III, Chapter 163 whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on form that you have taken such training.

Section 12.2 - City Planning Commission.

There shall be a City Planning Commission consisting of seven (7) members appointed by the Board of Commissioners for terms of three (3) years. Said appointments to be made from the electors of the City. Members of the City Planning Commission shall hold no other City office or City employment. The City Planning Commission may make recommendations to the City Manager and the Board of Commissioners on all matters affecting the physical development of the City, shall be consulted on the comprehensive plan and the implementation thereof and shall exercise all other responsibilities as may be provided by law or may be assigned to them by the Board of Commissioners from time to time.

CITY OF MADEIRA BEACH PUBLIC NOTICE

BOARD MEMBER VACANCY ANNOUNCEMENT

The City of Madeira Beach is seeking applications to fill expiring terms on the Civil Service Commission and the Planning Commission.

Civil Service Commission – Two expiring seats on October 30, 2023

- Civil Service Commission – 5-member board – regular meetings held quarterly. Additional meetings are held for special projects and employee grievance/appeal hearings. Dates and times vary.
- Members must be a City of Madeira Beach citizen and eligible to vote in the City elections.
- Appointments are made consistent with the Charter based on demonstrated experience or interest in the subject matter.

For additional information, please contact City Clerk Clara VanBlargan at 727-391-9951, ext. 231 or 232; cvanblargan@madeirabeachfl.gov

Planning Commission – Three expiring seats on September 30, 2023

- Planning Commission – 7-member board – regular meetings held monthly, 1st Monday at 6:00 p.m. - members must be citizens and eligible to vote in the City .
- Special consideration will be given to those with professional experience and credentials:
 1. Architecture or landscape architecture
 2. Civil engineering
 3. Real estate sales or land development
 4. Natural or environmental sciences
 5. Urban planning

For additional information, please contact Community Development Director Jenny Rowan at 727-391-9951, ext. 255 or 244; jrowan@madeirabeachfl.gov.

Boards, Commissions, and Committees are a valuable part of the local government process. The members are volunteers and provide a great service to the City and to the community. Duties and responsibilities include assisting in reviewing the City's policies and procedures, Code of Ordinances, and the City Charter, and making recommendations to the Board of Commissioners.

Members of the Civil Service Commission and Planning Commission serve without compensation, but may be reimbursed for such travel, mileage, and per diem expenses provided by law.

Interested persons must submit an application to the City Clerk no later than Tuesday, September 5, 2023 to be considered for appointment at the 6:00 p.m., September 13, 2023, Board of Commissioners Regular Meeting located in the Commission Chambers, 300 Municipal Drive, Madeira Beach, FL 33708.

An application is attached to this advertisement. Applications may also be obtained at City Hall, downloaded on the City's website at <https://madeirabeachfl.gov/advisory-boards/> or obtained from the City Clerk.

Submit completed and signed applications to:

City Clerk
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708
cvanblargan@madeirabeachfl.gov
727-391-9951, ext. 231



Item 12A.

CITY OF MADEIRA BEACH, FLORIDA

300 MUNICIPAL DRIVE, MADEIRA BEACH FL 33708

CITY CLERK'S OFFICE

TELEPHONE: 727-391-9951, EXT 231 or 232

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

Please indicate your preference of board or commission:

- Civil Service Commission
- Gulf Beaches Public Library Board
- Planning Commission
- Other _____

Are you a Madeira Beach Resident? Yes No

Are you an elector (qualified voter) of the City of Madeira Beach? Yes No

Are you related to a City of Madeira Beach employee or elected official? If yes, please state the name of employee or elected official and relationship: Yes No

Name: _____

Relationship: _____

Are you available for:

- Daytime meetings Yes No
- Evening meetings Yes No

Why would you like to be considered as a candidate for service on this Board?

Name: _____ Phone: _____

Address: _____

E-Mail: _____

Present Occupation: _____

If retired, what was your last occupation? _____

Please list any experience, special education, skills or talents that would be beneficial to the appointment you are seeking: _____

Educational Background:

Experience:

In compliance with Section 760.80, Florida Statutes, the City of Madeira Beach is required to report annually to the Secretary of State the number of minority and non-minority and the number of physically disabled appointments to a board, committee, or commission.

GENDER Male Female

PHYSICALLY DISABLED Yes No

RACE African-American

Native-American

Asian-American

Caucasian

Hispanic-American

Should I be appointed to serve on a board or committee, I agree to comply with the State of Florida's Sunshine Laws, Public Record Laws and the Code of Ethics for Public Officers, and will uphold the City's Charter and Code of Ordinances. I understand that I will have to take an Oath of Office should I be appointed to a quasi-judicial board. I understand that if I am appointed to the Planning Commission I will be required to file a Form 1 – Limited Financial Disclosure form.

Signature

Date

Interested persons must submit an application to the City Clerk to be considered for appointment by the Board of Commissioners. Appointments will be made only when there are vacancies or expiring terms.

Applications may also be obtained at City Hall, downloaded on the City's website at <https://madeirabeachfl.gov/advisory-boards/> or obtained from the City Clerk.

Submit completed and signed applications to:

City Clerk
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708
cvanblargan@madeirabeachfl.gov
727-391-9951, ext. 231